



Reg. No. 2022/469069/30
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TENDER NOTICE - EOI INVITATION:

LEASE OF TANK STORAGE CAPACITY – MONTAGUE GARDENS FUEL TERMINAL, CAPE TOWN

Throughput (Take-or-Pay) Agreement – 12 Months with Performance-Based Extension

South African National Petroleum Company SOC Ltd ("SANPC") invites financially and operationally capable petroleum traders, wholesalers, oil companies and licensed fuel marketers to submit bids for throughput capacity at the Montague Gardens Fuel Terminal.

⚠ This facility is offered strictly on a **Throughput (Take-or-Pay)** basis.

⚠ This is **not** a storage rental agreement.

This tender is issued in accordance with SANPC governance frameworks, PFMA principles and National Treasury Regulations. Bidders must meet the mandatory financial, operational and compliance requirements set out in the tender document.

Issue Date: 12 February

Closing Date: 20 February at 16h00 (South African Time)

Submission Email: supplierregistration@sa-npc.co.za

SANPC will revert to the market on **27 February** to communicate the outcome to final bidders. Where necessary, SANPC may engage individually with bidders between the closing date and finalisation for clarification purposes.

Interested parties are requested to review the full tender document and annexures prior to submission.

Issued by:

South African National Petroleum Company SOC Ltd (SANPC)

DIRECTORS: Mr. Sipho Mkhize (**Chairperson**), Mr. Godfrey Moagi (**CEO**), Ms. Nosizwe Nokwe-Macamo, Mr. Phumzile E Kedama, Dr. Nompumelelo P Siswana, Mr. Samuel Moleko, Ms. Makgolo Makololo, Ms. Phumeza Dhlamini, Mr. Andrew Mashifane, Ms. Vinolia Maepa (**Company Secretary**)

TENDER DOCUMENT

LEASE OF TANK STORAGE CAPACITY – MONTAGUE GARDENS FUEL TERMINAL, CAPE TOWN

Throughput (Take-or-Pay) Agreement – 12 Months with Performance-Based Extension.

1. INVITATION TO BID

South African National Petroleum Company SOC Ltd ("SANPC") hereby invites **financially and operationally capable petroleum traders, wholesalers, oil companies and licensed fuel marketers** to submit bids for throughput capacity at the Montague Gardens Terminal, Cape Town.

This tender is issued in accordance with SANPC governance frameworks, PFMA principles and National Treasury Regulations.

⚠ This facility is offered strictly on a **Throughput (Take-or-Pay) basis**.

⚠ This is **not a storage rental agreement**.

2. FACILITY OVERVIEW

- Location: 32 Montague Drive, Montague Gardens, Cape Town
- Products: Petrol (10 million litres) and Diesel (20 million litres)
- Operating Rules: BP / Astron Terminal Operating Procedures (back-to-back)
- Agreement Term: 12 months
- Extension: Performance-based at SANPC sole discretion.

3. NON-NEGOTIABLE COMMERCIAL CONDITIONS

Failure to accept and fulfil any of the below **prerequisites** will result in **automatic disqualification**.

The bidder must accept:

1. Upfront pre- payment prior to commencement.
2. A **minimum three (3) month cash deposit** equal to throughput/capacity charges.
3. Monthly prepaid throughput charges.
4. Take-or-Pay commitment irrespective of utilisation.
5. Full compliance with BP/Astron terminal operating rules.

4. MANDATORY EXCLUSION CRITERIA (GATE 1 – RESPONSIVENESS)

Bids will **not be evaluated** if any document below is missing.

REQUIREMENT	PROOF REQUIRED
PROOF OF FUNDS FOR UPFRONT PAYMENT + 3-MONTH DEPOSIT	Bank letter (≤7 days old)
AUDITED FINANCIAL STATEMENTS (LAST 2 YEARS)	Signed AFS
MINIMUM ANNUAL TURNOVER OF R200 MILLION IN FUEL TRADING	Reflected in AFS
LIST OF CUSTOMERS	Letters from Customers
PROOF OF REFINERY / IMPORTER SUPPLY SOURCE	Agreement / letter
SIGNED ACCEPTANCE OF BP/ASTRON RULES	Annexure B
KYC & UBO DISCLOSURE	Annexure C
SARS TAX PIN	Valid
COMPANY PROFILE & TRADING HISTORY	Mandatory
HISTORICAL TANK THROUGHPUT	Contract

If any of the above requirements are not met → **Bid will be deemed non-responsive.**

5. FINANCIAL SECURITY (GATE 2)

SANPC reserves the right to require, prior to award:

- Bank Guarantee; or
- Cash collateral; or
- Letter of Credit; or
- Parent Company Guarantee.

