REQUEST FOR PROPOSAL

RFB NUMBER:	RFB010/2025
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:	08 AUGUST 2025
VALIDITY PERIOD:	90 DAYS FROM THE CLOSING DATE
CLOSING DATE:	03 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 HEAD OFFICE MERCEDES BENZ BUILDING 4th FLOOR (Reception) 210 ARAMIST AVENUE MENLYN MAINE, PRETORIA PRETORIA 0081
PRICE OF BID DOCUMENT	NO CHARGE
SCM INQUIRIES: For all bidding related enquiries	Ms. Lungile Moeketsi E-mail: Lungile.Moeketsi@safcol.co.za
NAME OF BIDDER:	
TOTAL BID AMOUNT (Including 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)

BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
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 Joint Venture, indicate the following: (*To be completed for each JV*)	
Name of prime contractor	
Registration number	
VAT registration number	

If Joint Venture, indicate the following: (*To be completed for each JV*)	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Consortium, indicate the following: (*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 following: (*To be completed for each subcontractor*)	
Name of prime contractor	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	

If using subcontractors, indicate the following: (*To be completed for each subcontractor*)	
Postal address	
Physical address	

Checklist of documents to be submitted:

Please tick in the 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:	**RFB010/2025**	CLOSING DATE:	**03 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)*

SAFCOL HEAD OFFICE MERCEDES BENZ BUILDING 4th FLOOR (Reception) 210 ARAMIST AVENUE MENLYN MAINE, PRETORIA PRETORIA 0081				
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				

	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS ON SPECIFIC GOALS, WHERE APPLICABLE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**ARE YOU A FOREIGN BASED SUPPLIER** FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
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 ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
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 ADDRESS	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?

☐ 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.

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 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 RFB010/2025 is 27 AUGUST 2025 at 12H00.

GENERAL CONDITIONS OF BID AND CONDITIONS OF CONTRACT

1 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 √)" 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 successful bidder:

3.1

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

3.2

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

3.3

	Comply	**Do not Comply**
SAFCOL shall not be liable for any costs incurred by the 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

	Comply	**Do not Comply**
SAFCOL SCM may request written clarification regarding 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

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	**Comply**	**Do not Comply**

3.6

SAFCOL reserves the right to; cancel or reject any proposal 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.	**Comply**	**Do not Comply**

3.7

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

3.8

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

3.9

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

3.10

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

3.11

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

3.12

The bidder should not qualify the proposal with own 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.	**Comply**	**Do not Comply**

3.13

	Comply	Do not Comply
Should the bidder withdraw the proposal before the proposal 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.		

3.14

	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.		

3.15

	Comply	Do not Comply
Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the 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

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

3.17

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

3.18

	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.		

3.19

	Comply	Do not Comply
Bidders who make use of subcontractors. 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.		

3.20

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

3.21

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

3.22

	Comply	Do not Comply
Evaluation of Bids shall be performed by an evaluation panel established by SAFCOL. 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

	Comply	Do not Comply
If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.		

3.24

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

3.25

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

3.26

Upon receipt of the request to extend the validity period of 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.	**Comply**	**Do not Comply**

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.	**Comply**	**Do not Comply**
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: RFB010/2025** 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

RFB010/2025– APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL PRODUCTS (PETROL & DIESEL) TO SAFCOL FOR A PERIOD OF THREE (3) YEARS

This annexure should be completed and signed by the Bidder's authorised personnel as indicated below: **If applicable each year**

1 Please indicate your total bid price here: R………………………………… (Incl of VAT) **(compulsory)**

2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

3 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

4 Are the rates quoted firm for the full period of the contract?

YES	NO

5 **Mandatory**: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

7.

The bidder must indicate **clearly,** which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

Price Declaration Form

Dear Sir/Madam

Having read through and examined the Tender Document, Tender no. **RFB010/2025**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide

____

____________________________________, for the total tendered contract sum of:

R ____ (including VAT)

In Words: R____ (including VAT).

We confirm that this price covers all services for the

SUPPLY AND DELIVERY OF FUEL PRODUCTS (PETROL & DIESEL) TO SAFCOL FOR A PERIOD OF THREE (3) YEARS, including but not limited to the supply of all required. We confirm that the SAFCOL will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of this services.
We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

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 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:

………………………………………………………………………………………
………………………………………………………………………………………

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:

……………………………………………………………………………….
……………………………………………………………………………….

