



NEC4 Term Service Short Contract (TSSC4)

Between	South African Forestry Company SOC Ltd (SAFCOL)	
	Reg No. 1992/005427/30	(the <i>Client</i>)
and	(Company name) _____	
	Reg No. _____	(the <i>Contractor</i>)
for	the provisioning of an audit management software “audit tool” for internal audit.	
		(the <i>service</i>)

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Contract No.	RFB017/2026
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Part C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Appointment of a service provider for the provisioning of an audit management software "audit tool" for internal audit.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the 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.

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

Signature			
Name			
Capacity			
For the tenderer:			
Name & signature of witness		Date	

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

Part 2 Pricing Data

Part 3 Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one (1) week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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

Signature			
Name			
Capacity			
for the Client	SAFCOL Die Anker Building 1279 Mike Crawford Road Centurion 0157		
Name & signature of witness		Date	

C1.2 Contract Data

Data provided by the *Client*

10.1	The <i>Client</i> is		
	Name	South African Forestry Company SOC Ltd (SAFCOL)	
	Address for communications	Die Anker Building 1279 Mike Crawford Road Centurion 0157	
	Address for electronic communications		
11.2(10)	The <i>service</i> is	Provisioning of an audit management software “audit tool” for internal audit.	
11.2(11)	The Scope is in	Part C3 Scope of Work.	
30.1	The <i>starting date</i> is.	The date of the last signing party	
30.1	The <i>service period</i> is.	Twenty-four (24)	months
13.2	The <i>period for reply</i> is	Two (2)	weeks
51.2	The interest on late payment is	South African Reserve Bank (SARB) rate of 7.00% per annum	% per complete week of delay
52.1	Are the rates and Prices in the contract adjusted for inflation?	No	
52.2	If yes, the index is		provided by
82.4	For any one event, the liability of the <i>Service Provider</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	Professional Indemnity Limit of R 15,000,000.00	
83.1	The <i>Client</i> provides this insurance	Data Protection Investigations limit of R 25 000 000 Data Protection Fines limit of R 25 000 000 Cyber/Privacy Extortion limit of R 25 000 000	

93.1	The <i>Adjudicator</i> is	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of NEC Adjudicators by the Party intending to refer a dispute to the <i>Adjudicator</i> . (see www.ice-sa.org.za)		
	Address for communications	SAICE House, Thornhill Office Park, Bekker Road, Vorna Valley, Midrand, 1685, South Africa		
	Address for electronic communications	communication@ice-sa.org.za		
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body		
93.4	The <i>tribunal</i> is:	Arbitration.		
	The <i>arbitration procedure</i> 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	<table><tr><td>Gauteng</td><td>South Africa</td></tr></table>	Gauteng	South Africa
Gauteng	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.		

The conditions of contract are the NEC4 Term Service Short Contract June 2017 (with amendments October 2020) and the following additional conditions:

1	Service Availability
1.1	A minimum system availability, or uptime, of 99.5% per calendar month, excluding scheduled maintenance.
1.2	Scheduled maintenance is performed outside normal business hours, unless otherwise agreed in writing.
1.3	Prior notice of scheduled maintenance is provided at least five (5) business days in advance.
1.4	Emergency maintenance is communicated to SAFCOL as soon as reasonably practicable.
2	Technical Support
2.1	Helpdesk support during normal business hours and remote technical support.
2.2	A dedicated account manager or support contact.

Data provided by the Contractor (the Contractor’s Offer)

11.2(6)	The Contractor is	
	Name	
	Address for communications	
	Address for electronic communications	

11.2(9)	The Price List is in	Part C2 of this contract.
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11.2(9)	The offered total of the Prices for part of the service in Part 1 of the Price List is:	R _____
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Part C2 Pricing Data

C2.2 Price List

The Price List is in two parts. Part 1 is for work described in the Scope not requiring the *Client* to issue a Task Order. Part 2 is for work to be carried out on a Task-by-Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Client* or the tendering contractor. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Client* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tendering contractor then enters a rate for each item and multiplies it by the expected quantity to produce the Price to be entered in the final column.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters a rate for each item and multiplies it by the expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the expected quantity column.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Client* in Tender Data or in an instruction the *Client* has given before the tenderer enters his Prices.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

The method and rules used to compile the Price List are

Part C3: Scope of Work

C3.1 Scope provided by the *Client*.

