

REQUEST FOR PROPOSAL

RFB NUMBER:	RFB009/2025			
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL PRODUCTS (PETROL & DIESEL) TO SAFCOL FOR A PERIOD OF THREE (3) YEARS			
PUBLICATION DATE:	07 AUGUST 2025			
VALIDITY PERIOD:	90 DAYS FROM THE CLOSING DATE			
CLOSING DATE:	01 SEPTEMBER 2025			
CLOSING TIME:	12H00			
BRIEFING SESSION	COMPULSORY BRIEFING SESSION WILL BE HELD ON MICROSOFT TEAMS AS PER BELOW LINK			
	Join the meeting now			
	DATE: 18 AUGUST 2025			
	TIME: 11H00 - 12H30 FAILURE TO ATTEND THE SESSION WILL LEAD TO DISQUALIFICATION			
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	SAFCOL ABSA BUILDING 3rd FLOOR (Reception) 20 PAUL KRUGER STREET MBOMBELA 1200			
PRICE OF BID DOCUMENT	NO CHARGE			
SCM INQUIRIES:	Ms. Lungile Moeketsi			
For all bidding related enquiries	E-mail: <u>Lungile.Moeketsi@safcol.co.za</u>			
NAME OF BIDDER:				
TOTAL BID AMOUNT (II	ncluding VAT): R			

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it shall not be accepted for consideration.

The SAFCOL's Bid Box is generally accessible 8 hours a day from 08h00 to 16h30; 5 days a week (Monday to Friday). Bidders must ensure that they **deposit their bids in the tender box situated next to the reception**.

(Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Indicate the type of Bidding structure by marking with an 'X':

BIDDING STRUCTURE

Individual bidder

Joint venture

g:			
If Joint Venture, indicate the following: (To be completed for each JV)			

If Joint Venture, indicate the following	g: (To be completed for each JV)
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
	(To be completed for each Consortium member)
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
If using subcontractors, indicate the subcontractor)	following: (To be completed for each
Name of prime contractor	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	

	ontractor)	ontractors, indicate the following: (To be completed for each
Fax n	number	
E-ma	il address	S
Posta	al address	8
Physi	ical addre	ess
Check	dist of do	cuments to be submitted:
Please	e tick in ti	he relevant block below
YES	NO	
		Submit an Original bid document and a copy.
		SBD 1: Invitation to Tender (with a signature of an authorized representative of the Tenderer)
		Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorized representative of the Tenderer)
		SBD 3.1 Pricing Schedule
		SBD 4- Bidder's disclosure
		SBD 6.1 Preference Point Claim Form in terms of the preferential procurement regulations 2022
		Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
		Certified copies of latest share certificates, in case of a company.
		A breakdown of how fees and work will be spread between members of the Tendering consortium.
		Supporting documents to responses to Mandatory Criteria
		Supporting documents – Central Supplier Database Registration Summary

Report

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SAFCOL						
BID NUMBER:	RFB009/2025	CLOSING DATE:	01 SEPTEMBER 2025	CLOSING TIME:	12:00	
DESCRIPTION APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL PRODUCTS (PETROL & DIESEL) TO SAFCOL FOR A PERIOD OF THREE (3) YEARS						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).						

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

(OTTLET ADDITESO)							
SAFCOL ABSA BUILDING 3rd FLOOR (Re 20 PAUL KRUGER STREET MBOMBELA 1200	eception)						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NU	MBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NU	MBER			
E-MAIL ADDRESS			·				
VAT REGISTRATION NUMBER							
				1			
	TCS PIN:		OR	CSI No:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes	☐ No	B-BBEE STATUS LEVEL SWORN AFFIDA	; 	☐ Yes No	3	
IF YES, WHO WAS THE							

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOS CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		CONTEMPL CORPORAT	NTING OFFICE ATED IN THE (ION ACT (CCA	CLOSE ()	
			TION AGENCY I AFRICAN AC(ANAS)		
		A REGISTER	RED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VER EMEs& QSEs) MUST BE SUBMI POINTS ON SPECIFIC GOALS,	ITTED IN O	RDER TO QU			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	BASED S FOR THE	GOODS S/WORKS	☐Yes [IF YE: ANSW B:3 BE	— S 'ER PART
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g., resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIR DIRECTED TO:	RIES MAY E	BE	TECHNICAL MAY BE DIR		
DEPARTMENT/ PUBLIC ENTITY	SAFCOL		CONTACT PERSON		N/A
CONTACT PERSON	N/A		TELEPHONE NUMBER		N/A
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER		N/A
FACSIMILE NUMBER	N/A		E-MAIL ADDF	RESS	N/A
E-MAIL ADDRESS	tenders@	safcol.co.za			

PART B

TERMS AND CONDITIONS FOR BIDDING

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? THE YES NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE
FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.
FER 2.3 ADOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

GENERAL INFORMATION

1 NON-EXPECTATION:

Notwithstanding anything stated in the Request for Proposals ("**RFP**"), in the advertisements published in respect of the RFP, any answers or clarification provided by the SAFCOL as part of the SCM process or otherwise:

- 1.1 The procurement of accommodation, goods or services will be at the SAFCOL's sole and absolute discretion and the SAFCOL reserves the right, including without limitation: not to accept any proposal/bid and to cancel the RFP and this TOR, without awarding any contract; unilaterally to amend/supplement/split the specifications on the basis of which the RFP and this TOR is made, including but without limiting, the right to withdraw any part of the service requirement;
 - 1.1.1 to ask clarification of their proposals/bids from any one or more of the bidders;
- 1.1.2 to conduct one or more inspections *in loco* at the venues and facilities offered; and
- 1.1.3 to link any conditions, it deems appropriate to its acceptance of any bid.
- 1.2 the RFP, its advertisement or this TOR does not constitute an offer. The aforementioned documents intend only to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 1.3 the lowest or any proposal/bid may not necessarily be accepted.
- 1.4 nothing in the RFP, this TOR or in the advertisements published in respect of the RFP or in the actions of the SAFCOL, the Head/Acting Head of the SAFCOL, the SAFCOL's agents, members, officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFP, the advert for the RFP or this TOR or any other matters.

2 CONDITIONS AND UNDERTAKINGS BY BIDDER BID

2.1 The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of

the page in question.

- 2.1.1 Black ink should be used when completing Bid documents.
- 2.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SAFCOL will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
 - 2.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SAFCOL on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
 - 2.3 I/We agree that -
 - 2.4 the offer herein shall remain binding upon me/us and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing hour and date of the Bid:
 - 2.5 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

2.6 NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

- 2.7 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.8 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	

Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)	
Telephone Number	FAX Number:
Cell Number	E-mail Address:

Confidentiality

- 2.9 The information contained in this document is of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder, partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 2.10 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 2.11 The receiving party shall not, during the period of validity of this process, or at any time, thereafter, use or disclose, directly or indirectly, the confidential information of SAFCOL (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.12 The receiving party shall take all such steps as may be reasonably necessary to prevent SAFCOL's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, SAFCOL shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 2.13 Any documentation, software or records relating to confidential information of SAFCOL, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process shall:
 - 2.13.1 be deemed to form part of the confidential information of SAFCOL;

- 2.13.2 be deemed to be the property of SAFCOL;
- 2.13.3 not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 2.13.4 be surrendered to SAFCOL on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3 News and press releases

3.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, SAFCOL and its Client.