[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 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 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

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[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.

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

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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 APPLICABLE BOX]

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: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

TERMS OF REFERENCE

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 appointed service provider 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**	**Zones**	**Diesel Tank**	**Total Capacity**
Belfast 702	70 983	6055	10c	1 x 4200 L UG	8600L

				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

*UG- Underground

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**	**Avg litres/month**	**Zones**	**Diesel Tank**	**Total Capacity**
Jessievale 711	292 499	24 375	8C	1x9000L UG	27500L
				1x4500L UG	
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**			

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	**442 991**	**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	**Total litres per annum**	**Avg litres/month**	**Zones**	**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 per annum**	**Avg litres/month**	**Zones**	**Petrol Tank**	**Total Capacity**
Woodbush 862	33 903	2 825	13C	1x4500L UG	13000L
New Agatha				1x4000L UG	
JDM KEET Depot				1x 4500L	
Entabeni 867	24 836	2 070	13C	1x4500L UG	4500L
Timbadola	-	-	13C		
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	803 Morgenzon	718 Nelshoogte	819 Spitzkop	821 Tweefontein	717 Uitsoek	822 Wilgeboom	867 Entabeni/Timb	869 New Agatha	862 Woodbush
Louis Trichardt/ Makhado	415	550	590	800	400	380	555	335	420	335	580	375	370	555	350	45	185	165
Nelspruit	147	185	250	518	46	95	33	113	70	116	112	69	90	65	118	425	297	309
Tzaneen	307	368	428	758	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	75	470	480	400	500	435	460	320	470	470	400	510	715	695	680
Piet Retief	212	120	60	195	297	260	260	365	298	325	205	320	335	270	353	615	468	579
Polokwane	280	410	455	670	290	280	425	260	265	225	435	275	265	255	265	150	95	75
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 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.		

CONSENT

I, THE UNDERSIGNED (FULL NAME)
………………………………………………………………………………………………
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	……………………………………………… Date
……………………………………………………… Position	…………………………………………………………………………… Name of Bidder

Phase 2 Functionality Evaluation

Description Of Criteria	Method Of Evaluation	Points Allocation
Company Experience (20)	**Method Of Evaluation**	**Points Allocation**
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)	Less than one 1- year experience	**0**
	Reference letter(s) with 1-2 years' experience	**10**
	Reference letter(s) with 3 to 4 years' experience	**15**
	Reference letter(s) 5 and more years' experience	**20**
Compliance of the Fuel Products to South African National Standards (Sans) (10)	**Method Of Evaluation**	**Points Allocation**

Description Of Criteria	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**
The Bidder shall attach the data sheet of the both fuel products Diesel 50 ppm and petrol 95 indicating the conformance to SANS 342, and 1598. SAFCOL shall do testing on spot to ascertain the compliance to SANS 342 and 1598 or submit to independent laboratory for testing to detect Density, level or Viscosity ,Flashpoint, Water Content Total contamination levels from paraffin or other foreign substances as well as sulphur	**Attached data Sheet of the fuel products namely petrol ULP 95 that meet SANS 342 standards**	**5**
	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**
The Logistics Requirements (15)	**Method Of Evaluation**	**Points Allocation**
Capacity and ability to deliver the required services: The Bidder shall indicate how the orders are to be delivered, in instances where the Bidder has the in-house tankers to carry out the deliveries, and then the Bidder shall provide the detailed papers of proof	Own minimum of two tankers with a minimum capacity of 24000L each. (Attach Service Records, Maintenance plan and eNaTIS	**15**

Description Of Criteria	Method Of Evaluation	Points Allocation
of ownership of the fleet of tankers, by means of copies eNaTIS document. In case of full-time lease, or contracted transport service provider, the Bidder shall provide the details of the tankers with the signed copy between lessor and lessee full time lease agreements detailing the lease period and number leased tankers. NB a tanker is set of a truck tractor and tanker body or trailer)	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 level Agreement with Bidder full time leased tankers with same litres capacity	
	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.	10
	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 Allocation

Table 8: Capability to deliver Fuel per cluster on Regular basis

Clusters	From (Your depot) location	Distance (km)	Delivery hours for 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 fuel on the emergency basis, by completing the	The Bidder that is capable of delivering emergency orders	**10**

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

Description Of Criteria	Method Of Evaluation	Points Allocation

NB: the emergency orders are made and placed by the centre to the Bidder, are to be delivered within six (6) hours of the same date placed.

