



forestry, fisheries & the environment

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

INVITATION TO BID BID NUMBER: DFFE-T013 (24-25)

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE TRANSPORTATION OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF 12 (TWELVE) MONTHS.

ENQUIRIES:

Name : SCM Officials
Office Telephone No. : 012 399 9892
E-Mail : Tenders@dfpe.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 JULY 2024 AT 11:00 AM

Compulsory briefing session information:

Date: 10 July 2024

Time: 10H00 – 11H30

Platform: Microsoft Teams ([Join the meeting now](#))

PART A INVITATION TO BID /

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT.					
BID NUMBER:	DFFE-T013 (24-25)	CLOSING DATE:	24 JULY 2024	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDERS FOR THE TRANSPORTATION OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF 12 (TWELVE) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment, The Environment House,					
473 Steve Biko Road, Cnr Soutpansberg and Steve Biko Road, Arcadia, Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Officials		CONTACT PERSON	SCM Officials	
TELEPHONE NUMBER	012 399 9892		TELEPHONE NUMBER	012 399 9892	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dffe.gov.za		E-MAIL ADDRESS	tenders@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T013 (24-25)
CLOSING TIME 11:00 AM	CLOSING DATE: 24 JULY 2024

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

DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDERS FOR THE TRANSPORTATION OF WASTE TYRES ACROSS THE COUNTRY FOR A PERIOD OF 12 (TWELVE) MONTHS.

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

(ALL APPLICABLE TAXES INCLUDED
PRIMARY TRANSPORTERS)

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.....

(ALL APPLICABLE TAXES INCLUDED
SECONDARY TRANSPORTERS)

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.....

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

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries and the Environment

Contact Person: SCM Officials

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).
- The applicable preference point system for this tender is the 80/20 preference point system.

1.2 Points for this tender shall be awarded for:

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

1.3 **To be completed by the organ of state:**

The total points for this tender are allocated as follows:

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

1.4 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.

1.5 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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of **Regulation 4(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:

- (a) any other invitation for tender, that is 80/20 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 80/20 preference point system.

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

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	A: Number of points allocated (80/20 system) (To be completed by the organ of state)	B: Number of points claimed (80/20 system) (To be completed by the tenderer) B=A(20)
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	
NB: POINTS CLAIMED BY SUPPLIER MUST BE THE SAME AS POINTS IN A FOR SPECIFIC GOALS		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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



**forestry, fisheries
& the environment**

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

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

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE TRANSPORTATION OF WASTE TYRES
ACROSS THE COUNTRY FOR A PERIOD OF 12 (TWELVE) MONTHS**

TABLE OF CONTENTS

1.	PURPOSE	3
2.	INTRODUCTION AND BACKGROUND	3
3.	OBJECTIVES	4
4.	SCOPE AND EXTENT OF WORK	4
5.	EXPECTED DELIVERABLES / OUTCOMES.....	9
6.	PERIOD / DURATION OF PROJECT / ASSIGNMENT	12
7.	COSTING / COMPREHENSIVE BUDGET	12
8.	INFORMATION SESSION.....	13
9.	EVALUATION CRITERIA	13
10.	BID SUBMISSION REQUIREMENTS	20
11.	LEGISLATIVE FRAMEWORK OF THE BID	21
12.	SPECIAL CONDITIONS OF THE CONTRACT	22
13.	PAYMENT TERMS.....	24
14.	TECHNICAL ENQUIRIES.....	24
15.	ANNEXURE A - PRICING SCHEDULE.....	25
16.	ANNEXURE B – QUANTITATIVE DATA AND SPATIAL MAPPING RELATED TO WASTE TYRE TRANSPORTATION .	31
17.	ANNEXURE C – FUEL PRICE ADJUSTMENT	42
18.	ANNEXURE D – TRANSPORT STANDARD OPERATING PROCEDURES.....	44

1. PURPOSE

- 1.1. The Waste Management Bureau ("Bureau" or WMB) intends to contract for the services of transporters for a period of twelve (12) months for the transportation of waste tyres across the country.

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 The 2024 Industry Waste Tyre Management Plan (IndWTMP), which was gazetted on 20 March 2024, represents an important milestone in the waste tyre management system and provides a comprehensive framework for the efficient and effective management of the waste tyre sector in a circular manner.
- 2.3 Notwithstanding the gazetting of the IndWTMP, its implementation will take place in a phased manner and therefore the WMB will continue to be responsible for facilitating, supervising, and controlling the management of waste tyres in the transition period. To ensure that waste tyre transportation services continue in the transition period, the WMB intends to appoint transporters for a period of 12 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 D (TRANSPORT STANDARD OPERATING PROCEDURES) and the Waste Tyre Regulations (2017) as amended in 2024.

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** (1 - 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 D**). 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 (can be a combination of a bakkie/truck and a trailer).
- The truck types can include (inter alia):
 - Box trucks
 - Drop sides
 - Flat beds
 - Utility trucks

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 B. 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 D).

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 in the range of 3,600 – 3,800 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
- 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
WMB Waste Tyre Depots	Upington	Atlantis	Uitenhage Benz street	Ladysmith	Nelspruit	Polokwane	Bloemfontein	Kempton Park	Rustenburg	29
		Mossel Bay	Uitenhage - Kruise River	Richards Bay	Belfast	Matsakali Thohoyandou	Kroonstad	Westonaria	Hartebeespoort	
			East London	Cliffdale 17	Ferrobank (Emalahleni)			Randfontein		
			Ngcobo	Cliffdale 104				Klerksoord		
								Tshwane		
								Randfontein (Brandvlei)		
								Midrand		
								Tembisa		
								Old Springs		

PRIMARY TRANSPORT:										
No. of registered collection points	40	565	304	457	260	200	101	261	102	2290
Indicative average monthly mass collected (FY 23/24) (t)	124	2 237	1 096	1 366	509	540	272	2 908	610	9 663
Maximum number of primary transporters required	2	10	4	5	3	3	2	12	2	43
Maximum number of secondary transporters required	Secondary transporters are contracted to work across provinces									20

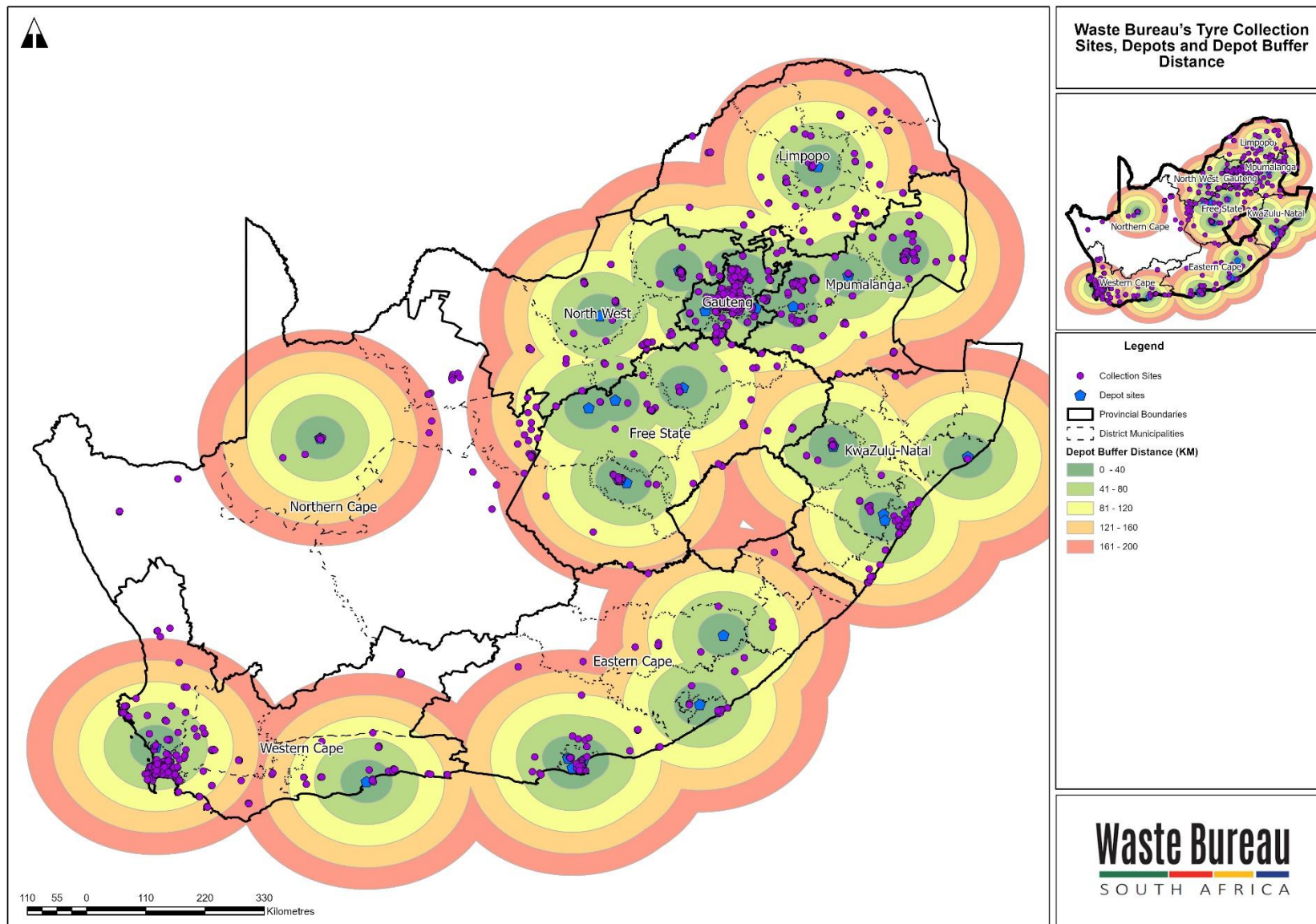


Figure 1: Country-wide map showing collection points and their proximity to storage depots (note this is indicative as some depots may no longer be in use)

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 must ensure that they collect only waste tyres that are mutilated in accordance with the provision on Tyre Regulations 2017 Section 6(2) which stipulates that a tyre dealer must mutilate or cause all waste tyres with a load index of 121 or less in his or her possession or control, or must cause such tyres to be mutilated which includes, but is not limited to:

- The cutting of the bead of a waste tyre into two pieces
- Punching a hole with a minimum diameter of 50mm in the sidewall; or
- 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 need to indicate town/areas and type bidding for (by ticking) in the table below.

Bidders are allowed to bid for more than one province.

PROVINCE	BIDDERS TO INDICATE THE TOWN/AREA WHICH THEY WOULD PREFER TO WORK	BIDDING AS PRIMARY TRANSPORTER?	BIDDING AS SECONDARY TRANSPORTER?
Northern Cape			
Western Cape			
Eastern Cape			
KwaZulu-Natal			
Mpumalanga			
Limpopo			
Free State			
Gauteng			
North West			

Notwithstanding the bidders providing preferred locations, the WMB reserves the right to allocate service points to successful bidders to ensure full coverage across the country.

5.3.2. Bidders need to state the Physical Location of the bidder's office or the area where trucks are parked overnight.

5.3.3. For every vehicle that will be utilised, the following information must be provided (as an annexure to the bid document):

- Vehicle year and model
- Vehicle type
- Vehicle size
- Vehicle Registration Number
- Valid driver's license for the driver for each vehicle
- Valid PDP for each driver for each vehicle
- Roadworthiness certificate for each vehicle
- Proof of insurance for each vehicle
- Proof of ownership/lease agreement for each vehicle
- Certified copies of vehicle maintenance and service records
- Subcontracting agreement (if applicable)

The appointment letters or purchase orders where the bidder has rendered the relevant transportation services, should preferably be accompanied by a reference letter with company letterheads from traceable referee/s clearly showing material(s) transported and duration(s) of service and should include contact details of the referee/s.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1 The proposed duration of the contract is twelve (12) months from the date of signing of the contract/ service level agreement by both parties or from the date that will be stipulated in the contract agreement and the issuing 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 quote for all activities as included in the Pricing Schedule unless indicated otherwise.**
- 7.2. 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.
- 7.3. The validity period is 120 days from the closing date of the bid. The department reserves the right to extend the validity of the bid, where a written letter will be sent to every bidder that responds to the

bid. In terms of procedural fairness, the bidder will be allowed to respond, in writing, to the terms and conditions of the bid and the bid price. Such acceptance of the terms and conditions of the bid and bid price becomes legally binding in the procurement process. Any bidder, that did not respond to the extension of the bid validity period, in writing, may not be considered further for the bid upon expiry of the initial validity period.

