NEC4 Supply Contract (SC4)

Between	**KOMATILAND FORESTS SOC LTD (KLF)**	
	Reg No. 2000/023152/30	**(the *Purchaser*)**
and	**[Insert *Supplier's* registered name at award stage]**	
	Reg No. ____________	**(the *Supplier*)**
for	**Supply and deliver fuel products (petrol & diesel) to SAFCOL for a period of 3 years**	
		(the *goods* and *services*)

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Contract No. RFB003/2026

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Client, identified in the Acceptance signature block, 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 3 years

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 Tender[1].

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.

From the Price List	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[2]	R
	(in words) _______	

This Offer may be accepted by the *Purchaser* 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 *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	

[1] Conditions of Tender are those included in SANS 10845-3 2015 available from https://store.sabs.co.za
[2] This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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 C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 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 Returnable 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.

The tenderer shall within two weeks 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 original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* 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 *Purchaser*	*SAFCOL* *Mbombela Office,* *20 Paul Kruger Street, Absa Square Building, Mbombela, 1200*		
Name & signature of witness		Date	

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

Schedule of Deviations to be completed by the *Purchaser* 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 *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. 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 *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 *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)*	*SAFCOL* *Mbombela Office,* *20 Paul Kruger Street, Absa Square Building, Mbombela, 1200*
Name & signature of witness		
Date		

C1.2 SC4 Contract Data

1 General

11.1 The *conditions of contract* are the core clauses and the clauses for the following Options of the NEC4 Supply Contract June 2017 (with amendments October 2020)

Options

X1 – Price adjustment for inflation
X2 – Changes in the law
X7 – Delay damages
X11 – Termination by the Purchaser
Z – Additional conditions of contract

11.2(19)	The *goods* are	**Supply and deliver fuel products (petrol & diesel) to SAFCOL for a period of 3 years**
11.2(19)	The *services* are	**Not Applicable**

11.2(13) The *Purchaser* is

Name	**SAFCOL**
Address for communications	**Mbombela Office, 20 Paul Kruger Street, Absa Square Building, Mbombela, 1200**
Address for electronic communications	

10.1 The *Supply Manager* is

Name	
Address for communications	
Address for electronic communications	

11.2(20)	The Scope is in	**Part 3: Scope of Work and all documents and drawings to which it refers.**
13.1	The *language of this contract* is	**English**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.3	The *period for reply* is	**one (1) week excluding weekends and Public Holidays**

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

- **Anticipated shortages or disruptions in diesel supply, refining capacity, or product availability.**
- **Any strike, industrial action, civil unrest, protest action, road closure, or transportation disruption affecting delivery routes or fuel availability.**
- **Significant increases or volatility in regulated fuel prices, transport costs, or fuel levies that may impact contract performance.**
- **Failure or anticipated failure of delivery vehicles, tankers, pumps, meters, or offloading equipment.**
- **Delays in delivery schedules or inability to meet required delivery turnaround times.**
- **Contamination, adulteration, or quality defects in diesel supplied, including failure to comply with applicable fuel specifications and standards.**
- **Spillage, leakage, environmental incidents, fire hazards, or health and safety incidents during transportation, storage, or offloading.**
- **Expiry, suspension, or non-compliance relating to licences, permits, roadworthy certificates, hazardous goods permits, or petroleum industry regulatory requirements.**
- **Changes in legislation, fuel regulations, taxes, levies, or environmental requirements affecting the supply or transportation of diesel.**
- **Security risks affecting fuel transportation, including theft, hijacking, tampering, or vandalism.**
- **Inaccessibility of delivery sites due to weather conditions, flooding, fire, infrastructure damage, or operational constraints.**
- **Any disputes, insolvency, financial distress, or operational difficulties affecting subcontractors, transporters, or fuel depots involved in contract performance.**
- **Capacity constraints affecting the Supplier's ability to meet delivery quantities or emergency fuel requirements.**
- **Any matter which may result in interruption of critical operations due to delayed or insufficient fuel supply.**
- **Any discrepancy identified in delivery quantities, meter readings, reconciliation records, or invoicing documentation.**
- **Failure or anticipated failure to maintain agreed minimum fuel stockholding levels or emergency reserves.**