Failure to provide the required financial security will result → disqualification.

6. OPERATIONAL CAPABILITY

Bidders must demonstrate ability to:

- Move minimum **5 million litres per month**
- Inject and withdraw product at terminals
- Operate within terminal scheduling rules
- Comply with fuel specifications and safety legislation
- Willingness to sell agreed volumes to SANPC to support B-BBEE participation.

7. EVALUATION CRITERIA (ONLY BIDDERS PASSING GATE 1 & 2)

Criteria	Weight
Commercial value / tariff	40%
Upfront payment strength	40 %
Operational capability	20%

SANPC will only negotiate with prospective customer with minimum score of 70

7a: Scoring Criteria

1) Commercial Value / Tariff Scoring (Maximum 40%)

2) Tariff Offered as % of NERSA Benchmark	Score Awarded
60% or below	10%
> 60% – 70%	20%
> 70% – 80%	30%
> 80% – 100%	40%

The closer the tariff offered is to the NERSA-approved benchmark, the higher the commercial score.

2) Financial Security (Maximum 40%)

Financial Security Offered	Score Awarded
3 months rental deposit only (minimum requirement)	10%
3 months deposit + upfront 1 month prepayment	20%
3 months deposit + upfront 3 months prepayment	30%
3 months deposit + upfront 6 months (or more) prepayment / bank guarantee	40%

3) Operational Capability (Maximum 20%)

Operational Track Record & Capability	Score Awarded	Evidence Required
Limited or no proven throughput/storage operational history	10%	N/A or minimal references
Some experience with fuel handling / logistics / compliance	15%	Signed contract(s) showing operational engagement; proof of managing smaller volumes
Proven experience operating fuel storage/throughput facilities	20%	1) Signed contract for throughput/storage operations 2) Proof of having moved ≥ 60 million litres in storage

8. PERFORMANCE REVIEW

A formal performance review will be conducted in Month 6 assessing:

- Actual Volumes moved vs commitment on quarterly basis
- Payment performance
- Operational compliance

SANPC reserves the right to terminate the contract for under-performance on month 6 .

9. LEGAL & GOVERNANCE POSITION

SANPC may:

- Negotiate with preferred bidders
- Allocate capacity to multiple bidders
- Cancel or amend the tender
- Reject any bid
- Proceed to direct negotiations

10. SUBMISSION REQUIREMENTS

Bidders must submit:

1. Annexure A – Acceptance of Commercial Terms
2. Annexure B – BP/Astron Operating Rules Undertaking
3. Annexure C – KYC & UBO Declaration
4. Annexure D – Commercial Offer
5. All Gate 1 documents

11. TIMELINES (5 DAYS)

Activity	Date
Publication	Day 1
Clarifications	Day 2–3
Closing	Day 5

Late submissions will not be accepted.

ANNEXURES

◆ ANNEXURE A — ACCEPTANCE OF NON-NEGOTIABLE TERMS

We, _____ (Bidder), hereby confirm and accept:

- Upfront pre-payment requirement
- 3-month cash deposit
- Prepaid monthly throughput
- Take-or-Pay structure
- Obligation to sell volumes to SANPC if required
- BP/Astron operating rules

Signed: _____ Date: _____

◆ ANNEXURE B — BP / ASTRON OPERATING RULES UNDERTAKING

We confirm we understand that this facility is operated under BP/Astron terminal rules and we undertake to comply fully.

Signed: _____

◆ ANNEXURE C — KYC & UBO DECLARATION

Provide:

- Shareholding structure
- Ultimate Beneficial Owners (>10%)
- Directors
- Sanctions declaration
- AML declaration

Signed: _____

◆ ANNEXURE D — COMMERCIAL OFFER

Item	Bidder Offer
Required capacity (Petrol/Diesel)	
Monthly volume commitment	
Tariff offered (ZAR/litre or ZAR/month)	
Upfront payment available	
Deposit available	

◆ **ANNEXURE E — BANK LETTER TEMPLATE (Bidder must give to bank)**

To SANPC

We confirm that [Bidder] holds immediately available funds of not less than R_____ to meet upfront payment and deposit requirements for the Montague Gardens Throughput Tender.

This letter is issued at the request of our client for tender purposes.

Bank Stamp & Signature

◆ **ANNEXURE F — PROOF OF CUSTOMERS**

List top 5 customers lifting fuel from terminals.

◆ **ANNEXURE G — PROOF OF PRODUCT SOURCE**

Provide refinery / importer relationship.