S 100 Description of the *service*

S 101 <i>Service objectives</i>	The software is intended to improve implementation of Internal Audit and Forensic Investigation Methodologies. Furthermore, we envisage that the software/ tool will perform basic Data Analytics and integrate with Artificial Intelligence to enhance the efficiency of audit and investigation capacity. The software will serve as an audit management tool for audit projects. It will also serve as a case management tool for forensic investigations. It should therefore assist in enhancing the existing security controls over confidential information and improve easy access and retrieval of archived internal audit and investigation files. Expected benefits are: The tool is expected to provide: • End-to-end audit lifecycle support; • Ease of managing documentation, evidence & issues management • Built-in data analytics or ability to integrate external analytics tools.
S 102 Description of the <i>service</i>	1. Methodology and Frameworks The audit software should be configured to conform to general Forensic, ICT Audit and Internal Audit Methodologies which are aligned to Global Auditing Standards, Governance Practices and related frameworks. 2. Software Functionality The software should be able to carry out all the phases of audit process, including forensic audits. The solution should support secure offline working capability for authorized users who are required to work outside the SAFCOL network, with the ability to synchronize updates once connectivity is restored. During the demonstration stage, bidders must demonstrate whether and how offline functionality is supported. It should provide the following capabilities: 2.1. Planning • Ability to import, create, maintain, and monitor audit plans in the software. • Generate process flows. • Generate engagement letters/audit planning documentation and relevant planning documentation. • Generate Request for Information and Audit Notification. • Facilitate a risk-based audit approach, in line with the Risk Management requirements in paragraph 3.2.4. • Enable efficient and effective project management of the planning phase i.e., in line with requirements outlined for Project Management and Monitoring requirements.

2.2. Project Execution

- Generate replicas or providing capability to work outside of the SAFCOL network.
- Generate audit working papers as per the Internal Audit Methodology.
- Generate forensic working papers as per Forensic Audit Methodology.
- Source, save and retrieve audit evidence.
- Hyperlinking to multiple sources of information, and saving the hyperlinks.
- Manage or to limit access to audit files and stored information only to authorized internal auditors and managers, including restricted access to forensic files and the related information for management and monitoring purposes.
- Enable efficient and effective project management of the execution phase i.e., in line with requirements outlined for Project Management and Monitoring requirements in paragraph 3.2.5.

2.3. Reporting and Follow-up

- Generate internal audit reports as per Internal Audit Methodology.
- Generate forensic reports as per Forensic Audit Methodology.
- Create a database of all the findings and categorize them as per period, business department, location and value of the risk if applicable.
- Identify and flag recurring and new audit findings.
- Functionality for organizational management to provide their management comments, action plans and timelines electronically.
- Generate follow-up reminders to management to respond and provide evidence for findings raised.
- Generate client satisfaction surveys with deadlines.
- Enable efficient and effective project management of the reporting phase i.e., in line with requirements outlined under Project Management and Monitoring in paragraph 3.2.5.

2.4. Risk Management

- Ability to create and/or import risk registers on MS programs format.
- Ability to analyze the risks before and post audit in terms of impact, likelihood, and current control effectiveness.
- Ability to map risks to controls and audit procedures.
- Ability to generate Risk and Control Matrix with the outcome of risk assessments after considering control effectiveness.

2.5. Project Management and Monitoring

- Create automated project plans, Gantt charts during project planning.
- Facilitate resource planning and work allocations, project and monitoring individual project hours through timesheets.
- Outline and monitor project hours, define tasks, task timeframes, interdependent tasks, deliverables, and the ability to generate alerts when dates of deliverables are about to be reached or have been passed.
- Inform internal auditors and management when they have tasks on the system and when their tasks' due dates have passed.
- Provide dashboards on the status of audit working papers i.e., whether in progress, complete or signed-off.
- Generate a statement of internal controls for the relevant financial year based on the audit outcomes.

- Retain an audit trail of reviews of the various sections of the file (Planning to Reporting).

2.6. Data Analytics, Artificial and Business Intelligence

- Provide built-in data analytics or ability to integrate external analytics tools.
- Enable AI and predictive analytics for real-time insights that allows for creativity, summarization, translation, and ideation and/or any other functionality such as chatbots, copilots, classification, forecasting, agentic automations, etc.).
- Enable visualisation, provision of dashboards for ease of monitoring and reporting.
- Provide dashboards and analytical overview on key activities, for reporting purposes i.e. progress against plan, “open/in progress/closed” findings, audit conclusions, risk assessments, etc.

2.7. Access to the Software

- Access to the system must be customised according to SAFCOL Security Policy and authentication standards.
- Strict security controls must be put on projects files as they are of a confidential nature.
- Audit trail functionality to log/record system activities as defined by Internal Audit department.

2.8. Software Functionality

The software should be able to operate on SAFCOL IT network, i.e.:

- The software must support both 32-bit and 64-bit operating system.
- The software must be 100% compatible with Microsoft Active Directory, DHCP and DNS.
- The audit software (system) must operate on cloud architecture.
- The software must be “Fat/thick” client (install software on PC).
- The solution must also support offline operation, i.e., ability to use the software whilst not connected to the network. Once connected to the network the “Fat/thick” client should immediately update the work that has been done off-line.
- The client software must support windows 10 and Windows 11 for laptops.
- The solution must support remote access (offsite) via Virtual Private Network (VPN) platform.