4 Precedence of documents

- 4.1 This RFP consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 4.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter, and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SAFCOL may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAFCOL.
- 4.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It, however, remains the exclusive domain and election of SAFCOL as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of SAFCOL in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

5 Preferential procurement reform

- 5.1 SAFCOL supports B-BBEE as an essential ingredient of its business. In accordance with government policy, SAFCOL insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 5.2 SAFCOL shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2022.

6 National Industrial Participation Programme

6.1 The National Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and

therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5 is not applicable for this bid.).

7 Language

7.1 Bids shall be submitted in English.

8 Gender

8.1 Any word implying any gender shall be interpreted to imply all other genders.

9 Headings

9.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

10 Security clearances

- 10.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the SSA and/or SAFCOL commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- 10.2 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

11 Occupational Injuries and Diseases Act 13 of 1993

The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. SAFCOL reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to SAFCOL.

12 Formal contract

- 12.1 This RFP, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalized between SAFCOL and/or its clients and the enterprise(s) to whom SAFCOL awards the bid in whole or in part.
- 12.2 Any offer and/or acceptance entered verbally between SAFCOL and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

13 Protection of Personal Information

In responding to this bid, SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that is shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any process any personal information disclosed by SAFCOL in the bidding process in the same manner.

14 Reasons for disqualification

- 14.1 SAFCOL reserves the right to disqualify any bidder, which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
- 14.1.1 bidders whose tax matters have not been declared by the South African Tax Revenue services to be in order, or that satisfactory arrangements have been made with the South African Tax Revenue Services to meet the bidder's tax obligations;
- 14.1.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFP;
- 14.1.3 bidders who submitted information that is fraudulent, factually untrue for inaccurate, for example memberships that do not exist, Work references, experience, etc.;
- 14.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
- 14.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 14.1.6 bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
- 14.1.7 bidders who are listed on the National Treasury's database of restricted suppliers and defaulters.

15 National Treasury's Central Supplier Database (CSD)

15.1 Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SAFCOL is required to ensure that price proposals are invited and accepted from prospective Tenderers listed on the CSD. Tender may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at https://secure.csd.gov.za/. Respondents are required to provide the following to SAFCOL in order to enable it to verify information on the CSD:

Supplier	Number:	 unique	registration	reference	number:

16 Bid preparation

- 16.1 All additions to the proposal documents i.e. annexures, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 16.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed RFP response format.
- 16.3 There shall be no public opening of the Bids received. Unless specifically provided for in the proposal document, Bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 16.4 No Bids from any bidder with offices within the Republic of South Africa (RSA) shall be accepted if sent via the Internet or e-mail.
- 16.5 Bids from international bidders with no office or representation in the RSA shall not be accepted.

17 Oral presentations and briefing sessions

- 17.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SAFCOL. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SAFCOL shall schedule the time and location of these presentations. Oral presentations are an option of SAFCOL and may or may not be conducted.
- 17.2 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform SAFCOL not later than ten (10) days after the publication of the Bid.

The closing date for questions/ enquiries on this RFB009/2025 is 27 AUGUST 2025 at 12H00.

GENERAL CONDITIONS OF BID AND CONDITIONS OF CONTRACT

- Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state either "Comply" or "Do not Comply" (with a $\sqrt{\ }$)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 2 A "✓" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "Do Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder **does not accept** the content of the applicable paragraph.
- 3 The following bid conditions will govern the contract between the SAFCOL and the

This Bid is subject to the General Conditions of Contract	Comply	Do not Comply
referred to in this document.		
Telefred to in this document.		

3.2

The laws of the RSA shall govern this RFP and the bidders	Comply	Do not Comply
hereby accept that the courts of the Republic of South Africa		
shall have the jurisdiction.		

3.3

SAFCOL shall not be liable for any costs incurred by the	Comply	Do not Comply
bidder in the preparation of response to this RFP. The		
preparation of response shall be made without obligation to		
acquire any of the items included in any bidder's proposal or		
to select any proposal, or to discuss the reasons why such		
vendor's or any other proposal was accepted or rejected.		

3.4

SAFCOL SCM may request written clarification regarding	Comply	Do not Comply
any aspect of this proposal. The bidders must supply the requested information in writing within the specified time		
frames after the request has been made, otherwise the proposal shall be disqualified.		

3.5

bidders are required to provide copies of signed agreements	
stipulating the work split and rand value.	

3.6

SAFCOL reserves the right to; cancel or reject any proposal	Comply	Do not Comply
and not to award the proposal to the lowest bidder or award		
parts of the proposal to different bidders, or not to award the		
proposal at all.		

Where applicable, bidders who are distributors, resellers	Comply	Do not Comply
and installers of network equipment are required to submit		
back-to-back agreements and service level agreements		
with their principals.		

By submitting a proposal in response to this RFP, the bidders	Comply	Do not Comply
accept the evaluation criteria as it stands.		
accept the evaluation chieffa as it stands.		

Where applicable, SAFCOL reserves the right to conduct	Comply	Do not Comply
benchmarks on product/services offered during and after the		
evaluation.		

3.10

SAFCOL reserves the right to conduct a pre-award's survey	Comply	Do not Comply
during the source selection process to evaluate contractors'		
capabilities to meet the requirements specified in the RFP		
and supporting documents.		

3.11

Where the Bid calls for commercially available solutions,	Comply	Do not Comply
bidders who offer to provide future based solutions will be		
disqualified.		

3.12

The bidder should not qualify the proposal with own	Comply	Do not Comply
conditions.		
Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.		

3.13

Should the bidder withdraw the proposal before the proposal	Comply	Do not Comply
validity period expires, SAFCOL reserves the right to recover		
any additional expense incurred by SAFCOL having to		
accept any less favourable proposal or the additional		
expenditure incurred by SAFCOL in the preparation of a new		
RFP and by the subsequent acceptance of any less		
favourable proposal.		

		Comply	Do not Comply
--	--	--------	---------------

Delivery of and acceptance of correspondence between	
SAFCOL and the bidder sent by prepaid registered post (by	
air mail if appropriate) in a correctly addressed envelope to	
either party's postal address or address for service of legal	
documents shall be deemed to have been received and	
accepted after (2) two days from the date of postage to the	
South African Post Office Ltd.	
2.15	

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the	Comply	Do not Comply
contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SAFCOL shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.		
Such cancellation shall mean that SAFCOL reserves the right to award the same proposal to next best bidders as it deems fit.		

3.16

In the case of a consortium or JV, each of the authorised	Comply	Do not Comply
enterprise's members and/or partners of the different		
enterprises must co-sign this document.		