7.4. **NOTE:** Fuel price adjustment will apply to this tender and will be calculated as detailed in ANNEXURE C: FUEL PRICE ADJUSTMENT

7.5. **NOTE:** where applicable, the modification (Increase/ Decrease) of the given Kilometres on the pricing schedule is strictly prohibited. However, bidders are allowed to be innovative in allocating the hours across the line items or activities with the total capped hours remaining the same as provided by DFFE. Bidders who fail to comply with the requirements will be considered non-responsive and not further evaluated.

8. INFORMATION SESSION

- 8.1. Is the briefing session applicable?

YES
- 8.2. Is it a compulsory briefing session?

YES

8.3. The briefing session will be held as follows:

Date: **10 July 2024**
Time: **10H00 – 11H30**
Platform: [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: Experience of bidder
- Phase 4: Price and Preference Points.

9.2. PHASE 1: PRE-COMPLIANCE

- 9.2.1. During this phase bid documents will be reviewed to determine compliance with SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.
- 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 - Pricing Schedule (Primary and Secondary transporters per province if bidders choose to bid for all) and (ANNEXURE A)	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
8	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

9.3. PHASE 2: 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
Attendance of Compulsory Briefing Session		
Vehicle in good condition (Valid Roadworthy certificate) (owned or leased)		
Proof of insurance cover for each vehicle (attach insurance policy or a lease agreement that includes insurance cover)		
Proof of vehicle Ownership certificate or lease for each vehicle supported by ownership certificate of the lessor Attach ownership certificate, lease agreement supported by certified copy of the ID document for the owner and lessor/lessee		

9.4. PHASE 3: EXPERIENCE OF BIDDER

- 9.4.1. Only bid proposals that meet pre-compliance, technical requirements, and mandatory requirements will be evaluated on experience criteria.
- 9.4.2. Bid proposals that exclude the supporting evidence will be disqualified and will not be evaluated further

CRITERIA	EXPERIENCE CRITERIA	EVIDENCE
Experience in the transportation of goods by road from one location to the other	Bidder (s) are required to demonstrate relevant experience and competency of the company. Bidder (s) should submit full details of, and reliable contactable signed references letter/ Completion Certificates for, projects in the transportation of goods by road.	Detailed company information contained in the bidder's proposal / profile reflecting years of experience in the transportation of goods by road from one location to the other. Evidence to be used: At least 1 appointment letter/s or purchase orders where bidder has rendered the relevant transportation services, this

CRITERIA	EXPERIENCE CRITERIA	EVIDENCE
		should be accompanied by a reference letter with company letterheads from traceable referee/s clearly showing material(s) transported and duration(s) of service and should include contract details of the referee/s.

9.5. PHASE 4: PRICE AND PREFERENCE POINTS

9.5.1. Price Evaluation

a) Primary Transporters

The price evaluation for primary transporters will be based on the weighted price per kg of tyres collected (within set distance bands) as offered by bidders in ANNEXURE A: PRICING SCHEDULE. Please note that the weightings and weighted price are for the tender price and evaluation purposes only, and the actual prices offered per kilogram by the successful bidders will be used for payment during the contract based on actual collections within each distance band. Primary transporters will only be paid for the trip between a collection point and the nearest depot (or depot as directed by the WMB).

The calculation of the weighted rate is shown below:

Weighted Price per kilogram of tyres collected to be used for primary transporter price evaluation =

$A \times \text{Price 1} + B \times \text{Price 2} + C \times \text{Price 3} + D \times \text{Price 4} + E \times \text{Price 5} + F \times \text{Price 6}$

Where A, B, C, D, and E are weightings applied to the following distance bands:

Evaluation Weighting (Per Province)	KM Radius	Price Offered by Bidders	Weighted Price
A (%)	0 to 40 km	Price 1	A x Price 1
B (%)	41 to 80 km	Price 2	B x Price 2
C (%)	81 to 120 km	Price 3	C x Price 3
D (%)	121 to 200 km	Price 4	D x Price 4

Evaluation Weighting (Per Province)	KM Radius	Price Offered by Bidders	Weighted Price
E (%)	200 – 400 km	Price 5	E x Price 5
F (%)	>400 km	Price 6	F x Price 6

Note that the weightings vary by Province. Bidders only need to complete the pricing schedules for the provinces for which they are bidding. The weightings are based on the relative mass of tyres to be collected and transported to depots within each distance band. Transporters get paid based on actual mass collected.

Please note that the rates (i.e. Price 1 to Price 6) MUST ALL be completed for your bid to be considered and should any of the prices not be filled in, then the primary transporter price bid will be disqualified.

Primary transporters will collect tyres from their allocated tyre dealers/ collection points and deliver the tyres to the depot nearest to the last collection made prior to the delivery (should the nearest depot not be available for whatever reason, then approval should be sought from the Waste Bureau to utilise the next available nearest depot). Primary transporters will be paid at the end of each month based on the total quantities (in Kg) of tyres that they have collected during the month, considering the distance radiuses between the collections and the depot(s) delivered to. Collections that fall within the same distance radius will be grouped and charged using the appropriate rate for that distance band. Distances will be calculated as that between a collection point and the nearest depot (or as instructed by the WMB). Bidders must provide price offers for the price per Kg that will be used for the tyres they collect for each distance radius, using the Pricing Schedule (ANNEXURE A). Failure to provide a price per kg in accordance with the requirements above will result in the bid being disqualified.

b) Secondary Transporters

The price evaluation for secondary transporters will be based on a combination of the weighted price per kilometre for fixed costs and variable costs as offered by bidders in the ANNEXURE A – PRICING SCHEDULE. A prescribed distance is included in the Pricing Schedule (ANNEXURE A), which will be used to calculate the variable costs for tender evaluation purposes.

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

The assumed distances (per band) and weighted cost calculation formula to be used for tender evaluation purposes are shown below:

A	B	C	D	E	F
Evaluation Weighting	Distance travelled (Km)	Price offered (fixed costs) (R)	Price offered (variable costs) (R/km)	Distance used to calculate weighted pricing (km)	Weighted cost (R)
A (%)	0 – 20 km	Price 1	Price 8	20	$F = (A \times C) + (A \times D \times E)$
B (%)	21 – 100 km	Price 2	Price 9	100	
C (%)	101 – 200 km	Price 3	Price 10	200	
D (%)	201 – 300 km	Price 4	Price 11	300	
E (%)	301 – 600 km	Price 5	Price 12	600	
F (%)	601 – 1 000 km	Price 6	Price 13	1 000	
G (%)	1001 – 2 000 km	Price 7	Price 14	2 000	



The weightings are based on available operational data and reflect the estimated split (by mass) across the various distance categories.

Please note that the rates (i.e. Price 1 to Price 14) MUST ALL be completed for your bid to be considered and should any of the prices not be filled in, then the secondary transporter price bid will be disqualified. Payment will be made using the applicable rate depending on the distance travelled for the trip. Payment will only be made for the distance travelled between the despatching depot and the destination. I.e. transporters will not be compensated for return trips.

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

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

- a. For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.
 - i. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:
 - Ps = Points scored for the price of the tender under consideration.
 - Pt = Price of tender under consideration; and
 - Pmin = Price of the lowest applicable tender.
 - ii. total of 20 points may be awarded to a tenderer as follows:
 - 20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities
 - 0 Points: for 50% and below ownership by stipulated categories of persons

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

9.5.5. A maximum of 20 Points will be allocated for either of the specific goals.

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

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

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

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

10. BID SUBMISSION REQUIREMENTS

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

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

10.1.2. The proposal shall consist of one (01) master original document and must indicate the prices on SBD 3.3 and ANNEXURE A (where applicable) for a detailed price schedule.

10.1.3. Detailed company information contained in the bidder's proposal/profile reflects years of experience in the transportation of goods by road from one location to the other.

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

10.1.5. Copy of Central Supplier Database (CSD) report or 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 times 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 accreditation credentials in the name of joined entities must be submitted. Members of the joint venture must meet the requirements of the proposal.

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

- 11.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles by applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 11.3.2 DFFE's role as the responsible party is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective service providers and third parties.

- 11.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
- 11.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 11.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for evaluation and subsequent award of the tender and by any applicable law.

12. SPECIAL CONDITIONS OF THE CONTRACT

- 12.1. On appointment, the performance measures for the delivery of the project will be closely monitored by the DFFE.
- 12.2. The Service Provider will submit monthly reports to the Project Manager as stipulated in the SOP (ANNEXURE D)
- 12.3. The Project Manager shall do the ongoing management of the Service Level Agreement.
- 12.4. Appointed service providers may be subjected to security vetting and screening.
- 12.5. 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. The Waste Bureau may, upon approval of an Industry Waste Tyre Management Plan by the Minister of Forestry, Fisheries, and the Environment, unilaterally cede, delegate, or otherwise transfer, all the rights and/or obligations in terms of the Agreement to be concluded with the successful bidder.
- 12.7. The service provider shall notify the DFFE in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 12.8. The proposals should be submitted with all required information containing technical information.
- 12.9. DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be evaluated further
- 12.10. DFFE reserves the right to request such information during the evaluation process of the proposal and the information must be presented within the DFFE stipulated timelines. Failure to do so may lead to disqualification

- 12.11. 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),
- 12.12. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 12.13. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why: -
- 12.13.1. the Tender may not be disqualified, or,
- 12.13.2. if the Tender has already been awarded to the Bidder, the contract or order should not be terminated in whole or in part.
- 12.14. After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder.
- 12.15. Poor or non-performance by the bidder will result in the cancellation of contracts/orders.
- 12.16. Please take note that DFFE is not bound to select any of the firms' submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.17. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.18. 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.
- 12.19. **Ceding of contracts** - The Waste Bureau may unilaterally cede, delegate, or otherwise transfer, all the rights and/or obligations in terms of the Agreement to be concluded with the successful bidder to an Implementer appointed by the Waste Bureau in accordance with the approved Industry Waste Tyre Management Plan.
- 12.20. The Department will consider Company and Individual(s) (Personnel) experience and Qualifications obtained within and outside the Republic of South Africa (RSA). For evaluation purposes, qualifications obtained outside RSA must be accompanied by the SAQA Certificate of Evaluation (SCoE). The SCoE must indicate the recognition decision taken by SAQA concerning the foreign qualification and the comparability of that qualification with a South African qualification registered on the National Qualification Framework (NQF). Foreign qualifications that are not accompanied by the SCoE will not be considered for evaluation in this contract.

- 12.21. The recognition of foreign qualifications is in terms of the South African National Qualifications Framework (NQF) conducted by SAQA. SAQA derives this mandate from the NQF Act, 67 of 2008 (as amended) and performs the function according to the Policy and Criteria for Evaluating Foreign Qualifications within the South African NQF (as amended, 2017). (www.saga.org.za)”

13. PAYMENT TERMS

- 13.1. DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of an approved detailed claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/ work not submitted by the service provider/s until that outstanding information is submitted.

14. TECHNICAL ENQUIRIES

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

15. ANNEXURE A - PRICING SCHEDULE

NAME OF THE BIDDER.....

