



RE-ADVERTISEMENT

REQUEST FOR QUOTATIONS (RFQ)

You are hereby invited to submit Quotation for the requirements of SAFCOL SOC LTD		
RFQ number:	RFQ/202/180/2025	
RFQ Issue Date	31 OCTOBER 2025	
Closing date and Time	05 NOVEMBER 2025 At 12:00PM (Late submission will NOT be accepted)	
RFQ validity period:	60 days (commencing from the RFQ Closing Date)	
RFQ Description:	APPOINTMENT OF A SERVICE PROVIDER FOR THE RENTAL OF TIMBER SKELETAL/LOGGER INTERLINK TRAILER TO SAFCOL FOR A PERIOD OF 04 MONTHS	
Contact person		Sibongiseni Mgushelo 013 754 2700 ext 2870 Cell: 0664790612
Enquiries for specification		For enquiries ONLY send email to sibongiseni.mgushelo@safcol.co.za
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

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENTAL OF TIMBER SKELETAL/LOGGER INTERLINK TRAILER TO SAFCOL FOR A PERIOD OF 04 MONTHS

SAFCOL is a state owned 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.

OBJECTIVES

- The objective of this Request for Quotation (RFQ) is to source and appoint a service provider for the rental of Timber skeletal/logger interlink trailer to SAFCOL for a period Of 04 Months, as and when the need arise.
- The supplier to provide a rental rate that is inclusive of all costs including insurance, tyre costs and preventative maintenance costs and other related costs.

CONTEXT OF THIS PROCUREMENT

SAFCOL is currently in pursuance of embarking on mill delivery of sawlogs/pulp to its internal and external clients. The operations of the mill delivery will require the specific logger trailers to enable the required mill delivery services.

CONTRACT PERIOD

Contract period is 04 Months

1. SPECIFICATIONS/SCOPE OF WORK

The Service Provider will be responsible for the rental of Timber skeletal/logger interlink trailer to SAFCOL in line with terms of the Timber skeletal/logger interlink trailer rental agreement.

1.1. Timber skeletal/logger interlink trailer Minimum Standards

- 1.1.1 Timber skeletal/logger interlink trailer will be as per the colour of manufacture, unless otherwise agreed to by SAFCOL.
- 1.1.2 The Timber skeletal/logger interlink trailer supplied by the Service Provider for the various categories shall meet or exceed the specifications detailed in the Plant Specification (***Annexure 1***).

NB Note: SAFCOL requires the timber skeletal/logger interlink trailer to perform as reliable high production equipment.

- 1.1.3 Plant rentals should be available within max 14 working days period after contracting or appointment.

1.2 Rental Delivery Period

- 1.2.1 All timber skeletal/logger interlink trailer s leased by Supplier to SAFCOL in terms of this Agreement shall be provided within a period of 14 working days from receipt of order
- 1.2.2 Where the supplier does not deliver leased Timber skeletal/logger interlink trailer to SAFCOL within the 14 working days period an Ad hoc rental plant of equivalent make, and model shall be made available to SAFCOL at the same rental cost as included in the Bid - (*Annexure 3 Penalties*)
- 1.2.3 The supplier will deliver the leased Timber skeletal/logger interlink trailer to the designated collection points as defined in *Annexure 3* at no cost to SAFCOL.
- 1.2.4 The supplier will deliver leased Timber skeletal/logger interlink trailer to SAFCOL fully licensed and ready to operate, and that unit's insurance is in place.

1.3 Maintenance and Repairs of rented Timber skeletal/logger interlink trailer

- 1.3.1 The Service Provider shall be responsible for ensuring that all Superlink Logger Trailer is maintained on a regular basis and repaired when necessary.
- 1.3.2 All Maintenance and repair costs under a Plant Rental agreement are paid for and are at the cost and risk of the Service Provider.
- 1.3.3 The Service Provider shall be responsible for advising the SAFCOL of all units due for maintenance or repairs to comply with manufacturer specifications.