15.2	Early warning meetings are to be held at intervals no longer than	**no longer than two (2) weeks**

2. The *Supplier's* main responsibilities

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

3 Time

30.1	The *starting date* is	**TBC**
32.2	The *Supplier* submits revised programmes at intervals no longer than	**no longer than two (2) weeks**

30.1 & 11.2(7) The *delivery date* of the *goods* and *services* is

	goods and *services*	*delivery date*
1	**As stipulated in the Purchase Order**	
2		
3		
4		

31.1 The period after the Contract Date within which the *Supplier* is to submit a first programme for acceptance is **Not Applicable**

The *Supplier* **does not** bring the *goods* to the Delivery Place more than one week before the Delivery Date.

4 Quality management

40.2 The period after the Contract Date within which the *Supplier* is to submit a quality policy statement and quality plan is **Not Applicable**

43.1 The period between Delivery and the *defects date* is **60 days**

44.2 The *defect correction period* is **1 week**

44.3 The *defect access period* is **As agreed by both parties per incident**

5 Payment

50.1 The *assessment interval* is **30 Days from date of invoice**

51.1 The *currency of the contract* is the **South African Rand**

The *interest rate* is	**Zero**	% per annum (not less than 2) above the	
	rate of the		bank

51.2 The period within which payments are made is **thirty days (30) days**

6 Compensation events

63.6	The *value engineering percentage* is 50%, or, if a different percentage is to be used it is	**Zero (0)** %
60.1(18)	These are additional compensation events	**Not Applicable**

7 Title

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

8 Liabilities and insurance

80.1	These are additional *Purchaser*'s liabilities	**(1) Site Access due to Industrial Action** **(2) Transportation damages** **(3) Road transport embargo** **(4) Late deliveries**
83.3 Insurance Table row 2	The minimum amount of cover for insurance against loss of or damage to property (except the *goods*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) arising from or in connection with the *Supplier* Providing the Goods and Services for any one event is:	
83.3 Insurance Table row 4	The minimum amount of cover for insurance against death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with the contract for any one event is:	
83.3 Insurance Table row 1	The insurance against loss of or damage to the *goods*, Plant and Materials and Equipment is to include cover for Plant and Materials provided by the *Purchaser* for an amount of	**R0.00**
83.1	The *Purchaser* provides these insurances from the Insurance Table	
	(1) Insurance against	
	Minimum amount of cover is	
	The deductibles are	
	(2) Insurance against	

	Minimum amount of cover is	
	The deductibles are	

83.1	The *Purchaser* provides these additional insurances	
	(1) Insurance against	
	Minimum amount of cover is	
	The deductibles are	
	(2) Insurance against	
	Minimum amount of cover is	
	The deductibles are	

83.2	The *Supplier* provides these additional insurances	
	(1) Insurance against	Whatever the *Supplier* deems necessary in addition to that provided by the *Purchaser*
	Minimum amount of cover is	
	The deductibles are	
	(2) Insurance against	
	Minimum amount of cover is	
	The deductibles are	

9 Termination, resolving and avoiding disputes

94.1	The *Senior Representatives* of the *Purchaser* are	
	Name (1)	
	Address for communications	
	Address for electronic communications	
	Name (2)	
	Address for communications	
	Address for electronic communications	
94.2	The *Adjudicator* is (Name) **[It is always preferable to name the *Adjudicator* at time of award. If this can be done delete this**	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of

	data and insert the name and contact details below.]	Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za
	Address for communications	
	Address for electronic communications	
	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.
94.4(2)	The *tribunal* is	arbitration
94.4(5)	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.

X2: Changes in the law

X2.1 A change in the law of **South Africa** is a compensation event if it occurs after the Contract Data.