Bidding for primary transport? Yes/No*

Bidding for secondary transport? Yes/No*

*(delete whichever is not applicable)

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 – QUANTITATIVE DATA AND SPATIAL MAPPING RELATED TO WASTE TYRE TRANSPORTATION

Figure B.1: Total tonnages collected from Collection Points

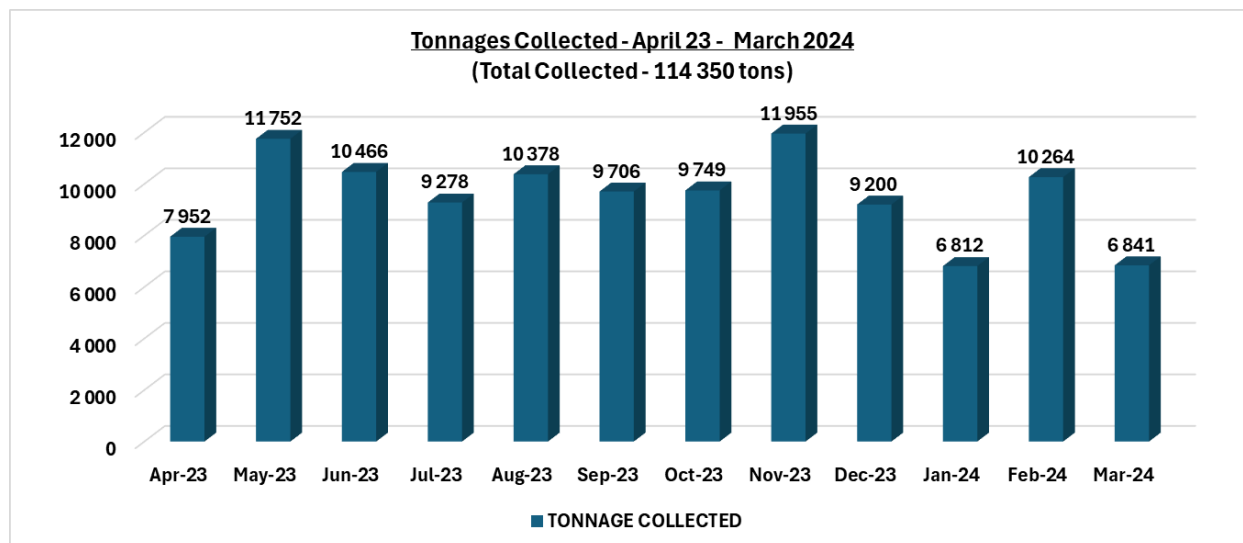


Figure B.2: Proportion of waste tyres collected per Province (by mass)

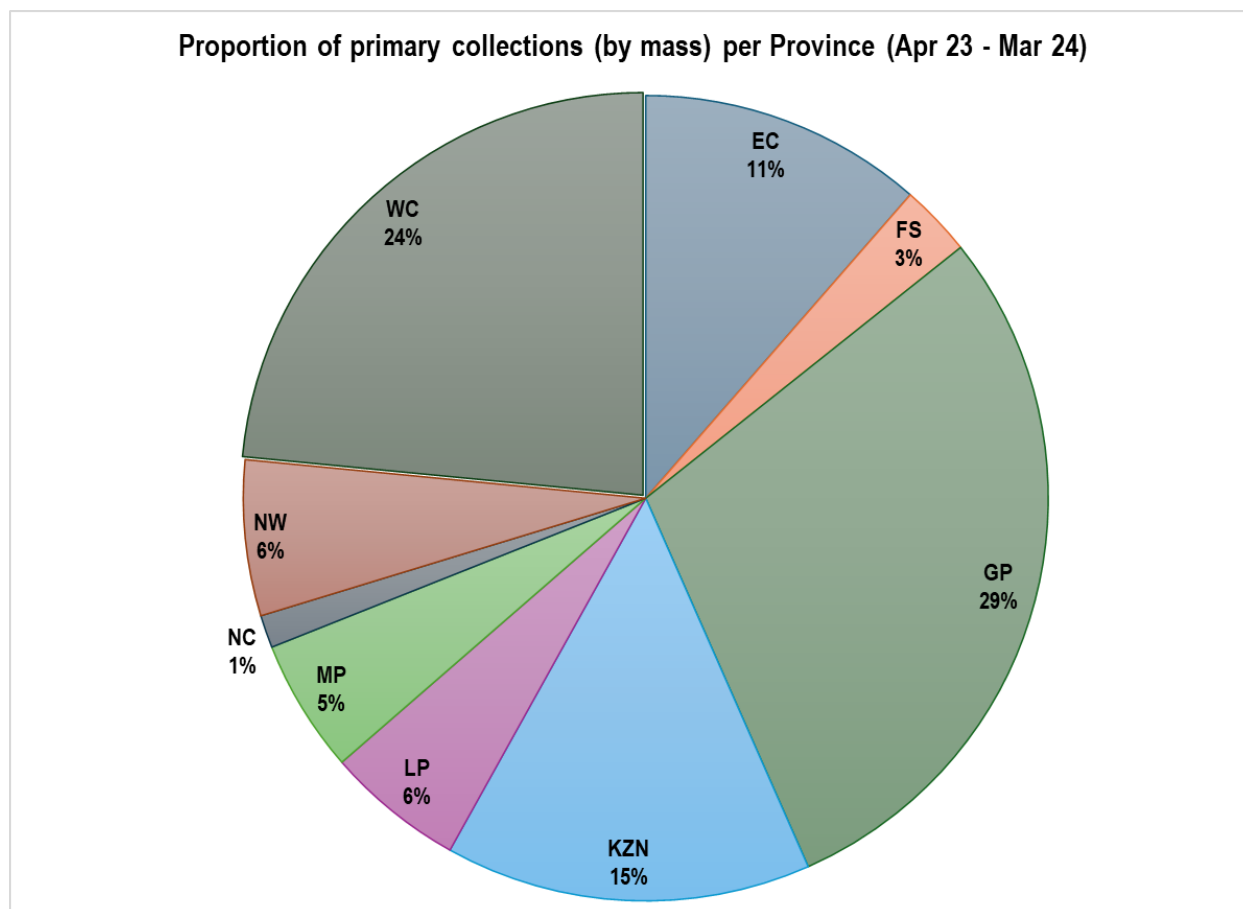
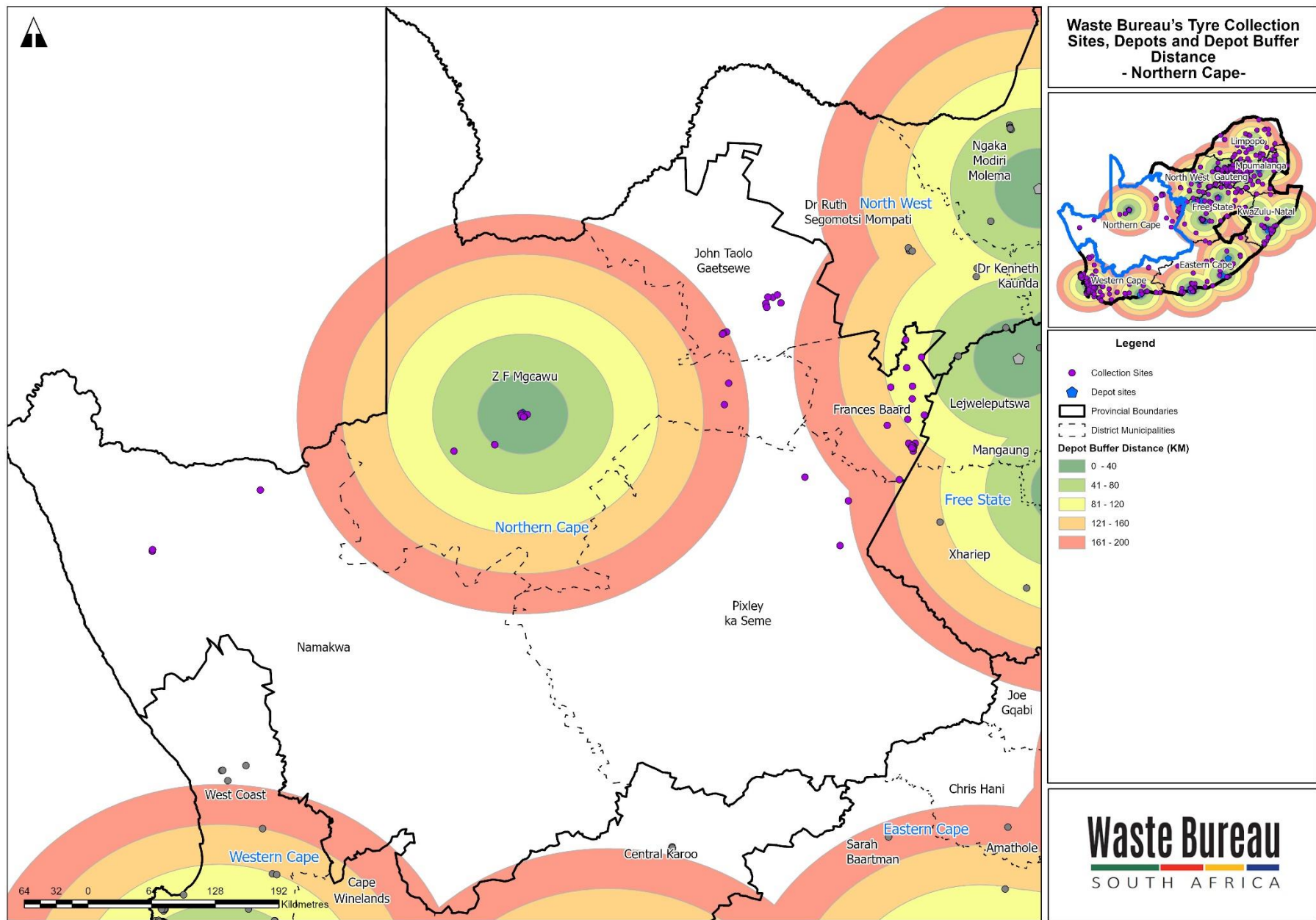
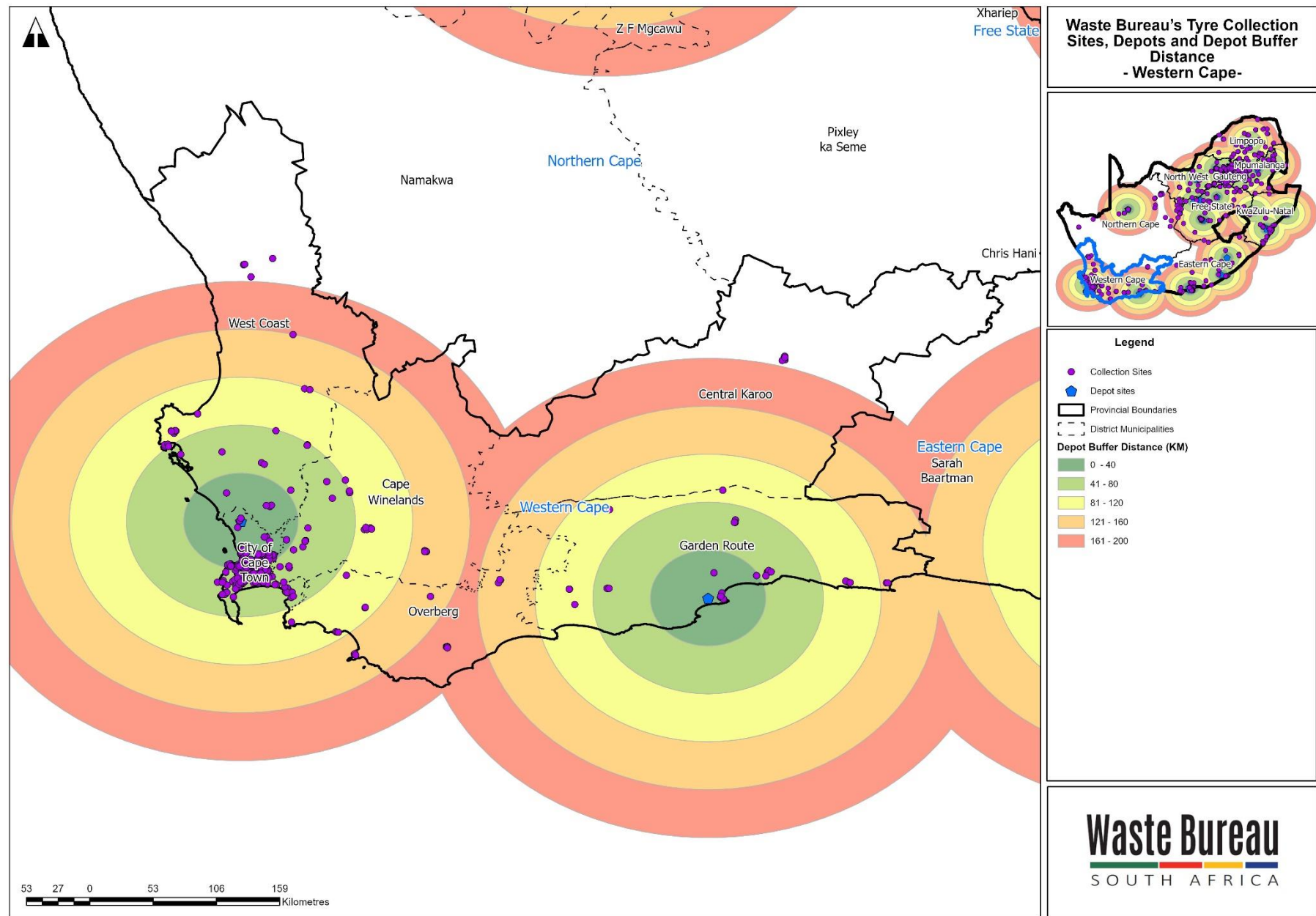
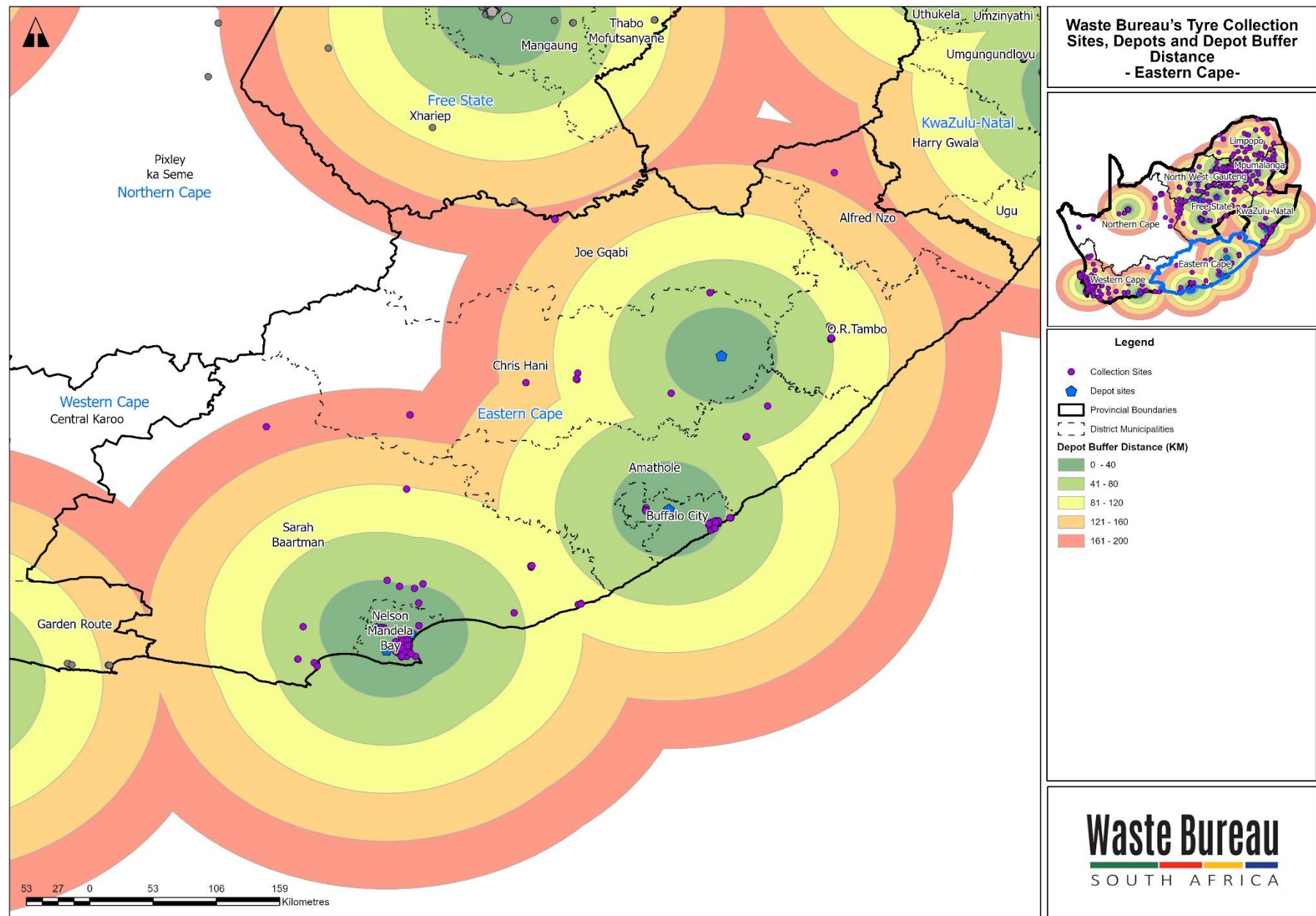


