



REQUEST FOR QUOTATIONS (RFQ)

You are hereby invited to submit Quotation for the requirements of SAFCOL SOC LTD		
RFQ number:	RFQ 890/119/2025	
RFQ Issue Date	08 August 2025	
Closing date and Time	22 August 2025 at 12:00PM (Late submissions will NOT be considered)	
RFQ validity period:	60 days (commencing from the RFQ Closing Date)	
RFQ Description:	TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6) MONTHS	
Contact Person		Sibongiseni Mgushelo
Technical/Specification queries must be emailed to:		For enquiries ONLY send email to sibongiseni.mgushelo@safcol.co.za
		013 754 2700 / 060 960 6573
RFQ responses must be emailed to :		RFQHighveld@safcol.co.za Please use the RFQ Number on the subject of the email when responding to this RFQ

NAME OF SERVICE PROVIDER: _____

TOTAL PRICE (INCL VAT): _____

CONDITIONS OF THIS RFQ

- Service providers must complete in full the RFQ document and ensure that quotation is on the **company letterhead**.
- Quotations must be e-mailed to the address provided herein All service providers must submit their B-BBEE Verification Certificates from Verification Agencies accredited by the South African Accreditation System (SANAS) OR an EME/ QSE sworn affidavit **signed by the EME representative and attested by a Commissioner of Oaths**
- Late and incomplete submissions will not be accepted.
- Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform SAFCOL before RFQ closing date.
- All SBD documents must be always signed and sent back with the quotation
- Service Providers bidding as a Joint Venture - Consolidated BEE certificate in cases of Joint Venture

SPECIAL CONDITIONS OF THIS RFQ

- Accepted RFQ's will be communicated by way of an official purchase order or a promisory note signed by a duly authorised official . Accordingly no goods; services or works must be prepared or delivered before an official purchase order or a promisory note is received by the respondent, .
- All prices quoted must be firm and be inclusive of Value Added Tax(VAT), where applicable
- The lowest or any offer will not necessarily be accepted and SAFCOL reserves the right to accept any offer either in full or in part.
- The offer shall remain binding and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing time and date of this RFQ.
- SAFCOL reserves the right not to make an appointment for this RFQ.

PROTECTION OF PERSONAL INFORMATION

- In responding to this RFQ , 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 RFQ 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

REASONS FOR DISQUALIFICATION

Service providers will be disqualified for the following:

1. Non compliance tax status at the time of award, verification of tax compliance status will be verified with Central Supplier Database(CSD) or through SARS's e-Filing. Service providers will be given 7 working days to rectify their tax compliance status with SARS. If the tax status is still non-compliant after 7 working days, the service provider will be disqualified from further evaluation.
2. Submitted information that is fraudulent; factually untrue or inaccurate for example membership that do not exist; B-BBEE credentials; experience etc.
3. Service providers who made false declarations on the Standard Bidding Documents or misrepresented facts and or;
4. Service providers who are listed on the National Treasury's Database of restricted suppliers and defaulters
5. Failure to quote in line with the specification

I hereby accept the above-mentioned conditions

This RFQ is subject to the SAFCOL general conditions of the RFQ, and SAFCOL's general conditions of purchase , if applicable, any other special conditions of contract (SCC).

NAME OF BIDDER_(COMPANY_NAME)..... SIGNATURE.....

CAPACITY..... DATE.....

TERMS OF REFERENCE/SCOPE OF WORK

TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTATION) FOR A PERIOD OF SIX (6) MONTHS

	TACTICAL RESPONSE UNIT TO INCLUDE
1	Supervisor Grade B Armed security guards to patrol and respond to criminal activities
2	Grade C Armed security guards to patrol and respond to criminal activities
1	4x4 Branded vehicle

Tactical response units

1. SAFCOL requires effective and professional tactical response teams for a period of six (6) months with a proven service/track record in the forestry industry and a footprint in the Lowveld area.
2. SAFCOL requires a 24 hours tactical response team
3. Stringent standards on the resources needed to combat the crime (disqualifiers).
 - a. Weapons (rifles and/or shotguns) compulsory- evidence of competencies, fire arm licences and inspectorate to ensure its safety inspections and compliance is adhered to
 - b. Access Armed vehicles compulsory-to be used if necessary
 - c. Properly trained personnel compulsory- proof of crowd control, ground control missions-and crime prevention training
 - d. 4x4 (5 seater as a minimum) compulsory dedicated vehicles- no persons permitted to travel on the back of bakkies
 - e. Vehicles to be appropriately branded with the company logo