Table 9: Capability to deliver fuel on Emergency basis			
Clusters	**From (Your depot) location**	**Distance (km)**	**Delivery hours for 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			

Compliance to Regulatory Requirements: (National Environmental Management Act, 1999 (15)	**Method Of Evaluation**	**Points Allocation**
The purpose of this SOP is to provide awareness of the hazards of various types of fuel products, guidance for minimizing the potential for	No SOP for Controlling incidental response procedure and emergency fuel spills	0

Description Of Criteria	Method Of Evaluation	Points Allocation
spills/releases, and action to take in response to a fuel spill or release to mitigate threats to the environment, property, and persons.	Incidental fuel spill response procedures	5
	Emergency fuel spills	10
	Incidental fuel spill response procedures and emergency fuel spill procedure	15
1) Incidental fuel Spill Response Procedures • 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 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 7.2 Fleet Breakdowns: (in case the Bidder experience breakdown on the fleet scheduled for delivery): the supplier illustrates how there will be less interruption on the scheduled deliveries. 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.	No Contingency plan	0
	One of the four sections covered in the report	5
	Two of the four sections covered in the report	10
	Three of the four sections covered in the report	15
	All the four sections covered in the report	20
Total Points for functionality	**Total Points**	**100**

PHASE 3: PRICE AND SPECIFIC GOAL

Evaluation 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 entities (At least 30% ownership).	4	ID Document, CIPC Documents (company document), BBBEE certificate or Affidavit
Procurement from black owned entities (At least 51% ownership).	2	BBBEE certificate or Affidavit
Procurement from youth owned entities (At least 51% owned by youth).	2	ID Document, CIPC Documents (Company Document)
Procurement from entities owned by persons with disabilities (At least 51% owned by PWD).	2	Letter from the doctor confirming disability.

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 bidder will be NEC4 Supply Short Contract (SSC).

NEC4 Short Supply Contract (SSC4)

Between	**KOMATILAND FORESTS SOC LTD (KLF)**	
	Reg No. 2000/023152/30	**(the *Purchaser*)**
and		
	Reg No. ____________	**(the *Supplier*)**
for	SUPPLY AND DELIVER FUEL PRODUCTS (PETROL & DIESEL) TO SAFCOL FOR A PERIOD OF THREE (3) YEARS	
		(the *goods*)

Contents: **Name** **Page No**

Contract No.	
Prepared By:	

Part C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Purchaser, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

SUPPLY AND DELIVER FUEL PRODUCTS (PETROL & DIESEL) TO SAFCOL FOR A PERIOD OF THREE (3) YEARS

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Supplier under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R ________
Value Added Tax @ 15% is	R ________
The offered total of the Prices inclusive of VAT is	R ________
(in words) ________	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
For the tenderer:	*(Insert name and address of organisation)*		
Name & signature of witness		Date	

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part 2 Pricing Data
Part 3 Scope 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 Purchaser	*(Insert name and address of organisation)*			
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:

1. 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		

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.

	For the tenderer:	**For the *Purchaser***
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
Name & signature of witness		
Date		

C1.2 Contract Data

Data provided by the *Purchaser*

10.1	The *Purchaser* is		
	Name		**Komatiland Forests SOC Limited (KLF)**
	Address for communications		Mbombela Office, 20 Paul Kruger Street, Absa Square Building, Mbombela, 1200
	Address for electronic communications		
14.5	The *Purchaser*'s representative to whom the *Purchaser* in terms of clause 14.5 delegates its actions[3] is		
	Name		
	Address for communications		Mbombela Office, 20 Paul Kruger Street, Absa Square Building, Mbombela, 1200
	Address for electronic communications		
	Telephone Number		013 754 2700
	Cell Number		

The *Purchaser* requires the *Supplier* to provide the Goods when instructed by the Purchase Order.

11.2(10)	The *goods* are	supply and delivery of fuel products (petrol & diesel) to SAFCOL for a period of three (3) years.
11.2(11)	The Scope is in	Part C3 Scope of Work.
12.2	The *law of the contract* is	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.2	The *period for reply* is	**one (1) week** excluding weekends and Public Holidays.
30.1	The *starting date* is.	**One (1) week** after the Supplier receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance.
11.2(5)	The *delivery date* is	3-year contract on "as and when required" basis as identified in the Purchase Order.