2.9. Implementation of the audit software

- Service provider must provide an “off-the-shelf” auditing software tool. SAFCOL will require user licenses for at least ten (x10 users).
- Bidders have the option to provide a “hosted” or “Subscription-based” solution on Cloud that meets the specified requirements.
- The bidder may propose either a cloud-based, hosted, subscription-based, or on-premises solution, provided that the proposed solution meets SAFCOL’s minimum requirements relating to security, authentication, compatibility, integration, performance, remote access, and offline capability where applicable.
- Where offline capability is offered, the bidder must demonstrate how work performed offline will securely synchronise with the main environment once connectivity is restored.

The proposed solution must be compatible with SAFCOL’s ICT environment and security requirements, including integration with identity and access management controls where required.

S 103 Drawings	Not applicable
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S300 Constraints on how the *Contractor* Provides the Service.

S 301 General constraints	Not applicable
S 302 Confidentiality	Resources must maintain highest level of confidentiality with regards to information they will access.
S 303 Security and identification of people	The service provider shall ensure that all personnel accessing SAFCOL’s premises comply with SAFCOL’s security and identification protocols. This includes: • Always carrying valid identification while on site; • Undergoing site induction where required; • Adhering to access control procedures, including signing in/out; SAFCOL reserves the right to deny entry or remove any individual who does not comply with these requirements.
S 304 Protection of the work on the property affected by the <i>service</i>	Not applicable
S 305 Consideration of others	Not applicable
S 306 Industrial relations.	The service provider is responsible for managing all industrial relations matters related to its employees engaged in the execution of this contract. The service provider 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; • Ensure that no unlawful industrial action, work stoppage, or protest interferes with the execution of the contract; • Promptly notify the Client of any potential or actual labour disputes that may affect the delivery of services or performance under the contract; • Take proactive measures to resolve disputes and maintain labour peace to avoid disruption to services.
S 307 Control of works	Not applicable
S 309 Contract team - others	The <i>Service Provider</i> and the <i>Service Manager</i> use the requirements of the early warning processes described in core clause 15, in addition to manage the progress of the service inclusive of • reviewing the progress of the <i>Service Provider</i> in achieving the objectives of the project; • acting as a combined management team by discussing reviewing and making decisions required in terms of the contract, and in doing so cultivating a spirit of co-operation and mutual trust for the benefit of both Parties and all who attend; and

	• attending to any other issues considered relevant by either Party and the <i>Service Manager</i>. Early warning meetings may be convened at either Party’s premises on an alternating basis or virtually as agreed between the <i>Service Provider</i> and the <i>Service Manager</i>. The <i>Service Manager</i> chairs the meeting and prepares the Minutes inclusive of updated early warning register which are then distributed to the <i>Service Manager</i> and the <i>Service Provider</i> 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 <i>Service Manager</i> and the <i>Service Provider</i>. All attendees at early warning meetings and any other meeting carry their own expenses incurred in connection with such attendance.
S 310 Communication system	No special communication systems are required for this contract.
S 311 Management procedures	All communications need to be compatible with Microsoft Office applications.
S 312 Contractor’s application for payment	The service provider applies for payment with a tax invoice addressed to the South African Forestry Company Limited (SAFCOL), which must at least include the following information on each tax invoice: • Name and address of the service provider; • The official Purchase Order or Contract Number and title; • Tax Invoice Number; • Service provider’s VAT registration number (if applicable); • The Client’s VAT registration number, which is 4830136596; • The invoiced amount - excluding VAT, the VAT and including VAT.
S 313 Co-ordination	The service provider manages own resources and its interface with Others.
S 314 Co-operation	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 services under this contract.
S 315 Authorities and utilities providers	Not applicable
S 316 Health and safety requirements	(i) 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 <i>Service Provider</i> must meet all relevant health and safety instructions as given to them when accessing SAFCOL premises, where relevant.
S 317 Method statements	Not applicable
S 318 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.
S 319 Inspections	Not applicable

TSSC 60.1(5)	
S 320 Quality management system	Not applicable
S 321 Training	The Service Provider shall provide: • Initial administrator training. • End-user training for managers and employees. • Refresher training, as required. • User manuals and online training resources.
S 322 Security	The Service Provider shall: • Maintain appropriate information security controls. • Encrypt data both in transit and at rest. • Implement multi-factor authentication where applicable. • Comply with the Protection of Personal Information Act (POPIA). • Maintain comprehensive audit trails for all user activity. • Data Breach Notification In the event of an actual or suspected security incident involving customer data, the customer will be notified within 48 hours of the service provider becoming aware of the incident. The notification and subsequent incident-management process will be handled in accordance with the Protection of Personal Information Act, 2013 (POPIA), including the provision of available information regarding the nature, extent and potential impact of the incident.
S 323 Records of Defined Cost	Where applicable, original receipts are to be provided with claims for reimbursement and attached to the Tax Invoice.

S 400 Requirements for the *Contractor's* plan

S 401 Plan TSSC4 31.1	Not applicable
S 402 Information to be shown on the plan. TSSC4 31.1	Not applicable
S 403 Submitting the plan TSSC4 31.1	Not applicable

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

S 501 Things to be provided by the <i>Client</i> . TSSC4 16.2 TSSC4 60.1(5)	Data migration from legacy systems.
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