- f. Communication system should be in place- Digital Radios, Radio phone ownership/hire compulsory etc.
- g. Liability of anything that would transpire get stolen in the presence of the security company (unlimited value)
- h. Public liability of a minimum of R10 million compulsory
- i. Capacity to forensically investigate illegal sawmillers for arrest and possible prosecution.
- j. Travel allowance should be included in the package (no additional invoicing for km Travelled)
- k. Management and monitoring system in place
- l. Ability to communicate on company specific communications networks
- 4. All resources to be verified before appointment is done.
- 5. Areas for work are the following focus area
 - a. Graskop - Blyde, Morgezon & Wilgeboom
- 6. Flexibility to move operations to respond to changing dynamics of threats. Including criminal activities on neighbouring plantations as the hotspots changes. This will allow the service provider to migrate with the criminals until they are completely eliminated.
- 7. The providers to respond to other illegal activities in the plantations, other than illegal harvesting

The service provider must comply with the below requirements:

1. SAFETY, HEALTH, ENVIRONMENTAL & QUALITY (SHEQ) REQUIREMENTS

Prospective service providers to comply with, but not limited to, the following SHEQ requirements:

- 1.1. SAFCOL SHEQ Standard and NOSA
- 1.2. Forestry Stewardship Council (FSC)
- 1.3. Best Operating Practices (BOP)

2. LEGAL REQUIREMENTS

Prospective service providers to provide security services compliant with at least, but not limited to, the following legislation, as may be applicable:

- 2.1. Section 13 of the Constitution
- 2.2. Criminal Procedure Act, No.51 of 1977
- 2.3. Firearms Control Act 60 of 2000, section 10, 34, 90 and 106
- 2.4. Private Security Industry Regulation Act 56 of 2001
- 2.5. Protection of Information Act 84 of 1982
- 2.6. Mineral and Petroleum Resources Development Act, No 28 of 2002
- 2.7. Occupational Health and Safety Act 85 of 1993
- 2.8. Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, No19 of 1998

2.9. Extension of Security of Tenure Act, No 62 of 1997

2.10. Veld and Forest Fire Act, No 101 of 1998

2.11. National Forest Act, No 84 of 1998

The successful service provider will remain responsible at all times to ensure that the services rendered are compliant to all legislation and/or regulations applicable to the services rendered, irrespective as to whether or not such legislation and/or regulations are included in the list above.

3. LABOUR STATUTORY REQUIREMENTS

Employment of contracted employees to be according to the Basic Conditions of Employment and Labour Relations Act with respect to:

3.1. Working hours, Vacation leave, sick leave, maternity, family responsibility and study provision.

3.2. Overtime payments.

RETURNABLE DOCUMENTS

- Fully completed and signed RFQ
- Official Quotation on the company letter head
- Latest Tax Clearance
- Latest BBBEE certificate- SANAS Accredited or sworn affidavit for EME/QSE
- CSD Report or (MAAA number)
- ID copies of company directors
- Supplier Code of Conduct

I, the undersigned, for and on behalf of the Service Provider, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

.....
Name (print)

.....
Signature

.....
Capacity

.....
Date

Evaluation Criteria

Quotations will be evaluated in accordance with SAFCOL Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2022; the bid evaluation process shall be carried out in the following phases namely:

Phase 1: Administrative Compliance Evaluation

Phase 2: Mandatory Evaluation

Phase 3: Price and Specific Goals Evaluation

Phase 1: Administrative Compliance Evaluation

1. Completion in full of the Request for Proposal document
2. Completion of all SBD Forms(Declaration Forms)
3. Proof that tax matters with SARS are in order(SARS Pin Number/ Tax Clearance Certificate)
4. Proof of company registration documents(e.g Pty;Trust; CC etc)
5. Original or copy of B-BBEE Level of contribution Certificate or Sworn Affidavit signed by the deponent and the Commissioner of Oath (Failure to attach certificate will lead to non-allocation of points)
6. Registration with National Treasury Central Supplier Database (CSD), if not registered on CSD, successful bidder must register within 7 working days of award
7. ID copies of company directors
8. Confirmation letter of the prospective service provider's commitment and capability to comply with –
 - SHEQ requirements (as per paragraph 1 above); and
 - Legal requirements (as per paragraph 2 above); and
 - Labour statutory requirements (as per paragraph 3 above)
9. Proof of valid PSIRA registration - Company
10. Proof of valid PSIRA registration - Company Directors
11. A valid letter of good standing with PSIRA (for the company)
12. Confirmation letter on availability of control room to respond to emergencies and coordinate security resources