X7: Delay damages

X7.1 **Delay damages for Delivery are 0.25% of the Purchase Order value per day to a maximum of 15%, if the delivery is outside the Contractually agreed lead times.**

X11: Termination by the *Purchaser*

There is no reference to Contract Data in this Option

Z: *Additional conditions of contract*

The *additional conditions of contract* are

1 _______

Cession delegation and assignment.
Z1.1 The Supplier does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Purchaser.
Z1.2 Notwithstanding the above, the Purchaser may on written notice to the Supplier cede and delegate its rights and obligations under this contract to any of its subsidiaries.

2 _______

Joint ventures
Z2.1 If the Supplier constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Purchaser for the performance of this contract.
Z2.2 Unless already notified to the Purchaser, the persons or organisations notify the Supply Manager within two weeks of the Contract Date of the key person who has the authority to bind the Supplier on their behalf.
Z2.3 The Supplier does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the Purchaser having been given to the Supplier in writing.

3 _______

Ethics
Z3.1 Any offer, payment, consideration, or benefit of any kind made by the Supplier, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the Supplier's obligation to Provide the Goods and Services or taking any other action as appropriate against the Supplier (including civil or criminal action).
Z3.2 The Purchaser may terminate the Supplier's obligation to Provide the Goods and Services if the Supplier (or any member of the Supplier where the Supplier constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the Purchaser or other people or organisations and including in circumstances where the Supplier or any such member is removed from the an approved vendor data base of the Purchaser as a consequence of such practice.

4 _______

Provision of a Tax Invoice and interest
Z4.1 The Supplier (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the Purchaser's VAT number 4680194901 on each invoice he submits for payment.

Part 2 – Data provided by the *Supplier.*

[Instructions to the contract compiler: (delete these notes in the final draft of a contract)

Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however 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, "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

11.2(13)	The *Supplier* is	
	Name	
	Address for communications	
	Address for electronic communications	
11.2(11) & 52.1	The *fee percentage* is	_______ %
11.2(9)	The following matters will be included in the Early Warning Register:	

2 The *Supplier*'s main responsibilities

11.2(20) and 21.1	The Scope provided by the *Supplier* for its design is in	**Not Applicable**
25.2	The restrictions to access for the *Service Manager* and Others to work being done for the contract are:	
	(1) **Not Applicable**	
	(2)	

3 Time

31.1	The programme identified in the Contract Data is	**Not Applicable**

30.1 & 11.2(7) The *delivery date* of the *goods* and *services* is

	goods and *services*	*delivery date*
1	**As per the Purchase Order**	
2		
3		

5 Payment

11.2(18) The *price list* is in: Part C2.2

11.2 (17) The tendered total of the Prices is (state including or excluding VAT): R

9 Termination, resolving and avoiding disputes

94.1 The *Senior Representatives* of the *Supplier* are

Name	
Address for communications	
Address for electronic communications	

Name (2)	
Address for communications	
Address for electronic communications	

Part C2 Pricing Data

C2.1 Pricing assumptions

The pricing document used in the Supply Contract is the Price List. The *price list* is identified in Contract Data part 2 as being in Part C2.2 (below) or in a separate document as referenced in C2.2.

C2.2 The *price list*

The *price list* is prepared by the *Supplier* (**As per the RFB document submitted**)

Part C3 Scope of Work

C3.1: The *Purchaser's* Scope

S 100 Description of the *goods* and *services*

S 105 Project objectives	SAFCOL plantations in the North and South region consists of 15 plantations is divided into three clusters with objective optimising the reordering point with convenient synchronised logistics flow. The chosen suppliers must ensure rateable supplies to all SAFCOL plantations.
S 110 Description of the *goods* (general only)	Supply and delivery of fuel products (petrol & diesel) to SAFCOL for a period of three (3) years.
S 115 Description of the *services*	
S 120 Description of the environment where the *goods* and *services* are to be put in use	