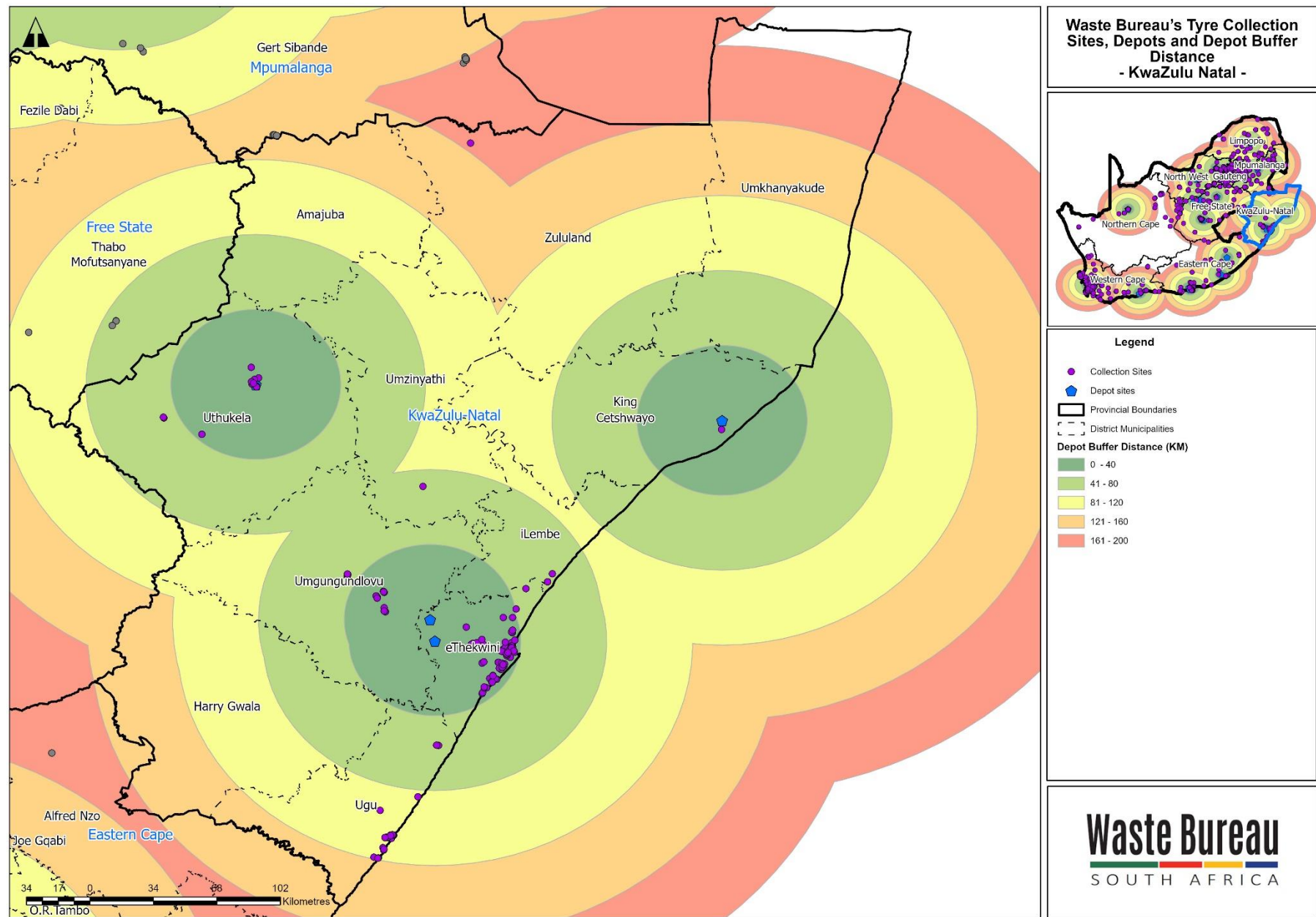
Figure B.3: GPS coordinates of current WMB waste tyre depots

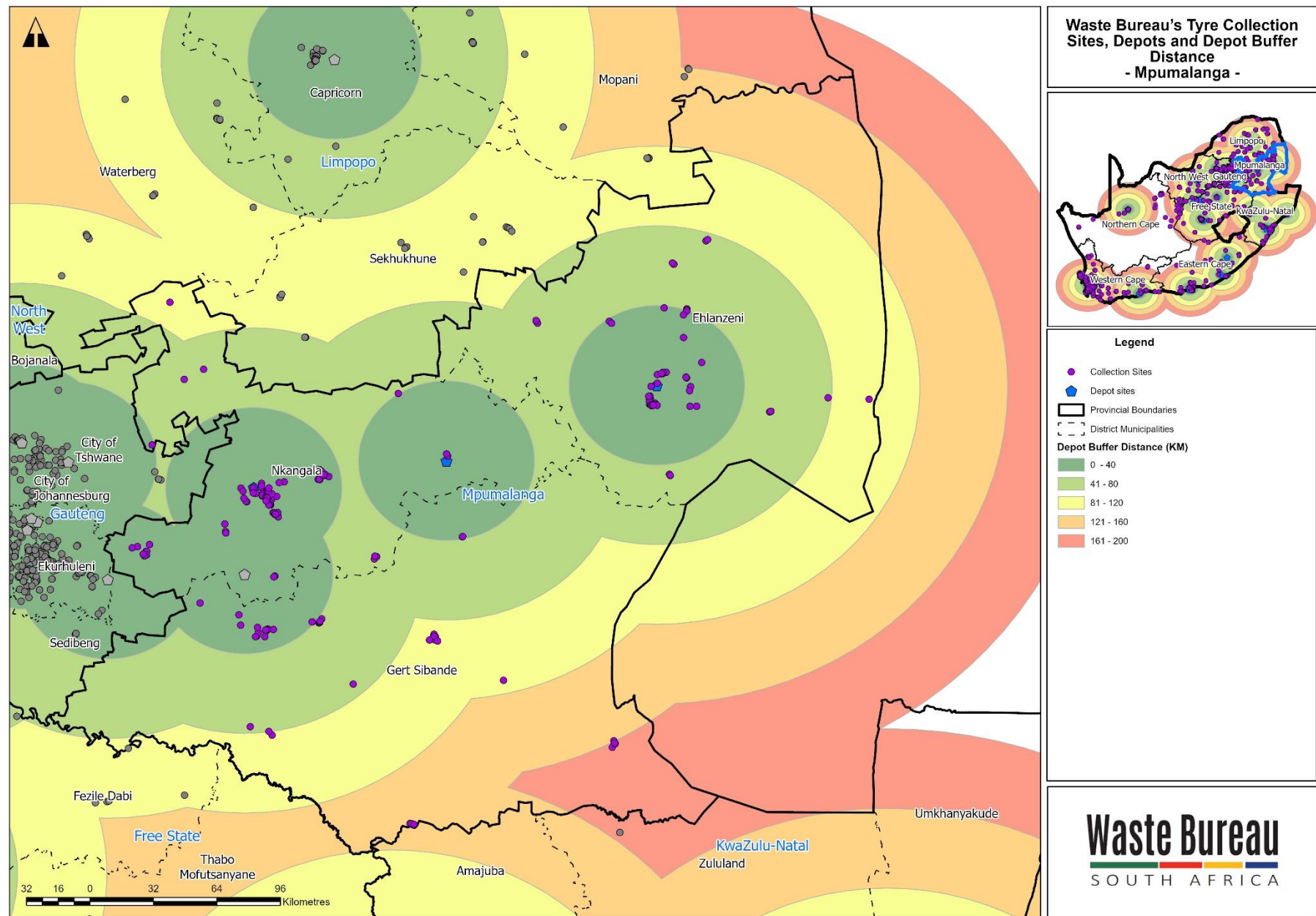
Province	Depot	Latitude	Longitude
Northern Cape	Upington	-28.433694	21.233032
Western Cape	Atlantis	-33.58372	18.490999
Western Cape	Mosselbay	-34.148898	21.978312
Eastern Cape	Uitenhage (Benz Street)	-33.710304	25.367209
Eastern Cape	Uitenhage (Bell Street)	-33.771335	25.362129
Eastern Cape	East London (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	Randfontein	-26.193056	27.696667
Gauteng	Klerksoord	-25.640652	28.116559
Gauteng	Tshwane	-25.647142	28.132243
Gauteng	Randfontein (Brandvlei)	-26.139004	27.581188
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