The Service Provider shall be responsible for delivery of the unit to the nearest Service Provider's workshop. Any cost incurred by the Service Provider in transporting trailers from its workshop or preferred service facility to another of its other workshops or to a third party's workshop shall be for the account of the Service Provider.

- 1.2.1 In respect of all Timber skeletal/logger interlink trailer , in the event of any maintenance or repairs transaction, including breakdown requiring in excess of 48 (forty-eight) hours to complete, the Service Provider shall provide a similar replacement Unit to SAFCOL within 48 (forty-eight) hours of the vehicle being delivered for maintenance or repair or breaking down. The cost of providing such replacement vehicle shall be for the account of the Service Provider.

1.3 Breakdown Services for SAFCOL official Timber skeletal/logger interlink trailer

- 1.3.1 The Service Provider shall manage the availability of a breakdown service 24- hours a day, seven (7) days a week throughout the Contract Period for plant leased by SAFCOL. In managing this facility, the Service Provider shall provide a effective administration process for managing ,of reporting breakdowns and requests for assistance.
- 1.3.2 It is necessary that a network of mechanical maintenance expert be established by service provider to assist in call out for breakdown and regular service and maintenance.

1.4 Insurance

- 1.4.1 SAFCOL shall not bear any costs relating to collisions, damage, thefts and hijackings of units or parts thereof. All costs, including repairs, replacement, third party claims and replacement unit hire shall be for the account of the Service Provider. This shall apply to all units that are rented or Ad Hoc replacement of the plant that are under major repairs.
- 1.4.2 The full cost of all insurance shall be for the Service Provider's account.

1.5 Accidents and Incidents

- 1.5.1 The Service Provider shall repair all damage to any units leased, through Plant Agreement, by SAFCOL arising out of accidents or incidents, to manufacturer specifications.
- 1.5.2 The Service Provider shall be responsible for managing the process from the scene of the accident to re-delivery of the unit or the provision of a similar replacement unit to SAFCOL including the roadside assistance to the driver.
- 1.5.3 The Service Provider must provide a replacement unit of the same type, category and cost as the unit involved in the accident or incident in accordance with the requirements (*Annexure 7*) The cost of providing such replacement unit will be for the account of the service provider.

1.6 Thefts or Hi-jacks

- 1.6.1 The Service Provider shall take all the necessary precautions to minimize thefts of the rented plant

- 1.6.2 The Service Provider must provide a replacement unit of the same type, category and cost as the vehicle involved in the theft or hi-jack in accordance with the

1.2 Validity of Licenses, Traffic Offences and Plant Abuse

- 1.2.1 The Service Provider shall throughout the Contract Period be responsible for checking the validity of the annual license disk.
- 1.2.2 The Service Provider shall be responsible for managing the abuse of plant/equipment. The Service Provider should, where abuse is suspected, investigate such abuses and provide a report presenting sufficient evidence to enable the SAFCOL to take the appropriate action against the operator/driver.
- 1.2.3 A detailed procedure for handling and determining such abuse cases will be drafted with the successful Bidder.

1.3 Regulatory Issues

- 1.3.1 The Service Provider shall ensure that all units are at all times in a roadworthy condition.
- 1.3.2 The Service Provider shall ensure that all units leased/rented to SAFCOL shall be registered and licensed with local authorities according to road traffic act of 1996 .
- 1.3.3 The Service Provider shall be responsible for the administration thereof including the physical affixing of the license discs to the units.
- 1.3.4 The process for obtaining certificates or roadworthiness/fitness shall be the same as the process for maintenance or repairs of vehicles.

1.4 Penalties

- 1.4.1 SAFCOL will implement a system of penalties guided by uptime principle in instances of failure of the Service Provider to comply with service levels. The penalties that will apply are detailed in **Annexure 6** - Penalties.

1.5 Industry Standards and Norms

- 1.5.1 The Service Provider shall ensure that the timber skeletal/logger interlink trailer provided within the contract period to SAFCOL are in line with the industry norms and standards and shall include but not be limited to design, development, testing and liaison with all relevant stakeholders in the market.