3.17

	Any amendment or change of any nature made to this RFP	Comply	Do not Comply
	shall only be of force and effect if it is in writing, signed by		
	SAFCOL signatory and added to this RFP as an addendum.		
ı			1

Failure or people of hy either perfects (at any time) enforce any	Comply	Do not Comply
Failure or neglect by either party to (at any time) enforce any		
of the provisions of this proposal shall not, in any manner, be		
construed to be a waiver of any of that party's right in that		
regard and in terms of this proposal. Such failure or neglect		
shall not, in any manner, affect the continued, unaltered		
validity of this proposal, or prejudice the right of that party to		
institute subsequent action.		

Bidders who make use of subcontractors.	Comply	Do not Comply
The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SAFCOL and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

All services supplied in accordance with this proposal must	Comply	Do not Comply
be certified to all legal requirements as per the South African		
law.		

3.21

No interest shall be payable on accounts due to the	Comply	Do not Comply
successful vendor in an event of a dispute arising on any		
stipulation in the contract.		

3.22

Evaluation of Bids shall be performed by an evaluation panel established by SAFCOL.	Comply	Do not Comply
Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.		

3.23

lf	the	successful	bidder	disregards	contractual	Comply	Do not Comply
specifications, this action may result in the termination of the							
cor	tract.						

3.24

The bidders' response to this tender, or parts of the	Comply	Do not Comply
response, shall be included as a whole or by reference in the		
final contract.		

Co	omply	Do not Comply
----	-------	---------------

SAFCOL has discretion to extend the validity period should	
the evaluation of this bid not be completed within the	
stipulated validity period.	

Upon receipt of the request to extend the validity period of	Comply	Do not Comply
the bid, the bidder must respond within the required time		
frames and in writing on whether or not he agrees to hold his		
original bid response valid under the same terms and		
conditions for a further period.		
original bid response valid under the same terms and		

3.27

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been affected and the original wording or phrasing shall be used		Do not Comp ly
original wording or phrasing shall be used.		
3.28		
The Bidder has read, understood and commit to comply with the		
SAFCOL Supplier code of conduct obtainable from:		
t: https://www.safcol.co.za/opportunities/procurement-		
opportunities#:~:text=Supplier%20Code%20Of%20Conduct%3A%		
20Click%20Here		
NB: Non-compliance will lead to disqualification from the bid		
process.		

SBD 3.1:PRICING SCHEDULE

Name of bidder:
BID NUMBER: RFB009/2025 Closing Time 12:00

PLEASE NOTE:

OFFER TO BE VALID FOR 90 DAYS FROM 01 SEPTEMBER 2025 (THE CLOSING DATE OF BID).

The bidder must provide the total price for the

RFB009/2025- APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL PRODUCTS (PETROL & DIESEL) TO SAFCOL FOR A PERIOD OF THREE (3) YEARS

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indica	ated below: If applicable each year		
1 2	Please indicate your total bid price here: R	equested a t in your p l above sh	above. pricing nall be
3	NOTE: All prices must be VAT inclusive and must be quoted in Rand (ZAR).	in South A	Arrican
4 5	Are the rates quoted firm for the full period of the contract? Mandatory: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also dibreakdown.	ES NO	
6.			
	price adjustments that are 100% linked to exchange rate variations all be allowed.	Comply	Not comply
Su	bstantiate / Comments		
we	e bidder must indicate clearly , which portion of the service price as II as the monthly costs is linked to the exchange rate.	Comply	Not comply
	bstantiate / Comments		
8.		<u> </u>	
All	additional costs must be clearly specified.	Comply	Not comply
Su	bstantiate / Comments	l	l

This annexure should be completed and signed by the Bidder's authorised personnel as

Price Declaration Form

Dear Sir/Madam

•		ocument, Tender no. RFB009/2025 , the Annexes to the Tender Document, we to
		_, for the total tendered contract sum of
R		(including VAT
		(including VAT)
We confirm that this price cove	rs all services for the	
RFB009/2025- APPOINTMEN	T OF A SERVICE PR	OVIDER TO SUPPLY AND DELIVER
FUEL PRODUCTS (PETROL 8	& DIESEL) TO SAFC	OL FOR A PERIOD OF THREE (3)
YEARS		
no additional costs whatsoever related to the provision of this for a period of 90 days from the	r over and above this services We undertal e date of submission o	. We confirm that the SAFCOL will incur amount in connection with the services se to hold this offer open for acceptance of offers. We further undertake that upor n delivery when required to do so by the
this Form of Tender, together	with a written accep	nents have been prepared and executed tance from the Client shall constitute and conditions set out in this Reques
•	•	owest or any offer and that we must bear preparing and submitting this tender.
to divulge to any persons, oth	ner than the persons mission of this tender	tender remains open for acceptance no to which the tender is submitted, any or the details therein except where such
SIGNED		DATE:
(Print name of signatory)		
Designation		
FOR AND ON BEHALF OF:	COMPANY NAME	
	Tel No	
	Fax No	
	Cell No	

SBD 4: Declaration of Interest

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 2.2.1	Do you, or any person cor who is employed by the pi If so, furnish particulars:		nave a relationship with any person
2.3	-	ontrolling interest in the e	shareholders / members / partners enterprise have any interest in any ding for this contract?
2.3.1	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.

3 DE

3.1 3.2

3.3

3.4

3.4

3.5

3.6

Position

ECLARATION				
I, (name) accompanying bi and complete in o	d, do hereby make			
I understand that not to be true and The bidder has consultation, co However, commute construed as In addition, there arrangements we prices, including allocation, the intention not to vervices to which The terms of the bidder, directly of	I understand the contact the accompanying decomplete in every arrived at the accommunication, agreunication between poollusive bidding. The have been not it in any competitor methods, factors ention or decision to the bid and contact the bid invitation reaccompanying bid reaccompanying of the awarding of the	bid will be disquarespect; mpanying bid incement or arrangartners in a joint seconsultations, conference or formulas used submit or not to siditions or delivery lates. have not been, arompetitor, prior to	dependently from gement with an venture or consommunications, a uality, quantity, d to calculate pubmit the bid, bid particulars of the colon of the	n, and without y competitor. rtium2 will not greements or specifications, prices, market dding with the ne products or sclosed by the
made by the bid procurement pro- clarification on the	n no consultations, dder with any officiances prior to and the bid submitted who in the drafting of the	al of the procurin during the biddir ere so required by	g institution in rang process except the institution;	elation to this ept to provide and the bidder
combat any restri will be reported imposition of adm 89 of 1998 and of criminal investigal sector for a peri	in addition and wit ictive practices relate to the Competition inistrative penalties or may be reported tion and or may be read not exceeding frupt Activities Act N	ed to bids and cor in Commission f in terms of section to the National P estricted from con- ten (10) years in	ntracts, bids that a or investigation in 59 of the Comp trosecuting Author ducting business terms of the P	are suspicious and possible petition Act No prity (NPA) for with the public revention and
ABOVE IS CORF I ACCEPT THAT TERMS OF PAF PREVENTING A	T THE INFORMATI RECT. T THE STATE MAY RAGRAPH 6 OF PI ND COMBATING A LD THIS DECLARA	REJECT THE EFMA SCM INSTEBUSE IN THE SU	BID OR ACT AG RUCTION 03 OF JPPLY CHAIN M	AINST ME IN 2021/22 ON
Signature			 Vate	