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

50.6	The *delay damages* are	**R500.00 (Five Hundred Rand), up to a maximum of 10% of the Purchase Order value**	per day
16.1	The *premises* are	as identified in the official Purchase Order.	
41.1	The *defects date* is	**one (1)**	week after Delivery
42.2	The period for correction of Defects after Delivery is	**one (1)**	week
50.1	The *assessment day* is the	**last working day**	of each month

If the *goods* are instructed by Batch Order per clause 23.1

23.1	The *batch order interval* is	as and when required, per the official Purchase Order.
23.1	The *end date* is	**Thirty six (36) months** after the starting date.
51.2	The interest rate on late payment is	the prime lending rate of the ABSA Bank.

84.1 The *Supplier*'s liability to the *Purchaser* for the *Purchaser*'s indirect or consequential loss is limited to

is limited to the lesser of R1,500,000 or 5% of the total contract value.

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

is limited to the lesser of R3,000,000 or 10% of the total contract value.

93.1	The *Adjudicator* is	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)
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 *tribunal* is:	arbitration.

If the *tribunal* 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	anywhere in Gauteng Province, 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.

Data provided by the *Supplier* (the *Supplier*'s Offer)

11.2(7)	The *Supplier* is	
	Name	
	Address for communications	
	Address for electronic communications	
11.2(6)	The *fee percentage* is	%
11.2(9)	The Price List is in	Part C2 of this contract.

The *Supplier* offers to provide the Goods in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract.*

11.2(9) The offered total of the Prices is [Enter the total of the Prices from the Price List]:

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 total of the Prices (excluding VAT):				

Part C3: Scope of Work

C3.1 Scope provided by the Purchaser

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.

S 100 Description of the *goods*

S 105 *Purchaser*'s Objectives	To appoint a service provider to supply and deliver fuel products (petrol & diesel) to SAFCOL plantations for a period of three (3) years.
S 110 Description of the *goods*	Supply and delivery of fuel products (petrol & diesel).
S 115 Tests and inspections **SSC4 40.1**	The *Supplier* shall perform all tests and inspections necessary to demonstrate that the petrol and diesel supplied meet the requirements of this contract, including applicable legislation and specifications, that is SANS 342, SANS 1598, or NRCS regulations).
S 120 Samples	• 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.
S 125 Management of tests and inspections and provision of samples.	The *Supplier* shall carry out all necessary tests and inspections to confirm that the petrol and diesel supplied conform to the quality, safety, and specification requirements as outlined in the contract (including applicable SANS, NRCS, and environmental regulations).
S 130 Correcting Defects	The *Supplier* shall, at their own cost and without delay, correct any defect in the supply or delivery of petrol and diesel that: • Does not meet the specifications or quality standards stated in the contract (e.g., SANS 342 for diesel and SANS 1598 for petrol); • Is not fit for its intended purpose, or has been contaminated, diluted, or otherwise compromised; • Breaches health, safety, environmental, or regulatory requirements; or • Is otherwise non-compliant with the contract or accepted industry practices. If the *Client* identifies a defect, the *Supplier* shall: • Acknowledge receipt of the notification within 24 hours; • Propose a corrective action plan within 48 hours; and • Complete the correction within a timeframe agreed with the *Client,* or as specified in the contract. If the *Supplier* fails to correct the defect within the agreed timeframe, the *Client* may: • Arrange for correction by others and recover the costs from the *Supplier*; or • Apply other remedies as provided in the contract. Corrected supplies shall be re-tested and re-certified (if applicable) before final acceptance.
S135 Health and safety requirements	(i) All personnel performing work on site/s as part of this contract are required to obtain safety induction. (ii) Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the *Supplier* must meet with all

	relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the Site. All personnel are to obey the relevant instructions, including signage related to restricted access on sites. (iii) SAFCOL manages the *Supplier* in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The *Supplier* accepts liability for any contraventions of the Act. Each member of the *Supplier*'s team, submit a signed indemnity form prior to entering the Site and keep it in the *Supplier*'s health and safety file where relevant.
S 140 Method statements	The *Supplier* shall prepare and submit method statements to the *Client* for approval prior to the commencement of supply and delivery activities. These method statements shall include, but are not limited to: • Procedures for the safe handling, storage, and delivery of petrol and diesel, including emergency spill response and fire safety measures; • Details of transportation methods, including vehicle types, hazardous material compliance, and driver qualifications; • Compliance with relevant health, safety, and environmental legislation, including the Occupational Health and Safety Act, National Environmental Management Act, and Hazardous Substances Act; • Use of personal protective equipment (PPE) by personnel during handling and delivery; • Any subcontractor involvement and the controls in place to ensure their compliance with these procedures; • A schedule for the review and update of method statements if processes or risks change. The *Supplier* shall not commence delivery until the *Client* has reviewed and approved the method statements.
S 145 Legal requirements	The *Supplier* shall comply with all applicable legal, regulatory, and industry-specific requirements related to the manufacture, storage, handling, transportation, supply, and delivery of petrol and diesel. This includes, but is not limited to: • The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993); • The Petroleum Products Act, 1977 (Act No. 120 of 1977), and its associated regulations; • The National Environmental Management Act, 1998 (Act No. 107 of 1998), particularly as it relates to hazardous substances; • The National Regulator for Compulsory Specifications (NRCS) fuel specifications and testing regulations; • Applicable South African National Standards (SANS), such as SANS 342 (for diesel fuel) and SANS 1598 (for petrol); • Labour, transport, customs, and environmental legislation, where applicable. The *Supplier* shall ensure that all delivered fuel meets the required specifications and quality standards, and is clearly documented and traceable to demonstrate compliance.
S 150 Inspections of *Supplier*'s health and safety procedures	The *Client* (or a person acting on the *Client's* behalf) may, at any reasonable time and with prior notice, inspect the *Supplier's* health and safety policies, procedures, and operational practices relevant to the manufacture, handling, storage, transportation, and delivery of petrol and diesel. The Supplier shall: • Provide the *Client* with access to safety documentation, including risk assessments, method statements, incident reports, and material safety data sheets (MSDS);

	• Demonstrate compliance with applicable Occupational Health and Safety laws, environmental regulations, and applicable SANS standards; • Facilitate inspections at storage facilities, vehicles, or delivery points as reasonably required by the *Client;* • Promptly address any non-conformances or safety concerns raised during inspections. These inspections shall not relieve the *Supplier* of their obligations under the contract nor imply any waiver of rights by the *Client.*

S 155 Deleterious and hazardous materials	The *Supplier* shall not use or deliver any deleterious or prohibited materials in the execution of this contract. Where hazardous materials such as petrol and diesel are supplied, the *Supplier* shall ensure full compliance with: • The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993); • The Hazardous Substances Act, 1973 (Act No. 15 of 1973); • The National Road Traffic Act and associated hazardous goods transport regulations; • The National Environmental Management Act, 1998 (Act No. 107 of 1998); and • Applicable SANS standards for classification, handling, labelling, storage, and transportation. The *Supplier* shall: • Provide Material Safety Data Sheets (MSDS) for all hazardous substances delivered under this contract; • Ensure containers, tanks, and vehicles are clearly marked, fit for purpose, and meet regulatory and safety requirements; • Ensure all personnel involved in handling and delivery are trained and equipped to manage hazardous materials safely; • Take all necessary measures to prevent spills, leaks, fire hazards, or environmental contamination; • Immediately notify the Client of any incident involving hazardous materials and implement appropriate emergency response procedures. Failure to comply with these requirements may result in rejection of the goods, termination of the contract, and/or liability for damages or remediation.

S 200 Specifications

S 205 Specifications	List the technical specifications that apply to this contract can be found in page 28 of the bid document.

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

S 305 General constraints	The *Supplier* shall comply with the following general constraints: • All deliveries must be made between 08:00 and 16:00 on working days, unless otherwise agreed. • No deliveries will be accepted on public holidays or weekends, unless otherwise agreed. • Confirm delivery time with the Plantation 12 hours prior to making delivery.
S 310 Confidentiality	Not Applicable.
S 315 Security and identification of people.	The *Supplier* shall ensure that all personnel accessing SAFCOL's premises for delivery or related purposes comply with SAFCOL's security and identification protocols.