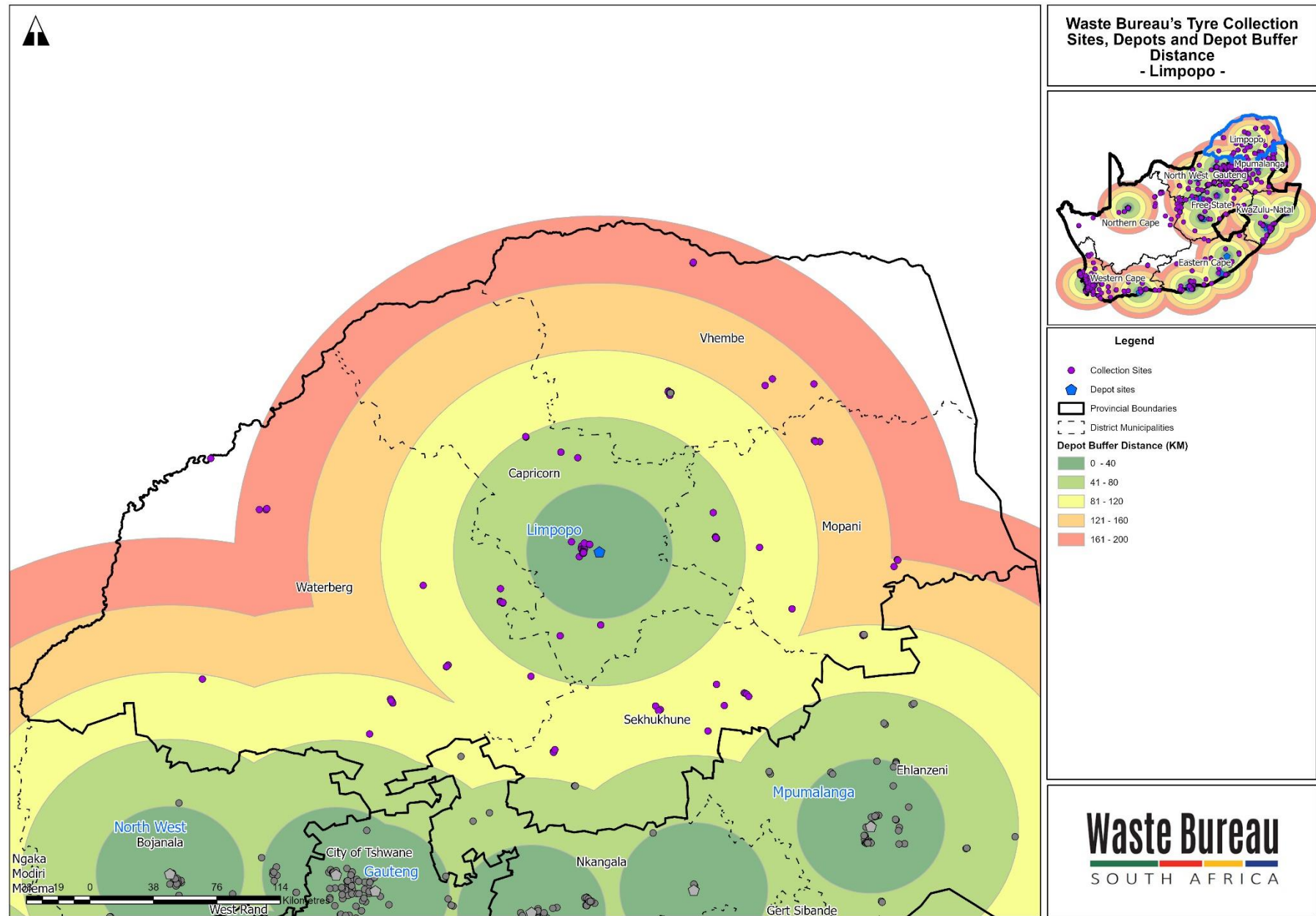


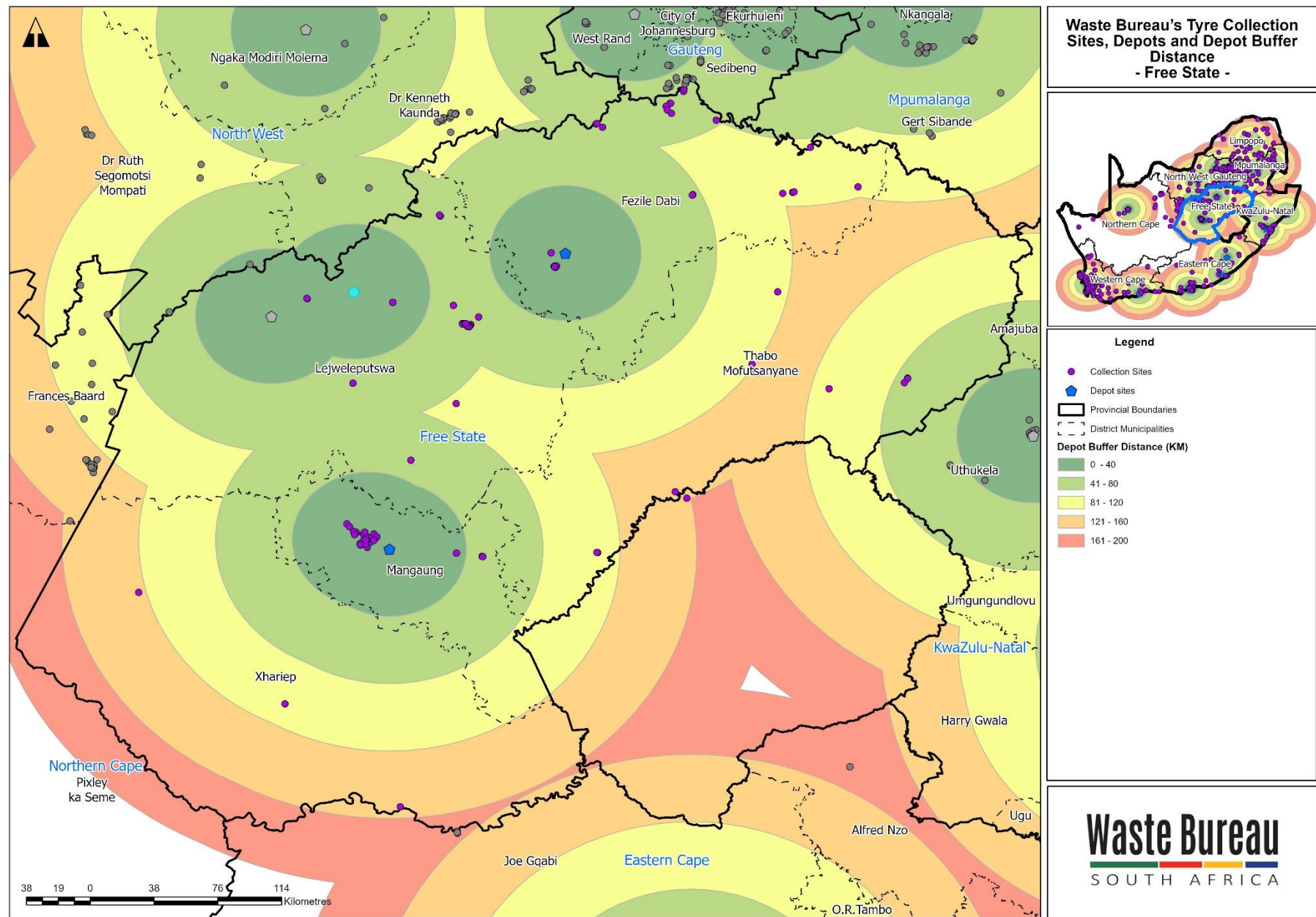


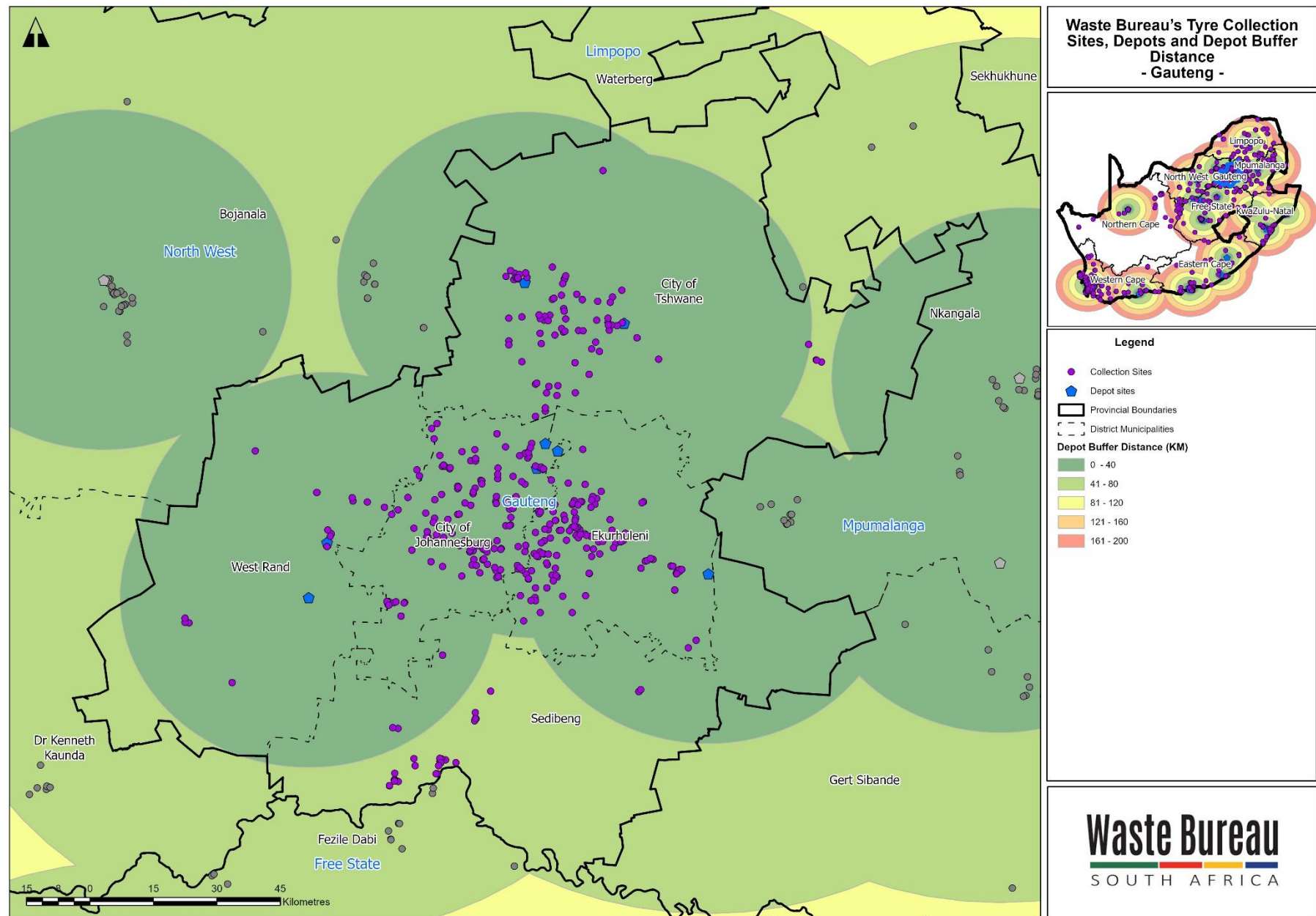


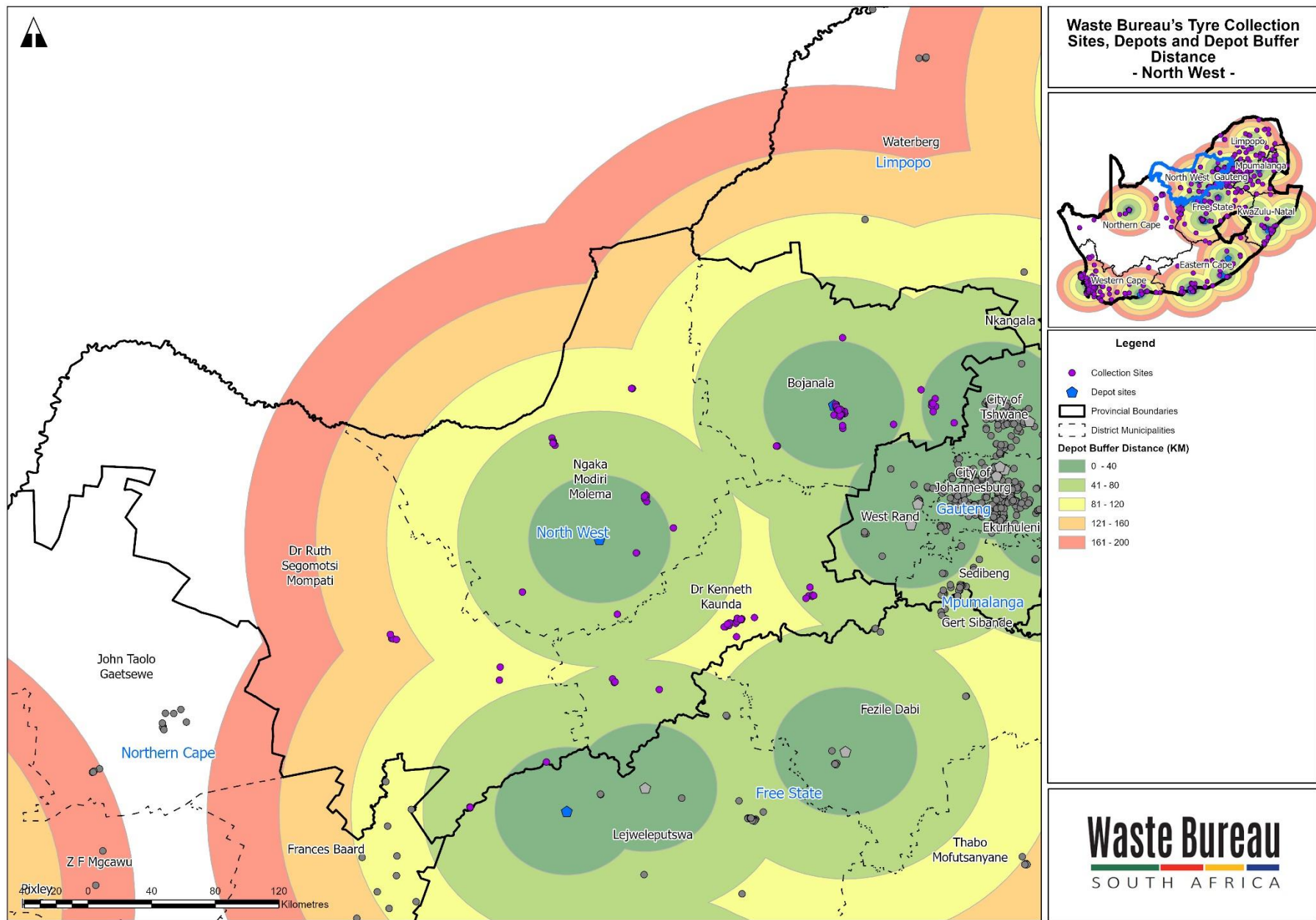












17. ANNEXURE C – FUEL PRICE ADJUSTMENT

The prices tendered by contracted primary and secondary transport service providers will be subject to monthly fuel price adjustments and will therefore be variable from the first month after award. Only a percentage of the tendered prices will however be subject to adjustment as fuel is not the only cost of transporting waste tyres. The proportion to be adjusted is fixed (per subsections below) and based on assumptions of the relative cost of fuel to total costs in transporting waste tyres.

The diesel 50 ppm inland price is the benchmark fuel, and the **base fuel price is June 2024 = R21,1495**. The fuel price in subsequent months will be published by the Department of Mineral Resources and Energy (https://www.energy.gov.za/files/esources/petroleum/petroleum_breakdown2024.html). A simple rise and fall method will be used to calculate the increase (or decrease) in fuel price:

$$\text{Fuel Price adjustment} = \left(\frac{\text{Fuel price}_{(\text{month } x)} - \text{base fuel price}}{\text{base fuel price}} \right)$$

Where:

Fuel price adjustment = the percentage increase (or decrease) in the monthly fuel price as compared to the base fuel price

Fuel price_(month x) = Monthly diesel 50 ppm inland price (for all locations)

Base fuel price = Diesel 50 ppm inland price as of June 2024

1. Primary Transport

A standard fuel price adjustment factor of 0.27 (27%) will be applicable for all distance bands. I.e. 27% of the price offered by contracted primary transporters (per distance band) will be subject to monthly fuel price adjustment.

2. Secondary Transport

A standard fuel price adjustment factor of 0.75 (75%) will be applicable for all distance bands and will be applied to the variable costs only. I.e. 75% of the variable costs tendered by contracted secondary transporters (per distance band) will be subject to monthly fuel price adjustment.

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

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

18. ANNEXURE D – TRANSPORT STANDARD OPERATING PROCEDURES

Transport Standard Operating Procedures

Table of Contents

1 INTRODUCTION.....	3
2 STANDARD OPERATING PROCEDURES.....	4
2.1 Planning	5
2.2 Collection	5
2.3 Delivery Procedure	6
2.4 Storage of Tyres	6
2.5 Closure of Open Transactions.....	7
2.6 Loading and Off-Loading.....	7
2.7 OTR Tyre Identification Producers.....	7
2.8 Invoicing Procedures.....	8
3 THE DUTIES OF A WASTE BUREAU TRANSPORTER	8
4 TRANSPORTER ONBOARDING AND ASSIGNMENT OF TRANSPORTERS TO DEALERS, COLLECTION POINTS AND ROUTES.....	11
5 KEY PERFORMANCE OBJECTIVES	11
6 TRANSPORTER CODE OF CONDUCT	11
7 TRANSPORTER DISCIPLINARY CODE.....	12
8 OCCUPATIONAL HEALTH AND SAFETY (OHS) AND SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ).....	13
8.1 Working hours and fatigue management.....	14
8.2 Drugs and alcohol	14
8.3 Cell Phone Usage while driving.....	15
8.4 Seatbelts	15
8.5 Driving safety standards	15
8.6 Hazards	16
9 DEPOT OPERATING HOURS AND CONDITIONS.....	17
9.1 Depot signage	17
9.2 Depot Emergency Procedures	18
9.3 Depot Access Control.....	18
10 HANDLING OF COMPLAINTS AND INCIDENTS	19
11 REPORTING	19
11.1 Employee Records	19
11.2 Non-Serviced Dealers Report.....	19

1 INTRODUCTION

This document serves as a basic guideline for Waste Bureau- registered transporters and outlines the duties of a transporter, transport standard operating procedures (SOP's), and compliance requirements, amongst others.

Transport contracts are awarded to those transporters who have successfully met all Waste Bureau requirements. All Waste Bureau registered transporters are monitored and evaluated on their ability to fulfil contractual obligations; their compliance with the requirements of the Waste Bureau, as well as other applicable legislative requirements.

The purpose of this document:

- Create a basis for consistency across the regions
- Place more focus on how things are done
- Have standardized and objective criteria based on processes can be accessed

TYRE CATEGORIES

TYRE CATEGORIES INCLUDED:

TYRE CATEGORY	DEFINITION
Passenger	Tyres used on cars and station wagons(including racing cars)
4x4	Tyres used by SUV's
Light Truck	Tyres with the maximum bead size of 17.5 inch, used on light commercial vehicles
Truck	Tyres with the maximum bead size of 18.5 inch, used on trucks, trailers and buses.
Agriculture/Forestry	Tyres used in agriculture and forestry
Motorcycle	Tyres used on motorcycles
Aircraft	Tyres used by aircrafts
Off-the-road(OTR)	Tyres used on construction, mining or industrial handling vehicles and machines

TYRE CATEGORIES NOT INCLUDED:

TYRE CATEGORY	DEFINITION
Bicycle	Tyres used on bicycles
Monocycle	Tyres used on monocycles
Tricycle	Tyres used on tricycles

DIFFERENCE BETWEEN ROADWORTHY AND NON-ROADWORTHY TYRE:

TYRE	DEFINITION
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