S 200 Constraints on how the *Supplier* Provides the Goods and Services

S 205 General constraints	• Restrictions on use of hazardous materials • Pollution, ecological or environmental impacts • *Purchaser* specific policies and procedures • Constraints imposed to meet requirements of Others (for example funders)
S 210 Confidentiality	Not Applicable
S 215 Security & 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 220 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 Purchaser'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 Purchaser 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 Purchaser in accordance with the contract.
S 225 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 Purchaser 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 Purchaser 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 230 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 235 BBB-EE requirements	The Supplier shall: • Maintain the BBBEE status level declared at tender stage for the duration of the contract, unless otherwise approved by the Purchaser. • Submit a valid BBBEE certificate or sworn affidavit upon request by the Purchaser. • Immediately notify the Purchaser of any material change to its BBBEE ownership structure, management control, or BBBEE status level. • Ensure that any subcontracting arrangements comply with applicable PPPFA Regulations, BBBEE legislation, and SCM prescripts.
S 240 Skills development	Not Applicable

S 300 *Supplier*’s design

S 305 Design responsibility **SC4 21.1**	Not Applicable
S 310 Design submission procedures and acceptance criteria **SC 21.2**	Not Applicable
S 315 Design approvals from Others	Not Applicable
S 320 *Purchaser* requirements	Not Applicable
S 325 Using the *Supplier*’s design **SC4 22.1**	Not Applicable
S 330 Statutory requirements	Not Applicable

S 400 Delivery

S 405 Delivery definition **SC 11.2(6)**	Delivery is defined as the point at which the diesel has been successfully offloaded into the Purchaser’s designated storage facilities at the specified delivery location, and both parties

	(or their authorised representatives) have confirmed the quantity received through signed delivery documentation or electronic confirmation. Delivery is only deemed complete once: • the diesel has been transferred into the Purchaser's approved storage tanks or containers; • the quantity delivered has been verified and accepted by the Purchaser's representative; and • all required delivery documentation (including delivery note, meter readings, and any reconciliation records) has been signed or confirmed. Risk in and ownership of the diesel shall pass from the Supplier to the Purchaser upon completion of delivery as defined above, unless otherwise stated in the Contract Data. Any discrepancies identified prior to acceptance shall be recorded and resolved in accordance with the Contract procedures.
S 410 Training	The Supplier shall ensure that all personnel involved in the execution of the contract are appropriately trained, competent, and certified to perform their assigned duties safely and in compliance with applicable legislation. The Supplier shall: • Provide and maintain all mandatory training required under applicable laws and regulations, including but not limited to the transportation, handling, storage, and offloading of diesel and hazardous substances. • Ensure that drivers hold valid Professional Driving Permits (PrDP) and any hazardous goods endorsements required by law. • Ensure that all personnel are trained in occupational health and safety requirements, emergency response procedures, spill containment, fire prevention, and incident reporting. • Provide induction training for all personnel prior to their involvement in contract activities. • Conduct regular refresher training and toolbox talks relevant to operational risks associated with diesel transport and delivery. • Ensure that all training records, certifications, and competency assessments are maintained and made available to the Purchaser upon request. • Immediately remove from contract duties any personnel who fail to meet required competency, licensing, or safety standards. The Purchaser may, at any reasonable time, request evidence of compliance with these training requirements, and may audit training records for assurance purposes.
S 415 Correcting Defects	The Supplier shall promptly correct any Defect notified by the Purchaser within the Defects Period. A Defect includes, but is not limited to: • diesel that does not comply with the required specifications, quality standards, or applicable legislation; • incorrect quantities delivered or discrepancies between ordered and delivered volumes; • contamination of diesel prior to or during delivery; • failure to comply with agreed delivery instructions, schedules, or locations; • damage or loss caused during delivery due to Supplier negligence; and