1.4 General

1.4.1 Within SAFCOL the Centre of excellence shall be responsible for managing the service agreement on timber skeletal/logger interlink trailer . The User department shall interact daily with the Service Provider on operational issues.

2. PRICING SCHEDULE

2.1.2 The rental/lease contracts, and associated pricing shall be based on timber skeletal/logger interlink trailer s being utilized for a maximum of 30 days per month as indicated in the Quotation Schedule of the RFQ

Note: This hire/rental will commence once the unit is delivered to the delivery points (**Annexure 4**) till it is removed. days lost due to breakdowns, absent repairs and servicing by mechanic on behalf of service provider will not be paid for by SAFCOL.

2.1.3 SAFCOL WILL NOT ACCEPT ANY CHARGES FOR ITEMS NOT REFLECTED IN THE PRICING SCHEDULES. THE BIDDERS ARE REQUESTED TO PRICE ALL POTENTIAL RISKS AND CONTINGENCIES INTO THEIR PRICING AT THIS STAGE.

2.1.4 SAFCOL shall not accept any of the following charges as normally catered for under wet rate of the timber skeletal/logger interlink trailer s -

- License fees and other regulatory costs.
- Tyre damage or wear and tear charges.
- Charges for early termination of Plant rental agreements.
- Damage caused to Units by the Vegetation and rocky conditions in the plantations.
- Accordingly, provision for these should be made in the pricing schedules based on the Bidder's risk assessment.

ANNEXURE 1- SPECIFICATIONS FOR TIMBER SKELETAL/LOGGER INTERLINK - 3 STACK - 4 STACK DUAL STEEL

•	<i>Tyres – 315/80R22.5 or the 385s set</i>	<i>17 of or 9 if it use 385 tyres set</i>
•	Rims – 9.00 x 22.5 10 studs dual – Steel	<i>17 of</i>
•	Suspension – Henred Weweler Air or equivalent Air suspension	<i>2 sets</i>
•	Axles – Henred, 2 axles ABS	<i>4 of</i>
•	Kingpin – 50mm Flanged (Bolt-on type)	<i>2 of</i>
•	5th Wheel – Jost (Greaseable)	<i>1 of</i>
•	Load locks with 9-meter straps	<i>14 of</i>
•	Landing legs - Jost	<i>2 sets</i>
•	Brake system – ABS 24 Volt	<i>2 sets</i>
•	Slack Adjusters – Automatic	<i>8 of</i>
•	Bunks (7 x 2.4 bundles) – U Shape	<i>14 of</i>
•	Mud Flaps	<i>2 sets</i>
•	Under run bumper – to SABS spec.	<i>1 of</i>
•	Light / Chevron Box – Steel type LED 24 Volt	<i>2 of</i>
•	Rear lights – LED 24 Volt	<i>12 of</i>
•	License holder – Double	<i>2 of</i>
•	Reflective marking tape	<i>2 sets</i>
•	Chevron	<i>2 of</i>
•	Spare wheel carrier – Winch type or mechanical	<i>1 of</i>
•	Safety Set – (1 x W/Triangle, 1 x Wheel Spanner, 2 x Wheel Chocks)	<i>1 set</i>
•	Hubodometer	<i>1 of</i>
•	Microdot Security Paint	
•	Colour Specification: Chassis	
•	<i>Colour Specification: Top Structure Nameplate Holder</i>	

**TYPICAL IMAGE OF TIMBER SKELETAL/LOGGER INTERLINK - 3 STACK - 4
STACK DUAL STEEL**



6 BIDDING SELECTION PROCESS

Evaluation Phases

6 Phase 1: Pre-Qualification Criteria

In this phase bidders need to meet/comply with all the requirements listed in the **Pricing Schedule** provided to be able to proceed to the next phase of evaluation. Failure to meet/comply will lead to disqualification from the process.

Bidders need to provide SAFCOL with either one or both proofs indicated below to confirm that they comply with all quantities listed in the plant list.