GLOSSARY

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.
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.
Depot	A Waste Bureau registered entity that receives, stores, pre-processes and loads waste tyres.
Processor	A Waste Bureau-registered entity that engages in the commercial re-use or recycling of waste tyres.
Dealership	A Person or entity that describes or deals in commercial tyres.
Collection Point	Commercial areas or areas of business that produce waste tyres including but not limited to mines, farms and tyre dealers
Transport Co-ordinator	A Waste Bureau employee responsible for the transport business in the supply chain operations.
Depot Co-ordinator	A Waste Bureau employee responsible for the depot business in the supply chain operations.
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.

2 STANDARD OPERATING PROCEDURES

2.1 Planning

Transporters will strive to achieve the objectives to run their business in a cost-effective manner and are creative in thought and in the execution of their duties.

Transporters will follow a frequency schedule which has been established by the dealer which will ensure that all dealers will be serviced within an operational month.

- Load Plans will be sent out to the transporters on a weekly basis, or on a frequency determined by the Waste Bureau.
- Transporters will be notified of volumes and if no volumes are stipulated on the load plans, the Transporter will need to make contact with the dealer to confirm volumes.
- Collections for the following week will primarily be based on the load plans and there will be regular communications with the transport coordinators to discuss any deviations from the plans.
- Transporters will submit the completed load plan every Friday. Comments must be inserted if no servicing took place during that five day operational working week.

2.2 Collection

Transporters will only collect allocated waste tyre volumes from authorised collection points and/or tyre dealer as advised by a Waste Bureau transport coordinator or the load plan.

Collections from a tyre dealer or collection point

Upon arrival at the tyre dealer or collection point the driver will:

- Report to the designated yard supervisor/assistant
- Provide Waste Bureau ID details and sign access control register, where required
- Follow directions to the designated loading area
- Safely and securely park the vehicle in the designated area
- Record the accurate amount of tyres loaded and tyre categories onto the collection note
- Request for signature and dealer stamp on the completed collection note and issue a copy of the collection note to the dealer or collection point representative.

Provide the following information for the Waste Bureau to record the collection:

- Name of transport company
- Name of driver
- Collection point or tyre dealer name and SUB ID
- Vehicle registration
- Volumes and categories of waste tyres collected
- Drop-off point
- Date of collection
- Collection/delivery note Number

Collections from a Depot

Transporters will only collect allocated waste tyre volumes at Waste Bureau-registered collection points as advised by the Waste Bureau transport coordinator.

Upon arrival at the depot the driver will:

- Provide Waste Bureau ID details and sign access control register.
- Complete a breathalyser test.
- Allow the security to search the vehicle for hazardous and other restricted items.
- Wear a reflective vest/jacket and protective boots.
- Report to the depot manager and provide the depot manager with a copy of the authorized loading reference number.
- Follow directions to the loading area.
- Safely and securely park the vehicle in the designated area.
- Oversee the loading of the waste tyres and ensure that the correct type and quantity is loaded as well as ensure that there is no overloading.
- Ensure the depot administrator records the collection.
- Collect a signed copy of the collection note from the depot administrator with a new reference number as confirmation that the load has been collected and captured.

2.3 Delivery Procedure

Transporters will only deliver allocated waste tyre volumes at delivery points as advised by Waste Bureau transport coordinator.

Delivery to Depots or Processors

Upon arrival at the delivery point, the driver will:

- Provide Id and sign access control register.
- Complete a breathalyser test.
- Wear a reflective jacket/vest and protective boots.
- Report to the depot manager and provide the depot manager with a copy of the authorized loading reference number.
- Follow directions to the off-loading area.
- Oversee and where applicable offload the tyres.
- Issue a copy of collection/delivery note to the depot manager or site supervisor. □
Receive a delivery reference number from the depot administrator.

2.4 Storage of Tyres

Transporters will only be allowed to store tyres where there is a requirement to do so due to logistical constraints but which is still at the sole discretion of Waste Bureau. At no point in time must the storage area exceed 500m².