	• any failure to comply with contractual requirements relating to transport, handling, or offloading. Upon notification of a Defect, the Supplier shall, at its own cost: • investigate the cause of the Defect without delay; • replace or rectify defective diesel supply, including removal and replacement where necessary; • correct any delivery or documentation errors; and • take all reasonable steps to prevent recurrence of the Defect. If the Supplier fails to correct a Defect within a reasonable time, the Purchaser may: • arrange for the Defect to be corrected by others; and • recover all associated costs from the Supplier. Correction of a Defect does not relieve the Supplier of any liability arising from the Defect, including liability for consequential operational disruption, environmental impact, or regulatory non-compliance. All Defects and corrective actions shall be recorded for audit and compliance purposes.
S 420 Statutory requirements	The Supplier shall comply with all applicable statutory and regulatory requirements in performing the contract, including but not limited to legislation, regulations, by-laws, and mandatory industry standards in force from time to time. Without limiting the generality of the above, the Supplier shall comply with: • the Constitution of the Republic of South Africa, 1996 (Section 217 principles where applicable); • the Public Finance Management Act, 1 of 1999 (where applicable); • the Occupational Health and Safety Act, 85 of 1993, including hazardous chemical substances regulations; • environmental legislation, including the National Environmental Management Act, 107 of 1998; • road transport and dangerous goods legislation, including the National Road Traffic Act and applicable regulations; • fuel quality and petroleum product standards as prescribed by South African National Standards and relevant authorities; • all licensing, permitting, and regulatory requirements applicable to the storage, transport, and delivery of diesel; and • any applicable directives issued by National Treasury or relevant regulatory authorities. The Supplier shall ensure that all personnel, subcontractors, vehicles, and equipment used in the execution of the contract comply with applicable statutory requirements at all times. The Supplier shall immediately notify the Purchaser of any actual or anticipated breach of statutory requirements that may affect contract performance. Any failure to comply with statutory requirements shall constitute a material breach of contract and may result in corrective action, suspension of services, or termination in terms of the contract.

S 500 Programme

S 505 Programme requirements **SC 31.2** **SC 31.3**	Not Applicable
S 510 Work of the *Purchaser* and Others **SC 60.1(5)**	Not Applicable
S 515 Information required	Not Applicable
S 520 Revised programme	Not Applicable

S 600 Quality management

S 605 Quality management system **SC 40.1**	The Supplier shall establish, implement, and maintain a quality management system appropriate to the nature, scale, and risk profile of the services under this contract.
S 610 Quality policy statement and quality plan	
S 615 Samples	

S 700 Tests and inspections

S 705 Tests and inspections **SC 41.1** **SC 41.2** **SC 42.1** **SC 60.1(11)**	**SC 41.1 – General obligation to test and inspect** The Supplier shall carry out all tests and inspections necessary to ensure that diesel supplied under the contract complies with the required specifications, applicable standards, and contractual requirements prior to delivery. The Purchaser may also conduct independent tests and inspections at any time during the contract period. **SC 41.2 – Timing and notification of tests** The Supplier shall notify the Purchaser in advance of any planned testing or inspection activities relating to the quality, quantity, or compliance of diesel deliveries. The Purchaser may witness or participate in such tests and inspections where reasonably required. **SC 42.1 – Access for inspection and verification**

	The Supplier shall provide the Purchaser, or its authorised representatives, with reasonable access to: • fuel storage facilities; • loading and offloading points; • delivery vehicles and tankers; • meter calibration records; and • any documentation relevant to quality, quantity, or compliance verification. Such access may be exercised for the purpose of inspection, auditing, verification of compliance, or investigation of suspected non-conformance. **SC 60.1(11) – Cost of testing and non-conformance** All costs associated with routine testing and inspection required under this contract shall be borne by the Supplier unless otherwise stated. Where tests or inspections reveal non-conforming diesel, incorrect quantities, contamination, or any breach of specification: • the Supplier shall bear all costs of additional testing, removal, replacement, or rectification; and • such failure shall be treated as a Defect in terms of the contract. If the Purchaser reasonably requires additional testing due to suspected non-compliance, and such testing confirms compliance, the Purchaser shall bear the cost of such additional testing.
S 710 Samples	The Supplier shall, at its own cost, provide samples of diesel for testing, verification, and quality assurance purposes as and when reasonably required by the Purchaser. Samples may be requested: • prior to initial delivery under the contract; • during routine or periodic quality assurance checks; • where contamination or non-conformance is suspected; • following delivery to verify compliance with applicable specifications; and • as part of any audit, investigation, or regulatory compliance process. All samples shall: • be drawn in accordance with applicable South African National Standards and industry best practice; • be representative of the diesel supplied or intended for supply; • be properly labelled, sealed, and documented to ensure chain of custody integrity; and • be stored and transported in a manner that preserves sample integrity. The Purchaser may retain samples for independent laboratory testing and verification. The Supplier shall be entitled to witness sampling where reasonably practicable. Where sample testing confirms non-conformance with contractual, statutory, or specification requirements, the Supplier shall bear all costs associated with testing, replacement of diesel, and any corrective actions required.