Name of

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. RFB009/2025 APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL PRODUCTS (PETROL & DIESEL) TO SAFCOL FOR A PERIOD OF THREE (3) YEARS

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Procurement from black women owned entities (At least 30% ownership).	4			
Procurement from black owned entities (At least 51% ownership).	2			
Procurement from youth owned entities (At least 51% owned by youth).	2			
Procurement from entities owned by persons with disabilities (At least 51% owned by PWD).	2			

DECLARATION WITH REGARD TO COMPANY/FIRM

3.2.	Name of company/firm									
3.3.	Company registration number:									
3.4.	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	APPLI	CABLE B	OX]

- 3.5. 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:										

1. BACKGROUND

SAFCOL is a state-owned forestry company listed as Schedule 2 major public entity in terms of the Public Finance Management Act 1 of 1999. It was established in 1992 following the promulgation of the Management of State Forest Act 128 of 1992 to promote the development in the long term of the forestry industry according to accepted commercial management practice in South Africa.

The purpose of this Request for Bid (RFB) is an invitation to Bidders (hereinafter referred to as "Bidders") to submit Proposals for the Supply of Fuel (Diesel & Petrol) to Komatiland Forests SOC Ltd (KLF) a subsidiary of SAFCOL, as detailed in this document.

2. OBJECTIVE

SAFCOL plantations in the North and South region consists of 15 plantations is divided into three clusters with objective optimising the re ordering point with convenient synchronised logistics flow. The chosen suppliers must ensure rateable supplies to all SAFCOL plantations.

3. SCOPE OF WORK /SPECIFICATION

On estimated annual volume of 2677039 litres on Diesel and 368084 litres on petrol for Komatiland Forests SOC Ltd, no fixed quantities are reflected in the bid as orders will be placed on the basis of "as and when required" and no guarantee is given or implied as to the actual quantity, which will be procured during the contractual period. End-User departments will place orders based on predetermined estimated annual volume order as reflected in *Table 1 to Table 6*.

3.1 Product Requirements:

- Petrol Unleaded '95
- Diesel 50ppm

Fuel quality: Fuel must comply with South African National Standard, 'Automotive diesel fuel', SANS342 national standards and Unleaded Petrol, SANS 1598. The Bidder shall elaborate on fuel quality standards, additives used and quality assurances.

3.1.1 Cluster One (Diesel)

Table 1 below is a indicative of average fuel consumption per cluster 1 on diesel on 61C and 10C zones out ten centres/plantations

Cluster One												
Table 1. Average diesel consumption for the year 2024/25												
Centres Total litres per annum Avg litres/month S Diesel Tank Capacity												
Belfast 702	70 983	6055	10c		8600L							
	UG 2x 2200 AG											
Berlin 703	140329	15 575	61C	2x 9000L UG	18000L							

Uitsoek 717	55 995	5500	61C	1x 14000 L UG	14000
Witklip736	139 733	11 644	61C	1x9000L UG	9000L
Bergvliet 802	196 096	16 350	61C	2x4500L AG	9000L
Blyde (803)	189 203	15 100	61C	1X14000 AG	14000L
Morgenzone				1X 4500 AG	9000L
Brooklands 804	187 328	15 611	61C	2x4500L UG	9000L
Tweefontein 821	389 776	32500	61C	2x9000L UG	18000L
Wilgeboom 822	204 105	17 009	61C	1x14000L UG	14000L
Total	1572872	135344			

^{*}AG- Obove Ground

3.1.2 Cluster Two (Diesel)

Table 2 below is a indicative of average fuel consumption per cluster 2 on diesel on 6C,8C and 61C zones out six centres/plantations.

Cluster Two												
Table 2. Average diesel consumption for the year 2024/25												
Centres	Total litres per annum	Diesel Tank	Total Capacity									
Jessievale 711	292 499	24 375	8C	1x9000L UG 1x4500L UG	27500L							
Redhill Depot				1x14000LUG								
Ngome 715	55 599	4 633	6C	1x9000L AG	9000L							
Nelshoogte 718	129 774	10 815	61C	2x9000L UG	18000L							
Roburnia 737	228 959	19 080	8C	1x14000L UG	23000L							
Blairmore Depot				1x9000L UG								
Total	706831	58903										

^{*}UG- Underground

3.1.3 Cluster 3 (Diesel)

Table 3 below is a indicative of average fuel consumption per cluster 3 on diesel on 13C zones out five (5) centres/plantations

	Cluster 3												
Table 3. Average diesel consumption for the year 2024/25													
Centres	Total litres per annum	Avg litres/month	Zones	Diesel Tank	Total Capacity								
Woodbush 862	115 381	9 615	13C	1x14000L AG	27200L								
New Agatha		•	•	2x2200L AG									
JDM KEET Depot				4X2200L									
Entabeni 867	199 087	16 591	13C	1x23000L AG	37000L								
				1x 14000L AG									
Timbadola 915	128 523	10 710	13C	2x9000L UG	18000L								
Total	442991	36916	13C										

3.1.4 Cluster 1 (Petrol)

Table 4 below is a indicative of average fuel consumption per cluster 1 on petrol on 10C and 61C zones out ten(10) centres/plantations

Cluster 1													
Table 4. Average petrol consumptions for the year 2024/25													
Centres	Petrol Tank	Total Capacity											
Belfast 702	20 733	1 728	10c	1x3500L UG	3500L								
Berlin 703	24 963	2 080	61C	1x4500L UG	4500L								
Witklip	3 002	250	61C	1x 9000L UG	9000L								
Uitsoek	15072	1256		9000L UG	9000L								
Bergvliet 802	24 401	2 033	61C	1x4500LUG	4500L								
Blyde 803	49 856	4 155	61C	1x4500L UG	4500L								
Brooklands 804	24 702	2 059	61C	1x9000L UG	9000L								
Tweefontein 821	21 970	1 831	61C	2x 4500L	9000L								
Wilgeboom 822	35 000	2 917	61C	1x9000L UG	9000L								
Total	219699	18309											

Cluster 2 (Petrol)

Table 5 below is a indicative of average fuel consumption per cluster 2 on petrol on 6C, 8C and 61C zones out five (5) centres/plantations.