1. Ownership registration of plant/_timber skeletal/logger interlink
2. Lease agreement (Commitment by the lessor to the bidder that plant will be leased to the bidder should the bidder be awarded the contract)

Phase 2: Technical/Functional Evaluation Criteria

PRICING SCHEDULE

Appointment of a Service Provider (s) for the Rental of Timber skeletal/logger interlink trailer for SAFCOL for a period of 04 MONTHS SAFCOL				
Rental includes ± 30 days per month, No charge for a breakdown in excess of 24 hours day and no charge for delivery on inception of rental				
Item No	Description	Quantity per order	Rental per Month all inclusive (insurance, maintenance)	Total Rental (Including VAT) - Based on ± 30 days per month for the period of 04 Months
1.	Super link Timber skeletal/logger interlink trailer with 4 axle - As per Annexure 1: Vehicle Specifications	03		
			TOTAL	R
			VAT @ 15%	R
			GRAND TOTAL	R

6 Annexure 3– Penalties

In addition to the penalties identified in each Service Level Agreement the following additional system of penalties will be applied for the failure of Service Provider to comply with service levels requirements:

Penalties Payable by Service Provider		
Area	Event	Penalty
Plant Rental	Where a timber skeletal/logger interlink trailer required through a Plant Rental Agreement is not delivered to SAFCOL in accordance with the requirements of a Rental delivery requirements	SAFCOL may lease similar vehicles from a third party for the total required period and any adverse cost shall be for Service Provider's account.
Breakdowns	Where Plant breaks down	
	Once during a month	No penalty, repair subject to normal service levels.
	Twice during a calendar month in excess of 24 to 48 hours	The Rental for the relevant Vehicle shall be reduced by 50% (fifty per cent) for the month in question.

Penalties Payable by Service Provider		
Area	Event	Penalty
	More than twice during a calendar month	No Rental shall be charged for the relevant Vehicle for the month in question.
Roadside Assistance	Where breakdown or roadside assistance is not provided within the stipulated timeframes.	The Rental for the relevant Vehicle for the month in which the breakdown occurs shall be reduced by 50% (fifty per cent).
Maintenance, Theft, Hijacking	Where a replacement vehicle is not provided in line with the requirements of annexure 7 - Replacement / Ad hoc Rental delivery requirements.	The Rental for the relevant Vehicle for the month in which the failure occurs shall be reduced by 50% (fifty per cent). SAFCOL may lease similar vehicles from a third party for the total required period and any adverse cost shall be for Service Provider's account.

Annexure 4 – Rental / Replacement for Breakdowns Delivery Requirements

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: Functionality Evaluation

Phase 3: Price and Specific Goals Evaluation

Phase 1: Administrative Compliance requirements

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

Phase 2: Functionality Evaluation

TECHNICAL EVALUATION CRITERIA FOR THE FOR THE RENTAL OF TIMBER SKELETAL/LOGGER INTERLINK TRAILERS FOR SAFCOL FOR A period of 04 MONTHS

TECHNICAL EVALUATION SHEET

	Functionality	Description of the Criteria	Method of Evaluation	Points Allocation	Points Allocation
1	Previous Experience and Track Record				40