Phase 2: Mandatory Evaluation

Description	Comply/Not Comply
<u>Company Experience</u> The service provider must have at least 5 years' experience in the Forestry industry, specifically in the Lowveld area, in providing Tactical Response Services. Service provider to submit traceable and contactable references in the form of either: • Reference letters with client's contact details on a company letterhead and signed; or • List of references with client contact persons and details (see attached reference list). SAFCOL will confirm and verify the information ,references that cannot be adequately verified by clients will result in disqualification.	
<u>Proof of Ownership of Vehicle</u> Vehicle must conform to the following specifications: - 4x4 (5 seater as a minimum) compulsory dedicated vehicles- no persons permitted to travel on the back of bakkies - Vehicles to be appropriately branded with the company logo - Communication and vehicle tracking system should be in place and installed, vehicle will be inspected, prior to award. Vehicles that do not conform to above will be disqualified. • Service provider to submit E-natis document confirming ownership of tactical response vehicle to be used in operation Service provider to submit pictures of the vehicle with the above requirements , failure to conform to the above submission will be disqualified.	

Service providers that meet the mandatory requirements will be evaluated further on price and specific goals

REFERENCE LIST

Client Name	Tender/Contract/ Project Reference Number	Description of Tender/Contract/ Project	Duration and completion date
Name of Company: Contact Person: Cell: E-mail:			
Name of Company: Contact Person: Cell: E-mail:			
Name of Company: Contact Person: Cell: E-mail:			
Name of Company: Contact Person: Cell: E-mail:			

Phase 3: Price and Specific Goals Evaluation

Only bids that meet the requirement will be evaluated further in terms of price and specific goals evaluation, as follows:

CRITERIA	POINTS
Price	80

Specific Goals	20
TOTAL	100 points

SPECIFIC GOALS FOR THIS RFQ AND POINTS THAT MAY BE CLAIMED ARE INDICATED AS PER TABLE BELOW:

Criteria	Points (80/20 system)
51% and above Black Owned entities	20
Total Points	20

No.	Procurement Requirement	Required Proof Documents
2.1	51% and above Black Owned entities	• CIPC registration documents • Valid B-BBEE certificate/sworn affidavit • South African Identification Document
2.2	30% and above Black Women Owned	• CIPC registration documents • Valid B-BBEE certificate/sworn affidavit • South African Identification Document
2.3	Atleast 51% Owned By People With Disabilities	• Letter from the Doctor confirming Disability • South African Identification Document • Valid B-BBEE certificate/sworn affidavit
2.4	Atleast 51% Youth Owned	• CIPC registration documents • Valid B-BBEE certificate/sworn affidavit • South African Identification Document
2.5	Implementation of RDP goals (Locality) Points	• Proof of residence in a form of a Municipal Bill or letter from recognized council confirming business address of the bidder • South African Identification Document

DOCUMENTS REQUIREMENT FOR VERIFICATION OF POINTS ALLOCATION

Click on the following link to access the SAFCOL Supplier Code of Conduct and confirm as indicated below:

https://www.safcol.co.za/?page_id=2339#:~:text=https%3A/www.safcol.co.za/wp%2Dcontent/uploads/2025/02/SCM%2DDOC%2D001%2DSUPPLIER%2DCODE%2DOF%2DCONDUCT.pdf

I confirm that I have read and understood SAFCOL supplier code conduct and that I will adhere to all the conditions contained therein.

NAME OF BIDDER_(COMPANY_NAME)..... SIGNATURE.....

CAPACITY..... DATE.....

SBD4

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 /

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.

shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

2.2

Full Name	Identity Number	Name of institution	State

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:

.....

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

SBD4

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.

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.