Cluster 2													
Table 5. Average petrol requirements for the year 2024/25													
Centres	Total litres per annum	Avg litres/month	Zones	Petrol Tank	Total Capacity								
Jessievale 711	27 978	2 332	8C	2x4500L UG	13500L								
Redhill Depot				1x4500L UG									
Ngome 715	6 005	500	6C	1x9000L UG	9000L								
Nelshoogte 718	26 404	2 200	61C	2x4500L UG	9000L								
Roburnia 737	29 259	2 438	8C	14000L UG	14000L								
Total	89646	7470											

3.1.5 Cluster 3 (Petrol)

Table 6 below is a indicative of average fuel consumption per cluster 3 on petrol on 13C zones out four(4) centres/plantations.

Cluster 3													
Table 6. Average petrol consumption for the year 2024/25													
Centres	Total litres	Avg	Zones	Petrol Tank	Total								
	per annum	litres/month			Capacity								
Woodbush 862	33 903	2 825	13C	1x4500L	13000L								
W000000311 002	33 903	2 023		UG									
New Agatha				1x4000L									
New Againa			UG										
JDM KEET Depot				1x 4500L									
Futabani 007	04.000	0.070	13C	1x4500L	4500L								
Entabeni 867	24 836	2 070		UG									
Timbadola	_	_	13C										
Timbaadia													
Total	58739	4895											

3.3 Kilometre Distances of SAFCOL Plantation

This indicative of the distance between the plantations and nearst towns in the two regions namely south and north.

Table 7: Details the distance between the various plantations and Nearest large town.																		
Regions	South	South	South	South	South	CNorth	South	CNorth	North	CNorth	South	Central	Central	South	Central	North	North	North
Nearest large town	702 Belfast	711 Jessievale	737 Roburnia	715 Ngome	736 Witklip	803 Bergvliet	703 Berlin	803 Blyde	804 Brooklands North	803 Morgenzon	718	819 Spitzkop	821 Tweefontein	717 Uitsoek	822 Wilgeboom	867 Entabeni/Timb	869 New	862 Woodbush North
Louis Trichardt/ Makhado	415	250	290	008	400	380	222	335	420	335	280	375	370	555	350	45	185	165
Nelspruit	147	185	250	518	46	<u> </u>	33	113	02	116	112	69	06	9	118	425	297	309
Tzaneen	208	368	428	852	257	242	314	191	257	190	333	234	229	286	205	155	31	45
Ermelo	159	80	148	370	303	330	258	361	295	323	206	330	330	260	350	588	426	438
Vryheid	390	225	165	22	470	480	400	200	435	460	320	470	470	400	510	715	695	089
Piet Retief	212	120	09	195	297	260	260	365	298	325	205	320	335	270	353	615	468	579
Polokwane	280	410	455	029	290	280	425	260	265	225	435	275	265	255	265	150	92	22
Nearest town – map reference point	Belfast	Ermelo	Piet Retief	Vryheid	White River	Sabie	Nelspruit	Graskop	Sabie	Graskop	Barberton	Sabie	Sabie	Nelspruit	Hazyview	Louis Trichardt	Tzaneen	Tzaneen

4. FUEL SUPPLY SUPPORT SERVICE

- Availability to deliver fuel to all listed Komatiland Forests (KLF) business units where fuel is required.
- On normal orders, delivery of fuel must be within 36hrs after placement of order.
- On emergency orders, delivery of fuel must be within 6hrs after placement of order.
- Must provide efficient, adequate depot dipsticks,
- Conduct a risk assessment for Fire, Safety and Spillages
- Clearly stipulate the standard operating procedure (SOP) during delivery to illustrate compliance with Safety Standards.
- Confirm delivery time with the Plantation 12 hours prior to making delivery.
- Conduct fuel sample testing through approved laboratories for delivered fuel, and provide the on spot fuel testing kit to business unit for each load received.

- Supply the fuel sample testing kit for detecting foreign substance such as paraffin, water and other.

5. REGULATORY REQUIREMENTS

It is mandatory that the bidder is compliant with the following regulations:

- a) Petroleum Products Amended Act No 2 of 2005
- b) Wholesale / Manufacturing License issued by the Department of Minerals and Energy in terms of the Petroleum Products Acts, 1977 (Act No. 120 of 1977)
- c) Occupational Health and Safety Act 93, Act 85 of 1993

Any changes in any applicable legislation may lead to a re-negotiation on the affected content of any agreements.

6. SPECIAL CONDITIONS OF THE BID

The Bidder should have Wholesale / Manufacturing License issued by the Department of Minerals Energy in terms of the Petroleum Products Acts, 1977 (Act No. 120 of 1977.

6.1 **DUE DILIGENCE**

SAFCOL reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

6.2 SUB-CONTRACTING

In terms of SAFCOL SCM Policy, SAFCOL has an obligation to advance designated groups which include people with disabilities, black youth-owned, black women-owned, contractors based within a certain radius of the project, and contractors who are legitimate representatives of successful land claimants for certain bids where feasible to subcontract. Transformation business unit within SAFCOL shall support and facilitate participation of the identified businesses through its strategies and programmes.

Note: The subcontracting as well as the exact percentage of subcontracting will be agreed upon by the parties during the contracting stage.

7. EVALUATION CRITERIA

The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal. Bidders will be evaluated on functionality. The bidders who score the minimum threshold provided on functionality will be further evaluated on price and specific goals provided in terms of the Preferential Procurement Regulations, 2022. The Bid documents will be evaluated individually on a score sheet, by a representative of the evaluation panel according to the

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evaluation criteria indicated in the Terms of Reference.

All bidders who score less than the minimum threshold of 70 out of 100 points for functionality will not be considered further.

This bid will be evaluated on 90/10 preference point system.

In accordance with the SAFCOL Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) phases namely:

- Phase 1 (a) Administrative Compliance
- Phase 1 (b) Mandatory requirements
- Phase 2 Functionality Evaluation
- Phase 3 Price and Specific goal

Phase 1 (a) Administrative Compliance

Description	Comply	Not
		Comply
Completion in full the Request for Proposal document		
Completion of all SBD Forms		
Proof that tax matters with SARS are in order		
(SARS Pin Number/ Tax Clearance Status)		
Proof of company registration documents (e.g., Pty; Trust; CC etc.)		
Proof/documentation required to claim specific goals points		
(Failure to attach proof will lead to non-allocation of points)		
Registration with Central Supplier Database (CSD)		
Joint Venture Agreement (If Applicable)		

Phase 1 (b) Mandatory requirements

No.	Description:	Comply	Do not
			comply
1.	Attach a copy of Wholesale / Manufacturing License from the		
	Department of Energy for the following fuel types:		
	Petrol		
	Diesel		
	SAFCOL reserve the right to verify the validity of license with		
	the Department of Minerals Resource and Energy		
2.	(a) Attach most recent Bank statement(not older than three		
	months) of the account held by the bidding company with		

available funds of at least R5,2 million or (b) proof of access to	
a credit facility of R5,2 million from an accredited financial	
institution or (c) proof of access to a credit facility of R5,2 million	
from the fuel supplier of the bidding Company (Proof of	
agreement must be attached in the case of c) . In a case of a	
Joint venture both companies must submit their individual bank	
statements and they must have at least R2,6 million each ,	
combined the amount must at least be R5,2million as proof	
available funds.	
Service providers must complete the consent form attached to	
the bid to give SAFCOL permission to verify the submitted	
information in relation to this mandatory criteria.	
	l