	This includes: • Carrying valid identification at all times while on site; • Undergoing site induction where required; • Adhering to access control procedures, including signing in/out; • Wearing visitor badges where applicable. SAFCOL reserves the right to deny entry or remove any individual who does not comply with these requirements.
S 320 Protection of the *goods.*	The *Supplier* is responsible for the protection of petrol and diesel supplied under this contract from the point of dispatch until safe and compliant delivery to the Client's designated location. The *Supplier* shall: • Ensure that all fuel is properly stored, transported, and secured to prevent contamination, tampering, evaporation, leakage, theft, or degradation; • Use certified, sealed, and fit-for-purpose tanks, containers, or vehicles, compliant with applicable SANS standards and hazardous materials transport regulations; • Implement appropriate safety and fire prevention measures throughout handling, storage, and delivery; • Ensure that all personnel involved are trained in safe fuel handling practices and emergency procedures; • Maintain appropriate insurance coverage for the goods while in transit or under the Supplier's control; • Promptly notify the *Client* of any incident, loss, or compromise involving the goods, and cooperate fully in any investigation or mitigation efforts. Risk and responsibility for the goods remain with the *Supplier* until delivery is accepted by the *Client* in accordance with the contract.
S 325 Industrial relations.	The *Supplier* is responsible for managing all industrial relations matters related to its employees, subcontractors, and service providers engaged in the execution of this contract. The *Supplier* shall: • Ensure compliance with all applicable labour laws and regulations, including the Labour Relations Act, Basic Conditions of Employment Act, and relevant bargaining council agreements (if applicable); • Maintain a professional and disciplined workforce and ensure that its personnel conduct themselves appropriately when accessing *Client* premises or delivering fuel; • Ensure that no unlawful industrial action, work stoppage, or protest interferes with the execution of the contract; • Promptly notify the *Client* of any potential or actual labour disputes that may affect the delivery of goods or performance under the contract; • Take proactive measures to resolve disputes and maintain labour peace to avoid disruption to services. The *Client* may refuse entry to or request the removal of any personnel who, in their reasonable opinion, pose a safety risk, breach site rules, or fail to comply with labour and behavioural expectations.
S 330 Waste materials.	The *Supplier* shall be responsible for the proper management, handling, and disposal of all waste materials generated during the supply and delivery of petrol and diesel. The *Supplier* shall: • Comply with all applicable environmental laws and regulations, including the National Environmental Management Act (NEMA) and the Waste Act;

	• Ensure that hazardous waste (e.g. fuel residues, contaminated packaging, spillage clean-up materials) is classified, handled, and disposed of in accordance with the law and at approved disposal facilities; • Maintain appropriate records of all waste disposal activities, including waste manifests, disposal certificates, and contractor details, and provide them to the *Client* upon request; • Implement measures to prevent environmental pollution through containment of waste and the prevention of leaks or spills; • Ensure that waste containers are clearly labelled, safely stored, and removed from site promptly; • Promote the use of environmentally responsible practices, including waste minimisation, recycling, and use of returnable containers where feasible. The *Supplier* remains responsible for any cleanup, remediation, or penalties arising from improper waste handling or disposal.
S 335 Quality management system.	The *Supplier* shall establish, maintain, and continuously improve a documented Quality Management System (QMS) to ensure that all petrol and diesel supplied under this contract comply with specified quality, safety, and regulatory requirements. The *Supplier* shall: • Implement quality control procedures throughout the procurement, storage, handling, and delivery of petrol and diesel; • Ensure that all products meet the applicable South African National Standards (SANS), industry standards, and contract specifications; • Conduct regular testing, inspection, and verification of fuel quality in accordance with agreed standards and procedures; • Maintain detailed records of quality tests, inspections, non-conformances, corrective actions, and continuous improvement initiatives; • Train personnel involved in quality-related activities to maintain high standards of performance and compliance; • Allow the *Client* or its representatives to audit and review the Quality Management System and associated documentation upon request; Take immediate corrective action in the event of any quality deviations or defects and communicate these to the *Client* promptly. The *Supplier's* QMS shall align with internationally recognised standards such as ISO 9001 or equivalent, demonstrating commitment to quality, reliability, and continuous improvement.
S 340 The team – Others.	Not Applicable.
S 345 Communication system	No special communication systems are required for this contract.
S 350 Management procedures.	All communications need to be compatible with Microsoft Office applications.