- Transport coordinator will assess the need by completing a route analysis.
- Transport coordinator will arrange a site visit if necessary to the Transporter premises.
- Transport coordinator will confirm with the transporter the amount of tyres that can be stored at a time and the required frequency of delivery to the Depot.
- All documentation that is associated with the collections will accompany the load when the delivery is done(refer to the delivery Procedure)
- All tyre quantities and tyre categories must be on the vehicle as per the collection notes from the various dealers/ collection points.
- The depot will follow the delivery process and verify the quantities, capture and issue with delivery reference number for each collection

If any documentation is found to be manipulated it will be investigated and the necessary steps will be taken.

2.5 Closure of Open Transactions

The Waste Bureau will only process invoices if the transporter transactions for the month are in an approved status in the Waste Bureau system.

- Transporters should ensure that, when they deliver to the depot and or processor they obtain signatures from designated officials of the depot or processor.

2.6 Loading and Off-Loading

Guidelines

All transporters will be required to comply with the depot standard operating procedures when loading and off-loading waste tyres in order to prevent any injuries.

- No unauthorised waste tyres should be loaded or offloaded.
- When offloading, the driver should proceed to the designated area remove tarps, straps or other load securement devices. This material must be secured so that it is not an obstruction to the forklift operator during the unloading process.
- The driver should secure the vehicle, apply brakes and turn off the engine, as appropriate, to prevent unsafe movement during the loading or offloading operation.
- Primary transporter: vehicle assistants that are provided by the transporter will be required to load and offload in an orderly manner in the demarcated area, with the assistance of the depot staff.
- Secondary transporter: depot staff will complete the loading and offloading of the vehicle.
- Drivers should ensure that the quantities of tyres loaded correspond to the quantities specified in the collection note
- Where a weighbridge is required, it is the responsibility of the transporter to locate a weighbridge on the allocated route. All off-the-road (OTR) loads must be weighed.

2.7 OTR Tyre Identification Producers

When a request for collection of OTR tyre has been made, allocated transporter will be required to:

- Obtain a completed OTR collection form from the tyre dealer.
- Ensure that the following has been accurately captured on the document:
 - Name of the dealer
 - OTR Tyre brand(s)
 - OTR Tyre Size(s)
 - OTR Tyre serial number(s)
- Photographs of the serial numbers must be sent through to Waste Bureau transport coordinator.
- Submit the information to a Waste Bureau transport coordinator for verification.

Only once the serial number have been validated, will the driver be instructed to collect.

2.8 Invoicing Procedures

Invoice submission

The transporter or designated contact person will be required to complete and submit a valid tax invoice to Waste Bureau on a monthly basis, for all trips completed verified on the report.

The tax invoice must provide the following information:

- Unique ID number from the collection / delivery note (top right corner) □ Delivery note number of the trips.
- Load and offload details of each trip.
- Total weight and quantity of each trip.
- Total km travelled for each collection or delivery.
- Where required, weight of the load as per the weighbridge slip. □ Company details as per invoice template and bank details.

The following supporting documentation should be submitted for each load:

- A signed and stamped collection/delivery note from the destination point e.g. depot or processor
- Where required, weighbridge slip for the empty vehicle and one for the for the full authorised load

Invoices must be submitted to the following address: Tyreinvoices@environment.gov.za

Payment cycle

All transporter invoices must be submitted monthly on the last day of each month to the tyreinvoices@environment.gov.za mailbox. On receipt of the tax invoice, all details provided will be verified by the Waste Bureau.

The timeline for processing invoices is as follows:

- If an invoice has been received on the nominated day and there are no discrepancies, payment will be made to the transporter within ten working days.
- If there are any discrepancies, the transporter or the designated contact person will be contacted by email and notified of the discrepancies. No payment will be made to the transporter until the discrepancies have been rectified.

3 THE DUTIES OF A WASTE BUREAU TRANSPORTER

All Waste Bureau transporters who have fulfilled all Waste Bureau requirements will be responsible for the following:

- Collection of authorised waste tyre volumes from tyre dealers and/or other Waste Bureau accredited collection points

- Transportation of tyres will only be done with a valid Waste Bureau driver identification card as well as a valid vehicle identification sticker
- Transportation of waste tyres to a Waste Bureau depot , an accredited processor and/or any other Waste Bureau accredited delivery point
- Collection of waste tyres or pre-processed off take from Waste Bureau depots to processors
- Accurately completing the Waste Bureau documents to confirm the volumes and categories of waste tyres collected and delivered
- Operating in accordance with the requirements of the Waste Bureau as well as other applicable legislative requirements.
- Executing his or her duties in a professional and competent manner □ Not engaging on any fraudulent transactions or actions

Waste tyre transporters must:

- Provide their own suitable vehicles and be responsible for all insurance and licensing of the vehicles
- Load and offload their waste tyres in manner that is approved by the managers of the collection and destination sites
- Complete documentation as required by the plan to verify the mass of tyres loaded and delivered to the approved
- Record total kilometres travelled
- Have a current account with a South African bank into which all payments can be electronically transferred (in interest of security ,transparency and sound audit practice, no cash payments will be made).
- Where the size of the business requires it, be registered with SARS and abide by labour and other applicable legislation
- Once a tyre is collected at a dealer or collection point it is deemed as waste. All tyres that are collected/stored must be delivered and cannot be resold **Channels of**

Communication:

- The transport coordinator is the Waste Bureau point of contact for all queries including but not limited to dealers, recyclers, depots, invoicing and documentation. Any dispute, controversy or claim arising out of, or relating to the present agreement shall first go via the relevant Waste Bureau transport coordinator for resolution. Failing in this manner the matter will be referred to a Waste Bureau manager designated for such.
- When information or documentation is being requested by the respective transport coordinator the transporter(s) shall oblige.
- The parties shall coordinate and cooperate at all levels to ensure the smooth running of the operations and bring to one another's attention issues that might require discussion or revision.

Transporter requirements (Personal Protection Equipment (PPE) and vehicle checks)

- Transporters must always be in possession of reflective vests, safety boots, safety gloves and where requested, safety goggles and safety helmets.
- A vehicles that is used for the purpose of transporting waste tyres must be in safe working condition and correctly licenced.
- Drivers and operators must be certified, authorised and fit to operate the class of vehicle.
□ The number of passengers must not exceed the design specification of a vehicle.

- Seat belts must be installed and worn by all occupants at all times. No exemption will be granted or exception made to any supplier delivery goods at Waste Bureau.
- Vehicles should not be left unattended at any point (except on weighbridges).
- The driver of a parked vehicle must, at all times be vigilant of his/her surroundings, load being carried, and when approaching a steep or decline.
- Under no circumstances will the driver operate a cell phone and vehicle simultaneously.

Vehicle and drivers that do not comply with the Waste Bureau requirements shall not be granted access to any part Waste Bureau registered premises.

The below table indicates the measure on which access will be allowed/denied to Waste Bureau registered premises. Each incident will be reported as a Near Hit Observation and the incident will be dealt with according to complaints and incident procedure (refer section 9). Wherever there is access denied as an action, Transport Company will also be issued with a warning letter. More than three letters issued to a transport company will result in immediate suspension.

Description	Defect	Action Taken
Valid driver's license	Invalid or no license	Access Denied
PPE for Driver and assistants	Incorrect or no PPE	Access Denied
Valid vehicle license	Invalid or no license	Access Denied
Exhaust	Hole in exhaust	Access Granted
Serviced fire extinguishers	No fire extinguishers	Access Denied
Fuel Cap	Out of order but closed	Access Granted
	No fuel cap	Access Denied
Lights	Out of order daytime/sunshine	Access Granted
	Out of order daytime/rainy/misty	Access Denied
Mirrors	Cracked	Access Granted
Seat belts	No or broken seat belts	Access Denied
	Not wearing	Access Granted with warning
Oil/diesel	Spillage	Access Denied
Tyres	Heavy damage or no tread	Access Denied
	Light damage	Access Granted
Windscreen	Cracked	Access Granted
	Cracked and vision impaired	Access Denied
Wiper blades	Damaged – rainy weather	Access Granted with warning

4 TRANSPORTER ONBOARDING AND ASSIGNMENT OF TRANSPORTERS TO DEALERS, COLLECTION POINTS AND ROUTES

Waste Bureau has an obligation to exercise fairness and equity when allocating routes to transporters.

Route Allocations:

- Waste Bureau will be responsible for allocating routes to transporters.
- All routes will be determined by area, tyre volumes, frequency and truck type.

Routes and dealers will be reallocated if the allocated Transporter has committed any of the mentioned offences – refer section 6

5 KEY PERFORMANCE OBJECTIVES

The transporter shall follow the procedure as laid out in the transporter agreement and ensure that the key performance objectives are understood and adhered to.

Transporter key performance objectives:

- To service all allocated tyre dealers within the operational month and feedback on a weekly basis for non-servicing.
- To submit accurate and correct invoices on a monthly basis.
- To ensure that, within two days of loading, correct loaded volumes and delivered to the depot and/processor.
- To submit correct and accurate details of employees and vehicle registration numbers on a monthly basis.
- To monitor and close out all en route transactions with the depot and or transport coordinators on a daily basis.
- To adhere to the frequency and load plans on a daily basis and foster open communication regarding deviations from the plan within a 12-hour operational day.
- To be punctual when confirming collection appointment with dealers as per their issued route schedule.

6 TRANSPORTER CODE OF CONDUCT

The code of conduct should act as a guideline to transporters as to what is expected of them from an ethical point of view, both in their individual conduct and in their relationship with dealers, depots and processors. Compliance with the code of conduct can be expected to enhance professionalism and help to ensure confidence in the environment.

Relationship with dealers, depots and processors A

transporter:

- Promotes the unity and wellbeing of the South African nation in performing his or her duties.
- Is polite, helpful and reasonably accessible in his or her dealings with the public, at all times treating customers with high standards and service.
- Has regard for the circumstances and concerns of the public in performing his or her duties and in the making of decisions affecting them.
- Does not unfairly discriminate against anyone on account of race, gender, ethnic or social origin, colour, sexual orientation, age, disability, religion, political persuasion, conscience, belief, culture language.
- Respects and protects every person's dignity and his or her rights as contained in the constitution.

Relationship with colleagues:

A transporter:

- Co-operates fully with other employees to advance their company or sole proprietary.
- Executes all reasonable instructions by persons officially assigned to give them.
- Refrains from favouring relatives and friends in work-related activities and never abuses his or her authority, or influences another employees, nor is influenced, to abuse his or her authority.
- Uses the appropriate channels to air his or her grievances or to direct representations.
- Is committed to the optimal development, motivation and utilisation of his or her staff and the promotion of sound labour and interpersonal relations.
- Deals fairly, professionally and equitably with other employees, irrespective of race, gender, ethnic or social origin, colour, sexual orientation, age, disability, religion, political persuasion, belief, culture or language and refrains from party political activities in the workplace.

7 TRANSPORTER DISCIPLINARY CODE

The objective of the disciplinary code is to regulate discipline with Waste Bureau transporters. The code is based on the following:

- The right of Waste Bureau to take appropriate disciplinary steps against any transporter who acts in a manner conflicting with the interest of Waste Bureau directions or the transporter code of conduct.
- The emphasis of this system is on prevention, justice and rehabilitation for Waste Bureau transporters.

Formal procedures do not have to be invoked every time a rule is broken or standard is not met. Informal advice and corrections are accepted as the best and most effective way for Waste Bureau to deal with minor violations of these Standard Operating Procedures, transporter agreements or the code of conduct.

Repeated minor misconduct warrants warnings, which themselves may be graded according to the degree of severity. More serious infringements may call for a final warning or other action such as termination of contract. Termination, however will be reserved for cases of serious misconduct.

Verbal warning:

- Verbal warnings will not apply in cases of serious misconduct.
- This step will normally be the first formal action instituted against a transporter for failure to meet performance requirements, breach of Transporter agreement or the code of conduct.

Written Warning:

- The written warning may be used when the verbal warnings fails to produce the required results.
- The transport co-coordinator can record, in writing the incident that gave rise to the issuing of such a written warning.
- Written warnings will be issued as soon as the incident comes to the transport coordinators attention.