.....	
Signature	Date
.....	
Position	Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total Points for PRICE and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% and above Black Owned entities	20	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number: _____

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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



HEAD OFFICE
PO Box 1771
Silverton 0127
TEL: +27 12 436 6300

NEC4 Term Service Contract (TSC4)

Between	South African Forestry Company SOC Ltd (SAFCOL)	
	Reg No. 2000/023152/30	(the <i>Client</i>)
and	[Insert <i>Contractor's</i> registered name at award stage]	
	Reg No. ____	(the <i>Contractor</i>)
for	TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6) MONTHS	
	FOR A PERIOD OF SIX (6) MONTHS	(the <i>service</i>)

Contents:	Page No
Part C1 Agreements & Contract Data	
C1.1 Form of Offer and Acceptance	
C1.2 Contract Data	
C1.3 Forms of Sureties (if applicable)	
Part C2 Pricing Data	
C2.1 Pricing assumptions	
C2.2 The Activity Schedule (If Option A or C applies)	
Part C3 Scope of Work	
C3.1 <i>Client's</i> Scope	
C3.2 Scope provided by the <i>Contractor</i> for its plan	
Part C4 Affected Property	

Contract No. RFQ890/119/2025

Part C1: Agreements and Contract Data

6 C1.1 Form of Offer and Acceptance

1..1 Offer

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

TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6)

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender³.

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 *Contractor* 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.

Option A	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 Client by signing the Acceptance part of this Form of Offer and Acceptance 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 *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		

³ Conditions of Tender are those included in SANS 10845-3 2015 available from <https://store.sabs.co.za>

**For the
tenderer:**

<i>(Insert name and address of organisation)</i>			
Name & signature of witness			
		Date	

1..2 Acceptance

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the tenderer's Offer. In consideration thereof, the Client shall pay the Contractor 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 Client 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 C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Affected Property

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 Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client 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.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Client'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 original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)		
Name(s)		
Capacity		

for the <i>Client</i>	SAFCOL 209 Aramist Avenue, Menlyn Maine Pretoria, 0181		
Name & signature of witness		Date	

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

1.3 Schedule of Deviations to be completed by the *Client* prior to contract award.

Note:

1. 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 *Client* 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. Insert particulars in place of this symbol and delete rows not required.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Client 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 Client 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 <i>Client</i>
Signature		
Name		
Capacity		

On behalf of	SAFCOL 209 Aramist Avenue Menlyn Maine Pretoria, 0181	(Insert name and address of organisation)
Name & signature of witness		
Date		

6 C1.2 TSC4 Contract Data

1.1 Part one - Data provided by the *Client*

Read the relevant clauses in the conditions of contract before entering data. The number of the clause which requires the data is shown in the left-hand column for each statement. Other clauses may also use the same data.

Boxes like this are used to denote where data is inserted

Where appropriate dashes like this _____ are also used. **Double click** on the dash to enter the required data.

In the left-hand column where a note begins with the word, "If -----",

- either complete the data and delete the note if the option applies or
- delete the note and the rows of data relevant to that note if the option has not been selected.]

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

11.1 The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Term Service Contract, June 2017 (with amendments January 2019).

Main Option	A – Priced contract with price list
Option for resolving and avoiding disputes	W1

Secondary
Options

X1 – Price adjustment for inflation

X2 – Changes in the law

X8 – Undertakings to the Client (SAFCOL)

X18 – Limitation of liability

X19 – Termination by either party

X23 – Extending the service period

Z – Additional conditions of contract

11.2(15)

The *service* is

**APPOINTMENT OF A SERVICE PROVIDER TO
PROVIDE ARMED SECURITY SERVICES AT
BERLIN PLANTATION FOR A PERIOD OF SIX (6)
MONTHS**

10.1

The *Client* is

Name

Address for communications

Address for electronic
communications

10.1

The *Service Manager* is

Name

Address for communications

Address for electronic
communications

To be completed after award

To be completed after award

To be completed after award

10.1

The Affected Property is

Include the names of the properties
where this service is required

11.2(16)	The Scope is in	Part 3: Scope of Work and all documents and drawings to which it refers.
11.2(18)	The <i>shared services</i> which may be carried out outside the Service Areas are	None
13.1	The <i>language of this contract</i> is	English
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.3	The <i>period for reply</i> is	Two weeks
	• The period for reply for	is
	• The <i>period for reply</i> for	is
15.2	The following matters will be included in the Early Warning Register	Not applicable
15.2	Early warning meetings are to be held at intervals no longer than	