S 355 *Supplier*'s invoice.	The *Supplier* applies for payment with a tax invoice addressed to the Komatiland Forests (Pty) Ltd (KLF), which must at least include the following information on each tax invoice: • Name and address of the *Supplier;* • The official Purchase Order or Contract Number; • Tax Invoice Number; • *Supplier*'s VAT registration number (if applicable); • The *Purchaser*'s VAT registration number, which is 4680194901;

	• The invoiced amount - excluding VAT, the VAT and including VAT.
S 360 Restrictions or requirements for subcontracting.	The subcontracting as well as the exact percentage of subcontracting will be agreed upon by the parties during the contracting stage.
S 365 Marking **SC 71.1**	The marking must be legible, resistant to weathering or damage during handling and transportation, and comply with South African National Standards (SANS) or equivalent international standards for fuel products.

S 400 Requirements for the programme

S 405 Programme **SSC4 31.1**	Not Applicable.
S 410 Information to be shown on the programme. **SSC4 31.1**	Not Applicable.
S 415 Submitting the programme **SSC4 31.1**	Not Applicable.
S 420 Delivery requirements **SSC4 11.2(4)**	Not Applicable.

S 500 Services and other things provided by the *Purchaser.*

S 505 Services and other things to be provided by the *Purchaser.* **SSC4 16.2** **SSC4 60.1(5)**	The *Purchaser* shall provide, at no cost to the *Supplier,* all services, facilities, and access necessary to enable the *Supplier* to perform the contract efficiently and safely. Services and provisions shall include, but are not limited to: • Safe and timely access to delivery sites, including storage tanks and offloading areas; • Operational infrastructure required for delivery, such as pumps, pipelines, and safety equipment; • Technical specifications, delivery protocols, and relevant health, safety, and environmental requirements; • Appointment of a competent representative to coordinate site access, scheduling, and communications; • Provision of utilities and equipment needed for unloading and storage, such as electricity, water, and lighting; • Access to any documentation or information required for compliance or quality assurance purposes. The *Purchaser* shall ensure these provisions are available promptly to prevent delays in delivery or performance. Failure to provide the required services or access may result in delays or additional costs, for which the *Supplier* shall not be held responsible.

S 600 Supply requirements

S 605 Requirements for the supply	The *Supplier* shall ensure that the supply of petrol and diesel meets all contract specifications and requirements. This includes, but is not limited to: • Delivering the correct product type and grade of petrol or diesel; • Ensuring all supplied fuel complies with applicable South African National Standards (SANS), NRCS regulations, and any other relevant quality and safety standards; • Maintaining product quality during transportation and delivery to prevent contamination, degradation, or adulteration; • Delivering the agreed quantities within the specified delivery schedule and in accordance with the contract terms; • Packaging and containment methods must comply with industry best practices to ensure safety and environmental protection; • Ensuring all documentation accompanying the supply is accurate and complete; • Adhering to all legal and regulatory requirements governing the supply and handling of petrol and diesel; • Providing products that are free from deleterious or hazardous materials that could affect performance, safety, or compliance. The *Supplier* shall be responsible for quality assurance throughout the supply chain to meet the *Purchaser's* operational and regulatory requirements.
S 610 Requirements for transport	The *Supplier* shall ensure that the transport of petrol and diesel complies with all relevant contractual, legal, and safety requirements.
S 615 Delivery place **SSC 22.2** **SSC 70.1** **SSC 70.2**	• Supply and delivery of the correct quantity as stipulated on each Official Purchase Order. • Supply and delivery to the correct address and end user as per each Official Purchase Order. • The supplier must provide a Delivery Note with each delivery made. • The Delivery Note must state the Purchase Order Number, goods and quantities delivered, delivery address. • The Delivery Note must be signed by the deliverer and receiver. • Delivery must take place within SAFCOL working hours, unless otherwise agreed.
S 620 Actions of the Parties during supply (international procurement)	Not Applicable.
S 625 Information to be provided by the *Supplier* (domestic procurement)	The *Supplier* shall arrange for delivery of the goods at the place, on the date, and at the time specified in the Official Purchase Order. The *Supplier* is responsible for ensuring that delivery is made in accordance with these requirements.
S 630 Information to be provided by the *Supplier* (international procurement.)	Not Applicable.