	Previous Experience and Track Record	Bidder must submit signed reference letter(s) from clients / entities whose such relevant / related activity / service was rendered. The entities' / clients' signed reference letter(s) must on their letterheads confirm the work performed with specific reference to the project and company involvement. The signed reference letters shall also indicate the duration or the period which the service was rendered to that entity. The reference letters must be signed by the client whose such relevant service was rendered to.	Signed Reference Letters primarily indicating the project and contract duration.	0 = No Response, or No submission 20 = Reference letter(s) indicate less than 1 year duration (duration < 1 year). 40 = Reference letter(s) indicate 1 year or more but less than 2 year duration (≥ 1 duration in years < 2). 60 = Reference letter(s) indicate 2 years or more but than 3 years of duration (≥ 2 duration in years < 3). 80 = Reference letter(s) indicate 3 years or more but less than 5 years of duration (≥ 3 duration in years < 5). 100 = Reference letter(s) indicate 5 years or more than 5 years duration (duration ≥ 5 years).	
2	Lead / Response Time	Requirements	Type of Proof / Detail to be submitted	Model Answer	20
2.	Lead / Response Time	Lead / response time to deliver plant and/or equipment. Bidder to submit a signed letter or documentation of commitment for delivering the plant and/or equipment.	Bidder to submit a signed letter or documentation of commitment for delivering the plant and/or equipment indicating the lead or response time in business days which they commit they will be able to provide the requested plant and/or equipment.	0 = No submission 5= Letter or documentation indicates 5 or more than 5 business days (lead time ≥ 5 days). 10 = Letter or documentation indicates 3 or more but less than 5 business days (3 ≤ lead time in days < 5). 15 = Letter or documentation indicates 2 or more but less than 3 business days (2 ≤ lead time in days < 3). 20 = Letter or documentation indicates 1 or more but less than 2 business days (1 ≤ lead time in days < 2).	

	Plant and/or equipment in possession (under ownership or lease)	Requirements	Type of Proof / Detail to be submitted	Model Answer	40
3.	Plant and/or equipment in possession (or under ownership)	Bidder must indicate the list of plant and/or equipment they own OR which they can confirm in writing that they can be able to obtain a full lease for, for the duration of this contract which has been identified as critical and is required in terms of this contract. The following list of plant and equipment has been identified as critical:	Bidder must indicate the list of plant and/or equipment they own or which they can confirm in writing that they can be able to obtain a full lease for, for the duration of this contract which has been identified as critical and is required in terms of this contract.	0 = No submission. Bidder owns 0 (zero) critical plant and/or equipment. 40 = Bidder indicates that they own all plant and/or equipment which is required in terms of this RFQ 30 = OR the Bidder has obtained a lease from a third party for the plant and/or equipment required in this contract which shall be made available for the duration of the contract.	
	Location of Contractor	Requirements	Type of Proof / Detail to be submitted	Model Answer	
4	Location of Contractor	The Bidder to indicate, in the form of a signed letter, the approximate proximity of his business address which houses their plant and/or equipment which is required in terms of this contract. The signed letter shall indicate, as minimum, the Contractor's physical business address and the approximate kilometers to the working area (TNPA Port of Ngqura).	The Bidder to indicate, in the form of a signed letter, the approximate proximity of his business address which houses their plant and/or equipment which is required in terms of this contract. The signed letter shall indicate, as minimum, the Contractor's physical business address and the approximate kilometers to the working area (TNPA Port of Ngqura).	0 = No submission 20 = The letter indicates 200km or an excess of 200km from Port of Ngqura (proximity $\geq$ 200km). 40 = The letter indicates 100km or more than 100km but below 200km from Port of Ngqura (200km > proximity $\geq$ 100km). 60 = The letter indicates 50km or more than 50km but below 100km from Port of Ngqura (100km > proximity $\geq$ 50km). 80 = The letter indicates 36km or more than 36km but below 49km from Port of Ngqura (49km > proximity $\geq$ 36km). 100 = Letter indicates less than 36km from Port of Ngqura (proximity < 36km).	
	TotalScore Points				100
	Minimum Score Points				60

Bidder who did not obtain a minimum 60 points will not be evaluated on price and specific goals

Phase 3: Price and Specific Goals Evaluation

Only bids that meet the requirement will be evaluated further in terms of price and specific goals

No.	Procurement Requirement	Required Proof Documents
2.1	51% and above Black Ownership	• CIPC registration documents • B-BBEE certificate/sworn affidavit • South African Identification Document
2.2	30% and above Black Women Owned	• CIPC registration documents • 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
2.4	Atleast 51% Black Youth Owned	• CIPC registration documents • 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

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 Ownership	20
Total Points	20

DOCUMENTS REQUIREMENT FOR VERIFICATION OF POINTS ALLOCATION

SAFCOL SUPPLIER CODE OF CONDUCT

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/uplo,ads/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 Ownership	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:	
	
	
	