2. The Contractor's main responsibilities (Not applicable)

If Option C or E is used

20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	
------	--	--

If neither of the above two main options apply

Data required by this section of the core clauses is provided by the *Contractor* in Part 2

3 Time

31.2	The <i>starting date</i> is	
------	-----------------------------	--

30.1 The *service period* is:

32.2 The *Contractor* submits revised plans at intervals no longer than

The period within which the *Contractor* is to submit a Task Order programme for acceptance is

If no plan is identified in part two of the Contract Data

31.1 The period after the Contract Date within which the *Contractor* is to submit a first plan for acceptance is

4 Quality management (Not applicable)

40.2 The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

5 Payment

51.1 The *currency of the contract* is the

If the period in which payments are made is not three weeks

51.2 The period within which payments are made is

6 Compensation events (Not applicable)

If Option A is used

63.12 The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

If there are additional compensation events

60.1(21) These are additional compensation events

7 Title

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

8 Liabilities and insurance

If there are additional *Client's* liabilities

80.1 These are additional *Client's* liabilities

- | |
|-----|
| (1) |
| (2) |

83.3 Insurance
Table row 3

The minimum amount of cover for insurance against loss of or damage to property (except Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Service for any one event is:

whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Client</i> .
--

83.3 Insurance
Table row 4

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is:

as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of cover of not less than R ____ (Rands).

If the *Client* is to provide Plant and Materials and the *Contractor* is providing insurance against loss of or damage to the Plant and Materials:

83.3 Insurance
Table row 1

The insurance against loss of or damage to Plant and Materials and Equipment is to include

cover for Plant and Materials provided by the *Client* for an amount of

R ____

If the *Client* is to provide any of the insurances stated in the Insurance Table

If additional insurances are to be provided

9 Termination

There is no reference to Contract Data in this section of the core clauses

Resolving and avoiding disputes

W1.4(1), W2.4(1)
and W3.3(1)

The *tribunal* is

arbitration

W1.4(5), W2.4(4)
and W3.3(4)

The *arbitration procedure* is

the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is

_____ South Africa

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator, is

--

W1.1(1)

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

W1.2

Address for electronic communications

The *Adjudicator* is (Name)
[It is always preferable to name the *Adjudicator* at time of award. If this can be done delete this data and insert the name and contact details below.]

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is:

the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za)

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.

If Option X1 is used

X1: Price adjustment for inflation (used only with Options A, and C)

X1.1(c)

The proportions used to calculate the Price Adjustment Factor are

0.	linked to the index for	
0.	linked to the index for	
0.	linked to the index for	
0.	linked to the index for	
0.	linked to the index for	
0.	non-adjustable	

1.00

The *base date* for indices is

The *inflation adjustment dates* are

These indices are

If Option X3 is used

X3: Multiple currencies (used only with Option A)

X3.1

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities

other currency

total maximum payment
in the currency

The *exchange rates* are those published in

	on		(date)
--	----	--	--------

The items & activities will be paid in the other currency

- to a foreign Bank account nominated by the *Contractor*
- to a valid SARB approved CFC account in South Africa
- in accordance with an alternative payment method agreed with the *Client* before the Contract Date.

(select one of the three methods as agreed with the *Contractor*, delete the others and this note)

If Option X4 is used

X4: Ultimate holding company guarantee

There is no reference to Contract Data in this Option

If Option X8 is used

X8: Undertakings to the *Client* or Others

X8.1 The *undertakings to Others* are
provided to:

X8.2 The *Subcontractor undertaking to Others* are
works provided to

X8.3 The *Subcontractor undertaking to the Client* are
works

If Option X10 is used

X10: Information modelling

X10.4(1) If no *information execution plan* is identified in part two of the Contract Data, the period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

--

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use reasonable skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

R

The period following the end of the Service Period or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

--

If Option X11 is used

X11: Termination by the *Client* (not used with Option X19)

There is no reference to Contract Data in this Option

If Option X12 is used

X12: Multiparty collaboration (not used with Option X20)

X12.1(1) The *Promoter* is

X12.1(2) The Schedule of Partners is in

X12.2(1) The *Promoter's objective* is

X12.1(6) The Partnering Information is in

If Option X13 is used

X13: Performance bond (not used with Option X20)