	Failure or refusal by the Supplier to provide required samples shall constitute a material breach of contract.
S 715 Management of tests & inspections and provision of samples	The Supplier shall cooperate fully with the Purchaser in the planning, execution, and management of all tests, inspections, and sampling activities undertaken in terms of this contract.

S 800 Management of the work

S 805 Contract team – Others	The *Supplier* and the *Supply Manager* use the requirements of the early warning processes described in core clause 15, to <u>in addition</u> manage the progress of the work inclusive of
	
	• reviewing the progress of the *Supplier* in achieving the objectives of the contract,
	• allowing the *Supplier* to demonstrate from the current Accepted Programme its progress and planned activities for the coming 4 weeks,
	• acting as a combined management team by discussing reviewing and making decisions required in terms of the contract, and in doing so
	    o cultivate a spirit of co-operation and mutual trust for the benefit of both Parties and all who attend and
	    o attending to any other issues considered relevant by either Party and the *Supply Manager*.
	
	Early warning meetings may be convened at either Party's premises on an alternating basis as agreed between the *Supplier* and the *Supply Manager*
	
	The *Supply Manager* chairs the meeting and prepares the Minutes which are distributed to the *Supply Manager* and the *Supplier* within 5 days of the meeting.
	
	Informal reviews or meetings may be held at the premises of either Party throughout the duration of the contract on a non-interference basis. These informal reviews require no additional preparation and are intended to support communication between the *Supply Manager* and the *Supplier*.
	
	All attendees at early warning meetings and any other meeting carry their own expenses incurred in connection with such attendance.

S810 Communication system **SC 13.2**	The Parties shall use a formal communication system for all contract-related instructions, notifications, approvals, and other contractual matters. All communications shall be: • in writing, unless otherwise agreed; • issued through the designated communication channels agreed between the Parties; and • recorded and retained for audit, compliance, and contractual purposes.
S 815 Management procedures	The Parties shall manage the contract in accordance with the procedures set out in this contract and the NEC4 framework, ensuring compliance with applicable legislation, procurement prescripts, and governance requirements.
S 820 *Supplier*'s application for payment	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:

SC 50.2	• 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 900 Working with the *Purchaser* and Others

S 905 Co-operation **SC 60.1(5)**	The Parties shall co-operate with each other in the performance of the contract and shall act in a manner that enables the efficient, timely, and compliant delivery of diesel under this contract.
S 915 Co-ordination **SC 60.1(5)**	The Parties shall co-ordinate all activities relating to the supply and delivery of diesel to ensure efficient, safe, and uninterrupted performance of the contract.

S 1000 Services and other things to be provided.

S 1005 Services and other things provided by the *Supplier* for the use by the *Purchaser*, *Supply Manager*, or Others **SC 23.2**	
S 1010 Services and other things to be provided by the *Purchaser.* **SC 23.2**	

S 1100 Health and safety

S 1105 Health and safety requirements **SC 25.4**	(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 1110 Method statements	
S 1115 Statutory requirements	
S 1120 Inspections	
S 1125 Deleterious and hazardous materials	

S 1200 Subcontracting

S 1205 Restrictions or requirements for subcontracting	As part of the contract requirements, the Supplier shall subcontract a portion of the contract to an emerging enterprise(s), as committed in the tender submission and agreed with the Purchaser.

S 1300 Title

S 1305 Marking **SC4 71.1**	Not Applicable