CONSENT

I, THE UNDERSIGNED (FULL NAME	- E)							
Certify that the information furnished on the mandatory requirements to be true and correct.								
I accept and give SAFCOL consent to verify the information in line with the mandatory requirements of this bid.								
Signature								
Position	Name of Bidder							

Phase 2 Functionality Evaluation

Description Of Criteria Company Experience (20)	Method Of Evaluation Method Of Evaluation	Points Allocation Points
References letters from client's business letterhead and signed, as proof of validating the experience of the company in providing the fuel bulk service. Reference letters must indicate the following: contract start date and end date, contract value and quantities (litres), contact name, number and quality of the services rendered. N.B. the reference letters that do not conform to the above-outlined aspects will not be considered. Reference letters will be verified with the referee(clients of bidder), reference letters submitted which fails verification will not be considered. (This will be applicable to bidders that have reached the final phase of evaluation)	Reference letter(s) with 1-2 years' experience Reference letter(s) with 3 to 4 years' experience Reference letter(s) 5 and more years' experience	10 15 20
Compliance of the Fuel Products to South African National Standards (Sans) (10)	Method Of Evaluation	Points Allocation
The Bidder shall provide the fuel product that comply to the following South African National Standards: • Permitted metal-free unleaded petrol grades must conform to the South African National Standard, Unleaded petrol, SANS 1598 • The South African National Standard, Automotive diesel fuel grades must conform to the South African National Standard SANS 342	Attached data Sheet of the fuel products namely diesel 50 ppm that meet SANS 1598	5

Description Of Criteria Method Of Evaluation	
Method Of Evaluation	Allocation
Attached data Sheet of the fuel	
products namely petrol ULP 95	5
that meet SANS 342 standards	
Not Attached two data Sheet of the fuel products namely diesel 50 ppm and petrol ULP 95 that meet SANS 1598 and 342 standards	0
Method Of Evaluation	Data
Wethou Of Evaluation	Points Allocation
Own minimum of two tankers with	
	Allocation
Own minimum of two tankers with	Allocation
Own minimum of two tankers with a minimum capacity of 24000L	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each.	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the stated document will lead to	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the stated document will lead to Bidder scoring (zero).	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the stated document will lead to Bidder scoring (zero). NB: This will apply for both leased,	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the stated document will lead to Bidder scoring (zero). NB: This will apply for both leased, contracted transport service	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the stated document will lead to Bidder scoring (zero). NB: This will apply for both leased, contracted transport service provider and owned fleet of	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the stated document will lead to Bidder scoring (zero). NB: This will apply for both leased, contracted transport service provider and owned fleet of tankers.	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the stated document will lead to Bidder scoring (zero). NB: This will apply for both leased, contracted transport service provider and owned fleet of tankers. The Bidder has singed Service	Allocation
Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS Document failure to attach the stated document will lead to Bidder scoring (zero). NB: This will apply for both leased, contracted transport service provider and owned fleet of tankers.	Allocation
	not Attached two data Sheet of the fuel products namely diesel 50 ppm and petrol ULP 95 that meet SANS 1598 and 342 standards

Description Of Criteria	Method Of Evaluation	Points Allocation
	The Bidder has no proof for ownership of tankers, or no full-time lease agreement and has no valid singed SLA for the outsourced logistics function to third party.	0
Capability to Deliver Fuel on Regular Basis (10)	Method Of Evaluation	Points Allocation
The Bidder shall illustrate the capability to deliver fuel on the regular basis, by completing the table below, a Bidder shall complete the required information and failure to complete the required will lead to supplier scoring zero.	The Bidder that is capable of servicing the North region within 400 km radius from the depot and within 36 hours lead-time. The Bidder that is not capable of servicing the plantations within 400 km radius from the depot	0

Capability to deliver Fuel per cluster on Regular basis

The table 8 below is returnable schedule that Bidder has to populate the location, kilometres and delivery hours to determine the capability for delivery of fuel products around the centres/plantations per cluster within 400 km radius from the depot and within 36 hours lead-time.

Description Of Criteria	Method Of Evaluation	Points
Description of official	Method Of Evaluation	Allocation

	From (Your	Distance (km)	Delivery hours for
Clusters	depot) location	Distance (KIII)	Regular deliveries
Cluster 1			
Belfast 702			
Berlin 703			
Uitsoek 717			
Witklip/736			
Bergvliet 802			
Blyde/Morgenzon 803			
Brooklands 804			
Tweefontein 821			
Wilgeboom 822			
Cluster 2			
Jessievale 711			
Ngome 715			
Nelshoogte 718			
Roburnia 737			
Cluster 3			
Woodbush/New Agatha and			
JDM Keet 862			
Entabeni 867			
Timbadola 915			

Capability to Deliver Fuel on Emergency Basis (10)	Method Of Evaluation	Points Allocation
The Bidder shall illustrate the capability to deliver	The Bidder that is capable of	10
fuel on the emergency basis, by completing the	delivering emergency orders	10

Description Of Criteria	Method Of Evaluation	Points Allocation
table below, a Bidder shall complete the required	triggered by the fires incidents	
information and failure to complete the required will	from SAFCOL within 6 hours	
lead to supplier scoring zero.	The Bidder that is capable of	
	delivering emergency orders	_
	triggered by the fire incidents	5
	within 7 to 12 hours	
	The Bidder that is capable of	
	delivering emergency orders	
	triggered by the fires incidents	0
	from SAFCOL more than 12	
	hours.	

Capability to deliver fuel on Emergency basis

The table 9 below is for emergency delivery returnable schedule that Bidder has to populate the location of depot, kilometres and delivery hours to determine the capability for delivery of fuel products around the plantations per cluster on emergency triggered by the fires or production events from SAFCOL,

NB: the emergency orders are made and placed by the centre to the Bidder, are to be delivered

Clusters	From (Your depot)	Distance (km)	Delivery hours for
	location		Regular deliveries
Cluster 1			
Belfast 702			
Berlin 703			
Uitsoek 717			
Witklip 736			
Bergvliet 802			
Blyde/Morgenzon 803			
Brooklands 804			
Tweefontein 821			
Wilgeboom 822			
Cluster 2			
Jessievale 711			
Ngome 715			
Nelshoogte 718			
Roburnia 737			
Cluster 3			
Woodbush(862 (New			
Agatha and JDM Keet)			
Entabeni 867			
Timbadola 915			

within six (6) hours of the same date placed.