X13.1 The amount of the performance bond is

R

If Option X17 is used

1..1.1 X17: Low performance damages

X17.1 The *service level table* is

If Option X18 is used

1..1.2 X18: Limitation of liability

X18.2 The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to:

X18.3 For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to:

R

X18.4	The <i>Contractor's</i> liability for Defects due to its design of an item of Equipment is limited to	R
X18.5	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	R
X18.6	The <i>end of liability date</i> is	years after the end of the Service Period

If Option X19 is used

1..1.3 X19: Termination by either Party (not used with Option X12)

X18.6	The <i>minimum period of service</i> is	years after the <i>starting date</i> .
	The <i>notice period</i> is	

If Option X20 is used

X20: Key Performance Indicators (not used with Option X12)

X20.1	The <i>incentive schedule</i> for Key Performance indicators is in	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	_____ months

If Option X23 is used

1..1.4 X23: Extending the Service Period

The <i>maximum service period</i> is	years after the <i>starting date</i> .		
The <i>periods for extension</i> are			
Order	<i>period for extension</i> (months) <i>notice date</i>		
First	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 20px;"></td> <td style="width: 50%; height: 20px;"></td> </tr> </table>		
Second	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 20px;"></td> <td style="width: 50%; height: 20px;"></td> </tr> </table>		
Third	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 20px;"></td> <td style="width: 50%; height: 20px;"></td> </tr> </table>		

Fourth

--	--

If there are criteria for extension

The *criteria for extension* are

(1)
(2)
(3)

If Option X24 is used and Option C is not used

1..1.5 X24: The accounting periods

The *accounting periods* are

(1)
(2)
(3)

If Option X24 is used with Option C

The *accounting periods* are the dates stated in the Contract Data of assessment of the *Contractor's* share

If Option Z is used

Z: Additional conditions of contract

The *additional conditions of contract* are

1

--

2

--

3

--

--

1..2 Part 2 – Data provided by the *Contractor*

Read the relevant clauses in the conditions of contract before entering data. The number of the clause which requires the data is shown in the left-hand column for each statement. Other clauses may also use the same data.

Boxes like this are used to denote where data is inserted

Where appropriate dashes like this _____ are also used. **Double click** on the dash to enter the required data.

In the left-hand column where a note begins with the word, “If -----”,

- either complete the data and delete the note if the option applies or
- delete the note and the rows of data relevant to that note if the option has not been selected.]

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

10.1 The *Contractor*
is

Name

Address for communications

Address for electronic
communications

11.2(10) & 52.1 The *fee percentage* is

--

 %

11.2(20) & 16.3 The *service areas* are

--

24.1 The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

11.2(8)

The following matters will be included in the Early Warning Register:

2 The *Contractor*'s main responsibilities

If the *Contractor* is to provide Scope for its plan

11.2(16) and 21.1

The Scope provided by the *Contractor* for its plan is in

3 Time

If a plan is to be identified in the Contract Data

31.1

The plan identified in Contract Data is

5 Payment

If Option A, C or E is used

11.2(21)

The *price list* is in

If Option A or C is used

The tendered total of the Prices excluding VAT is

--

Resolving and avoiding disputes

If Option W1 or W2 is used

W1.1(1)

The *Senior Representatives of the Contractor* are

Name

--

Address for communications

--

Address for electronic communications

--

Name (2)

--

Address for communications

--

Address for electronic communications

--

If Option X10 is used

X10 Information modelling

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is in

--

Data for Schedule of Cost Components (only used with Options C or E)

SCC 23

The listed items of Equipment purchased for work on the contract, with an on-cost charge, are

Equipment

time-related on cost charge

per time period

--	--	--

SCC 24 The rates for special Equipment are

Equipment rate

SCC 61 The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Contractor* are

Category of person rate

SCC 71 The rates for people providing *shared services* outside the Service Areas are

shared service category of person rate

Data for Short Schedule of Cost Components (only used with Option A)

11.2(28) and SSCC The *people rates* are

11

category of person	unit	rate

SSCC 21

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

%	(State plus or minus)

SSCC 22

The rates for other Equipment are

Equipment rate

SSCC 61

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Contractor* are

category of person rate

SCC 71

The rates for people providing *shared services* outside the Service Areas are

shared service category of person rate