Termination:

- Termination may be used where previous written warnings have failed to produce the required results.
- Suspension will take effect when there is no resolution after the two week notice period
- Following an investigation, the transport co-ordinator will record in writing the incident and send it onto the legal department.
- Fighting or assaulting others, whilst at Waste Bureau depots and or premises, or attempting to injure or any way intimidate Waste Bureau staff.
- Being involved in bribery and committing fraud. This will include but it is not limited to, altering quantities on collection/delivery notes.
- Selling and/or distribution of waste tyres.
- Colluding with dealers, depots, processors, transporters or any other entity where a conflict of interest is present.
- Using Waste Bureau's name for personal gain in any form other than that of waste tyre collections.

This list is not all inclusive and a transporter contract may be terminated immediately for any offence recognised by law.

Avoiding conflict of interest

A conflict of interest is a situation in which a person or organization is involved in multiple interests, whether these consists of a financial interest or otherwise. This situation has the potential to undermine the impartiality of a person, of which could possibly corrupt the motivation of the individual or organization. An example of a conflict of interest would be if a transporter is also a tyre dealer. If a transporter is identified as a tyre dealer the following will be required:

☐ A signed declaration to be handed in by the tyre transporter ☐

The declaration include:

- Acknowledging the conflict of interest and agreeing to discontinuation of one of the businesses

8 OCCUPATIONAL HEALTH AND SAFETY (OHS) AND SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ)

8.1 Working hours and fatigue management

As with other occupational health and safety issues, transporters have a general “duty of care” obligation to ensure that as far as possible drivers and/or general assistants are not exposed to hazards and risks that could arise from their working hour’s arrangements. Even though the transporter has an obligation to ensure the employees safety, it is a joint responsibility between the transport company and the driver and/or general worker for health and safety in the workplace.

- Transporters are required to actively manage the drivers’ duty and driving hours.
- In order to manage fatigue and prevent any injury whilst on duty, the transporter will be required to complete a monthly risk assessment and submit to Waste Bureau on a monthly basis.
- The risk will include:
 - Identification of hazards: ○ Risk management is about identifying hazards. This involves anything that may cause injury or harm to the health of a person.
 - Risk assessment:
 - Assessing the risks of the injury or harm arising from the identified hazards. This involves looking at the chance or likelihood of a hazard occurring and, if it does occur, the extent of any harm or injury, i.e. the consequences. This is a mean of deciding which hazards need to be addressed first or where there is the highest risk or injury or harm.
 - Risk control: ○ Implement control measures to eliminate or reduce the risks of a person being injured or harmed and ensure they monitored and reviewed on an ongoing basis.

8.2 Drugs and alcohol

In the workplace being under the influence of alcohol or drugs can seriously impair an individual’s judgement and ability to react quickly, leading to an increased risk of accidents and injuries.

- Alcohol dependence is defined as: “The habitual drinking of intoxicating liquor by an individual, whereby the individual’s ability to perform his/her duties is impaired or his/her attendance at work is interfered with, or he/she endangers the safety of other.
- Drug dependence is defined as: “The habitual taking of drugs by an individual other than drugs prescribed as medication, whereby the individual’s ability to perform his/her duties is impaired or his/her attendance at work is interfered with, or he/she endangers the safety of others.
- Illegal drugs include but are not limited to heroin,, cocaine, ecstasy and amphetamines.
- During working hours, and at all times whilst on the premises, transporters, drivers and/or the general assistants must be free from the influence of drugs and alcohol.
- This will help to ensure the health and safety of all the employees and others with whom they come into contact, to maintain the efficient operation of the business, and to ensure customers receive the service they require.
- The following rules will be strictly enforced:
 - No transporter, driver or general worker shall:
 - Report or try to report for work when unfit due to alcohol or drugs(whether illegal or not) or to substance abuse
 - Be in possession of alcohol or illegal drugs in the workplace.
 - Supply others with illegal drugs in the workplace.
 - Supply others with alcohol in the workplace
 - Consume alcohol or illegal drugs or abuse or any substance whilst at work.

- Employees and workers must ensure they are aware of the side effects of any prescription drugs and advise the transport owner immediately of any side effects of prescription drugs which may affect work performance or the health and safety of themselves or others from example drowsiness.
- Breaking of these rules is gross misconduct and Waste Bureau will take disciplinary action for any breach of these rules, which may include immediate termination of contract.

8.3 Cell Phone Usage while driving

To foster a safe driving environment and to protect the welfare of, not only our transporters, but other people whose safety could be jeopardized by distracted driving, the following plan has been adopted.

- All drivers will be prohibited from using text messaging, email or any similar form electronic communication while operating a vehicle unless used in conjunction with a hand held device.
- Transporters and drivers are generally encouraged to adhere to the following behaviours and safety precautions while driving:
 - Attempt to make all or other communications before departing on a trip or after arriving at your destination.
 - Pull off the road to a safe location before making or returning cell phone calls or any form of electronic communication.
 - Avoid the use of cell phones in hazardous conditions due to weather, road conditions or otherwise.

8.4 Seatbelts

Seat belt legislation requires the fitting of seat belts to vehicles and the wearing of seat belts by vehicle occupants. Seat belts reduce serious crash related injuries and deaths by about half. Air bags provide added protection but are not a substitute for seat belts. Air bags plus seat belts provide the greatest protection for adults.

- All transporters shall use the seat belt installed by the vehicle manufacturer, properly adjusted and securely fastened when driving.
- The driver of the vehicle will be held responsible for insuring compliance by all the occupants of the vehicle
- No person shall operate a vehicle in which any seat belt is not operational and no person shall be transported in the vehicle in which the safety restraint or seat belt is inoperable.
- The transporter shall not modify, remove or tamper with the vehicle seat belts except for vehicle maintenance and repairs.
- If any of the seat belts in the vehicle are not operational, it must be reported to the transport owner immediately. Prompt action must be taken to replace or repair the system.

8.5 Driving safety standards

- All transporters must maintain their vehicle in a roadworthy condition.
- Maintenance and service schedules must be submitted to Waste Bureau on a monthly basis.

- All vehicles that are older than three years must have a valid roadworthy certificate.
- All transporters must ensure that every employee has a current drivers licence.
- All transporters must confirm that they are in possession of the appropriate insurance with cover for using the vehicle for business use (the employee should present copies of certificates annually or as when requested for inspection).
- The transporter must ensure that the driver informs them of any changes in circumstances such as any prescription medication or changes to health that may affect their ability to drive safely.
- The drivers should report any defects to the transport owner immediately. Drivers should never drive defective vehicles.
- The drivers should be aware of any action that needs to be taken in an emergency situation.
- Drivers must be physically fit to drive.
- Drivers must never drive under the influence of alcohol and/or drugs.
- Some prescription drugs can adversely affect the ability to drive so drivers should always check this with the Doctor or Pharmacist.
- Drivers should undergo regular eye test and must wear the correct eyewear.
- Drivers must avoid using a cell phone while driving and must pull over to a safe parking area to take calls whilst driving it is also advisable that the correct hands free ear pieces are worn.
- Drivers must drive within the speed limits and to the speed dictated by the road conditions which may mean more slowly than the limit.
- Drivers must follow through on approved routes.
- Drivers must take sufficient breaks whilst on duty to prevent fatigue and always allow extra journey time to allow for bad weather and/or traffic congestion.
- Drivers must stay calm and relaxed while driving and avoid situations which could lead to stress or road rage.

8.6 Hazards

General checklist:

- Is the truck or trailer correctly positioned or levelled?
- Are wheel shocks in place?
- Is there any damage to the truck or trailer?
- Are the appropriate people and equipment available for loading or offloading □
Does the product require special lifts or a crane to handle the load

Loading:

- Has the vehicle been moved to the designated areas?
- Are all helpers in sight of the forklift or crane operator?
- Are the load restraints suitable to secure the load?
- Is documentation completed for all cargo being dispatched?

Offloading:

- Has any freight moved while in transit?
- Are top-loaded items stable?
- Has the driver been moved to the designated areas?

Common injuries:

- The most common injuries are strains, sprains, fractures due to lifting, moving, carrying and putting down objects.
- Manual lifting, if not done properly, could result in very serious incidents at our dealers' depots or Processors.
- Moving elevated and unbalanced loads could also cause tripping and/or bumping into other objects.
- Wearing gloves when lifting or moving loads could help prevent injuries from splinters or other sharp objects such as nails etc.
- Other potential injuries include falling of vehicles or jumping off vehicles trailers etc.

9 DEPOT OPERATING HOURS AND CONDITIONS

Unless alternative arrangements have been made with a transport co-ordinator and depot manager, transporters are only permitted into the depot during depot operating hours.

- Depots are open Monday to Friday 07:30 to 16:30
- Depots receive tyres from 08:00 to 16:00
- Depots may operate outside normal operating hours from time to time based on operational requirements.

9.1 Depot signage

All transporters entering the depot premises are required to note and comply with the requirements and directions of the Waste Bureau and other applicable legislations as outlined on the depot signage.

All depots will display clear and visible mandatory signage as prescribed by applicable laws and regulations in and outside the depot premises.

The signage will include the following:

- a. National standards and norms for storage of waste
 - The risks involved in entering the site
 - Hours of operation
 - Telephone number of the depot
 - Address of the depot
 - Name and contact details of the depot manager
 - Emergency contact details for the depot
- b. Safety requirements(disclaimer)
 - Personal Protection Equipment(PPE)
 - Guns and other weapons restrictions
 - Alcohol restrictions
 - Speed limits
 - Prohibition of smoking and open flames
 - Entry restrictions
 - Prohibition of cameras

9.2 Depot Emergency Procedures

All Waste Bureau registered depots will have emergency procedures that need to be observed by all depot personnel and visitors on site. All depot visitors, including transporters, will follow the instructions of the designated health and safety representatives in case of any emergency.

The following should be clearly visible to depot visitors:

- Depot signage
- Designated emergency area

9.3 Depot Access Control

All Waste Bureau registered depots will have operational access control facilities to prevent any unauthorised entry into the depot facilities. The access control facilities will be monitored by an accredited security service provider during operational and non-operational hours. All depot visitors, including Waste Bureau accredited transporters and assistants, will need to comply with all security access control procedures which include:

Access control register:

The driver of a vehicle or truck will complete the access control register upon arrival at the entrance gate of the depot.

The following information will be provided on the access control register:

- Name of the company(where applicable)
- Name of the driver
- Vehicle registration number
- Trailer registration number(where applicable)
- Date
- Time in
- Contact number
- Purpose of visit

Vehicle searching:

Security guards will inspect the inside of the vehicle for any hazardous or unauthorised items. Vehicles found in possession of hazardous or unauthorised items will be prevented from entering the depot.

Breathalyser testing

- The security guard on duty will ensure that all depot visitors, including drivers and their assistants, undergo a breathalyser test when entering the depot facilities.
- Where the results are negative the security guard will proceed with the access control register and allow access into the depot.
- Depot visitors will not be granted access into the depot where they have tested positive for alcohol consumption.
- The security guard will inform the depot OHS representative of any non-conformance.

- The OHS representative will issue a non-conformance report to the employer of the offending party.

10 HANDLING OF COMPLAINTS AND INCIDENTS

All transporters will be required to record complaints and incidents on the specified form and submit this to the waste Bureau within a day of the incident / complaint occurring.

All incidents at the depot and or dealers will be investigated handled and reported in accordance with the applicable laws and regulations.

Definitions:

- Incident: an unexpected or isolated occurrence including, but not limited to, vehicle collisions such incidents may result in personal injury or loss of life damage to property and traffic disruptions, amongst others.
- Complaint: a statement that something is unsatisfactory or unacceptable.

Investigation and reporting

The Waste Bureau transport coordinator will be the primary contact point between Waste Bureau and transporters. All complaints and/or queries would be reported in writing to the transport coordinator. Where complaints cannot be resolved they will be escalated to the designated Waste Bureau manager.

Details will be provided in due course for any concerns related to possible fraudulent activity within our network and you wish to be anonymous.

11 REPORTING

11.1 Employee Records

At the end of the month, all transporters or designated contact persons will be required to submit a report of all staff employed by the company. Transporters or designated contact persons must:

- Complete the reporting template by providing:
 - Employee initials
 - Surname
 - ID numbers
 - Demographic group
- Certified copies of new employees ID and /or drivers licence

11.2 Non-Serviced Dealers Report

On a weekly basis the transporter will be required to submit the load plan for the current week and feedback as to why dealers have not been serviced. The report will assist in planning for the following week and increasing our dealer serviced network.

- The loan plan will include dealers that were expecting a service based on their frequency.
- The weekly report from the transporter will include the reasons for non-servicing

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)



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