Compliance to Regulatory Requirements:	Mathed Of Evaluation	Points
(National Environmental Management Act, 1999 (15)	Method Of Evaluation	Allocation

Description Of Criteria	Method Of Evaluation	Points
		Allocation
The purpose of this SOP is to provide awareness of		0
the hazards of various types of fuel products,	response procedure and	
guidance for minimizing the potential for	emergency fuel spills	
spills/releases, and action to take in response to a	Incidental fuel spill response	
fuel spill or release to mitigate threats to the	procedures	5
environment, property, and persons.		
	Emergency fuel spills	10
	Incidental fuel spill response	
	procedures and emergency fuel	15
1) Incidental fuel Spill Response Procedures	spill procedure	
An incidental spill is a manageable spill that poses		
low risk to safety and health and is not likely to		
adversely impact the environment.		
2) Emergency fuel Spills		
The Incidental fuel spill procedures must be in		
place for a spill that is an emergency.		
An emergency situation exists when:		
The quantity of spilled fuel is 200 litres or		
larger, or		
The spill has entered a sanitary or storm drain,		
or		
The spill has entered a ground or surface		
water, or		
The spill cannot be contained or stopped, or		
The spill poses a fire/explosion hazard, or		
Additional spill equipment is needed and is not		
immediately available		
Spillage Operating Procedure (SOP): The Bidder		
shall submit SOP for Controlling Spillages on		
incidental fuel spill and emergency fuel spill		
Contingency Plan (20)	Method Of Evaluation	Points
Contingency Plan (20)	WELLIOU OF EVALUATION	Allocation

Description Of Criteria	Method Of Evaluation	Points Allocation
The contingency plan should cover the following: 7.1 Provide a contingency plan indicating assurance of sufficient supply of fuel to SAFCOL. In a disruption, how will Bidder manage restricted or shedding of stocks and ensure SAFCOL can access fuel supply	No Contingency plan	0
7.2 Fleet Breakdowns: (in case the Bidder	One of the four sections covered in the report	5
experience breakdown on the fleet scheduled for delivery): the supplier illustrates how there will be	Two of the four sections covered in the report	10
less interruption on the scheduled deliveries.	Three of the four sections covered in the report	15
 7.3 Industrial unrest: the Bidder needs to illustrate how it will handle the deliveries of fuel in case of civil unrest or industrial unrest (trucking industry, Supplier employees being in strike) 7.4 Fire: The Bidder to illustrate how will delivery of fuel be executed in instances wherein SAFCOL experience fire on its plantations and as this will trigger unplanned orders of fuel, the Bidder will have to indicate, the ordering process, turnaround time and how the emergency order will be handled and a communication line. 	All the four sections covered in the report	20
Total Points for functionality	Total Points	100

PHASE 3: PRICE AND SPECIFIC GOAL

Evalu	ation Criteria	Points
1.	Price	90
2.	Specific goal	10
3.	Total	100

Category of specific goals

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Proof/documents to claim points
Procurement from black women owned	4	ID Document, CIPC Documents
entities (At least 30% ownership).		(company document), BBBEE
		certificate or Affidavit
Procurement from black owned entities (At	2	BBBEE certificate or Affidavit
least 51% ownership).		
Procurement from youth owned entities (At	2	ID Document, CIPC Documents
least 51% owned by youth).		(Company Document)
Procurement from entities owned by persons	2	Letter from the doctor confirming
with disabilities (At least 51% owned by		disability.
PWD).		

NB: No specific goals points will be allocated to a bidder who fails to submit documents/proof to claim specific goals points as indicated in the above table and SBD 6.1

CONTRACTING STRATEGY

The applicable contract term to be adopted with the successful bidders will be NEC4 Supply Short Contract (SSC).



NEC4 Short Supply Contract (SSC4)

Between			
	Reg No	(the	chaser)
and			
	Reg No	(the	Supplier)
for			
		(the	goods)
Contents:	Name		Page No
Part C1	Agreements & Contract Data		
	C1.1 Form of Offer and Acceptance C1.2 Contract Data		
Part C2	Pricing Data		
	C2.1 Pricing assumptions C2.2 The Price List		
Part C3	Scope of Work		
	C3.1 <i>Purchaser's</i> Scope C3.2 Scope provided by the <i>Supplier</i> f its design (if any)	or	
Contract No.			
Prepared By:			

Part C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

1	n	1	F	F۵	Δ	r

	r, identified in the Acceptance page signatur to enter into a contract for the procurement	. •
in the Tender I	identified in the signature block below, having Data and addenda thereto as listed in the Teleaccepted the Conditions of Tender.	
Form of Offer liabilities of the conditions according to t	entative of the tenderer, deemed to be duly a and Acceptance the tenderer offers to p be Supplier under the Contract including of cording to their true intent and meaning fo th the conditions of contract identified in the	erform all of the obligations and compliance with all its terms and r an amount to be determined in
The offered to	otal of the Prices exclusive of VAT is	R
Value Added	Tax @ 15% is	R
The offered to	otal of the Prices inclusive of VAT is	R
(in words)		
returning one tenderer befor agreed, where	be accepted by the Purchaser by signing the copy of this document including the Sche the end of the period of validity stated in the upon the tenderer becomes the party name ntified in the Contract Data.	dule of Deviations (if any) to the ne Tender Data, or other period as
Signature(s)		
Name(s)		
Capacity		
For the		(Insert name and address of organisation)
tenderer:		



Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Purchaser and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2Pricing Data

Part 3Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one (1) week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)			
Name(s)			
Capacity			
for the		(In	sert name and address of organisation)
Purchaser			
Name & signature of witness		Date	

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender'

Schedule of Deviations

Note:

- To be completed by the Purchaser prior to award of contract. This part of the Offer &
 Acceptance would not be required if the contract has been developed by negotiation between
 the Parties and is not the result of a process of competitive tendering.
- 2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness		
Date		

For the *Purchaser*

For the tenderer:

C1.2 Contract Data

Data provided by the Purchaser.

Please read the relevant clauses in the NEC4 Short Supply Contract (June 2017)³ before entering data. The number of the clause which requires the data is shown in the left-hand column for each statement. Further guidance is given in the NEC4 User Guide, "Preparing a Short Supply Contract" An example of the completed Data (both Parts) is provided in Appendix 1 on page 28 of the above User Guide.

Boxes like inserted	e this are used to denote where	data is			
	Where appropriate dashes like this are also used. Double click on the dash to enter the required data.				
Completion	on of the data in full is essenti	al to create a	complete contract.		
10.1	The <i>Purchaser</i> is				
	Name				
	Address for communications				
	Address for electronic communications				
14.5	The <i>Purchaser</i> 's representative delegates its actions ⁴ is	to whom the	Purchaser in terms of clause 14.5		
	Name				
	Address for communications				
	Address for electronic communications				
	<i>aser</i> requires the <i>Supplier</i> to Prodelete as applicable)	ovide the Goo	ds when instructed by Batch Order		
11.2(10)	The <i>goods</i> are				

³ Available from ECS Associates (Pty) Ltd Tel 011 803 3008, or www.ecs.co.za

⁴ Except those actions which can only be done by the *Purchaser* as a Party to the contract.

11.2(11)	The Scope is in	Part C3 Scope of Work.			
12.2	The law of the contract is				
13.2	The <i>period for reply</i> is				

30.1	The starting date is.	
11.2(5)	The <i>delivery date</i> is.	
_	ods are instructed by Batch O	rder enter here 'The <i>delivery dat</i> e is identified
50.6	The <i>delay damages</i> are	per day
	ods are instructed by Batch Orde tity or use of the <i>goods</i> in the Ba	r enter a <i>delay damages</i> amount appropriate to tch Order.
16.1	The <i>premises</i> are	
41.1	The defects date is	weeks after Delivery
42.2	The period for correction of Defects after Delivery is	week(s)
50.1	The assessment day is the	of each month
If the goo	ods are instructed by Batch Orde	r per clause 23.1
23.1	The <i>batch order interval</i> is	
23.1	The <i>end date</i> is	
23.1	The quantity range of <i>goods</i> in the Batch Order is from	to
51.2	The interest rate on late payment is	% per complete week of delay
[Insert a	rate only if a rate less than 0.5	5% per week of delay has been agreed]
84.1	The Supplier's liability to the Puconsequential loss is limited to	urchaser for the Purchaser's indirect or
	R	

84.2	For any one event, the liability of the Supplier to the Purchaser for loss of or damage to the Purchaser's property is limited to				
	R				
Only ente	er details here if the <i>Purchaser</i> is	to provide insurance			
83.3	The minimum amount of cover for the second insurance stated in the Insurance Table is, for any one event:				
83.3	The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event:				
93.1	The Adjudicator is (Name) [It is always preferable to name the Adjudicator at time of award. If this can be done delete this data and insert the name and contact details below.]	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of NEC Adjudicators by the Party intending to refer a dispute to the Adjudicator. (see www.ice-sa.org.za)			
	Address for communications				
	Address for electronic communications				
93.2(2)	The Adjudicator nominating body is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body			
93.4	The <i>tribunal</i> is:	arbitration.			
	If the <i>tribunal</i> is arbitration, the arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.			
	The place where arbitration is to be held is	South Africa			

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC4 Supply Short Contract (June 2017) and the following additional conditions:

		Only enter details here if additional conditions are required:
1		
	1.1	
	!	
2		
	2.1	

Part C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Purchaser* or the tendering Supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the quantity to produce the Price, to be entered in the final column.

The method and rules used to compile the Price List are:				

All Prices are to be shown excluding VAT unless instructed otherwise by the *Purchaser* in Tender Data or in an instruction the *Purchaser* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C2.2 Price List

The Price List is as follows / contained in	(delete the text which does not apply and this
note)	

Item no.	Description	Unit	Quantity	Rate	Price (excl VAT)
	The Askel of A	ha Deiae		\/AT\-	
	The total of t	ne Price	s (excluain	y vai):	

Part C3: Scope of Work

C3.1 Scope provided by the Purchaser

The Scope should be a complete and precise statement of the *Purchaser's* requirements. If it is incomplete or imprecise there is a risk that the *Supplier* will interpret it differently from the *Purchaser's* intention.

Information provided by the *Supplier* should be listed in Part C3.2 of the Scope only if the *Purchaser* is satisfied that it is required, it is part of a complete statement of the *Purchaser's* requirements and is consistent with the other parts of the Scope.

A typical format of headings is provided here.

<u>Please consult pages 17 to 22 of THE NEC4 USER GUIDE, "PREPARING SUPPLY SHORT CONTRACT VOLUME 2" for suggested content under each heading.</u>

Some headings may not apply and can be deleted but others may be necessary and can be inserted.

S 100 Description of the goods

S 105 Purchaser'S Objectives	
S 110 Description of the <i>goods</i>	
S 115 Tests and inspections SSC4 40.1	
S 120 Samples	
S 125 Management of tests and inspections and provision of samples.	
S 130 Correcting Defects	

S135 Health and safety requirements		
S 140 Method statements		
S 145 Legal requirements		
S 150 Inspections of <i>Supplier</i> 's health and safety procedures		
S 155 Deleterious and hazardous materials		
S 200. Specification	ns	
S 205 Specifications	where they can l	I specifications that apply to this contract and state be found OR state that both the list and the in be found in Annexure [●]
Specification number	Revision	Title

Specification number	Revision	Title

S 300 Constraints on how the *Supplier* Provides the Goods

State any constraints on how the Supplier is to Provide the Goods such as any limits on subcontracting

Constraints may include the checklist topics listed on page 19 of the User Guide. Constraints are restrictions on how the Supplier Provides the Goods, not issues related to cash flow, funding or other requirements which conflict with the conditions of contract. Constraints on the supply of the *goods* are included in S600.

S 305 General		
constraints		

S 310 Confidentiality	
S 315 Security and identification of people.	
S 320 Protection of the <i>goods</i> .	
S 325 Industrial relations.	
S 330 Waste materials.	
S 335 Quality management system.	
S 340 The team – Others.	
S 345 Communication system	
S 350 Management procedures.	
S 355 Supplier's invoice.	
S 360 Restrictions or requirements for subcontracting.	
S 365 Marking	
SC 71.1	

S 400 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *goods* is intended to be after Delivery as defined in Clause 11.2(4).

The SSC requires the *Supplier* to submit a forecast of the date of Delivery each week from *starting date* until Delivery (clause 30.2). If the *Purchaser* requires more detail in support of the contract, then this should be identified in the Scope.

S 405 Programme	
SSC4 31.1	
S 410 Information to be shown on the programme.	
SSC4 31.1	
S 415 Submitting the programme	
SSC4 31.1	
S 420 Delivery requirements	
SSC4 11.2(4)	

S 500 Services and other things provided by the Purchaser.

Describe what the *Purchaser* will provide, in connection with the supply of the *goods* such as transport, loading and unloading the *goods*.

S 505 Services and other things to be provided by the <i>Purchaser</i> .			
SSC4 16.2 SSC4 60.1(5)			

S 505 Services and other things to be provided by the <i>Purchaser</i> .	
SSC4 16.2 SSC4 60.1(5)	

S 600 Supply requirements

State the information which describes the *Purchaser's* requirements (other than services it is to provide) in connection with the supply of the *goods* including the requirements for transport, the mode of transport and the loading and unloading of the *goods*.

State the delivery place, the hours of access to the delivery place and other information to be provided by the *Supplier* at the time of Delivery such as delivery note, which notifies the actual delivery date. The information necessary for a purchase that involves international, cross border transactions should be stated here, such as export and import requirements of the Customs authorities.

The check list on page 22 of the User Guide is suitable for domestic or international procurement where Incoterms are not used

S 605 Requirements for the supply	
S 610 Requirements for transport	
S 615 Delivery place	
SSC 22.2 SSC 70.1 SSC 70.2	
S 620 Actions of the Parties during supply (international procurement)	
S 625 Information to be provided by the Supplier	

(domestic procurement)	
S 630 Information to be provided by the Supplier (international procurement.)	