

NEC4 Term Service Contract (TSC4)

Between	Komatiland Forests SOC Limited (KLF)	
	Reg No. 2000/023152/30	(the <i>Client</i>)
and	[Insert <i>Contractor's</i> registered name at award stage]	
	Reg No. ____	(the <i>Contractor</i>)
for	APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE WATER QUALITY MANAGEMENT	
	FOR A PERIOD OF 36 MONTHS	(the <i>service</i>)

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Contract No. RFB008/2026

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:

**APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE WATER QUALITY
MANAGEMENT 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 Tender¹.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Option A	The offered total of the Prices exclusive of VAT is	R _____
	Value Added Tax @ 15% is	R _____
	The offered total of the Prices inclusive of VAT is	R _____
	(in words) _____	

This Offer may be accepted by the Client by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
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>

Acceptance

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the tenderer's Offer. In consideration thereof, the Client shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Client and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Affected Property

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Client's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)		
Name(s)		
Capacity		
for the Client	South African Forestry Company SOC Limited, Pretoria Office, Die Anker Building, 1279 Mike Crawford Road, Centurion 0157	
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 *Client* prior to contract award.

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Client* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it. Insert particulars in place of this symbol and delete rows not required.

No.	Subject	Details
1		
2		

By the duly authorised representatives signing this Schedule of Deviations below, the Client and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Client during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	For the <i>Client</i>
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	South African Forestry Company SOC Limited, Pretoria Office, Die Anker Building, 1279 Mike Crawford Road, Centurion 0157
Name & signature of witness		
Date		

C1.2 TSC4 Contract Data

Part one - Data provided by the *Client*

1 General												
11.1	The <i>conditions of contract</i> are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Term Service Contract, June 2017 (with amendments January 2019). <table border="1"> <tr> <td>Main Option</td> <td>A – Priced contract with price list</td> </tr> <tr> <td>Option for resolving and avoiding disputes</td> <td>W1</td> </tr> <tr> <td rowspan="6">Secondary Options</td> <td>X2 – Changes in Law</td> </tr> <tr> <td>X17 – Low service damages</td> </tr> <tr> <td>X18 – Limitation of liability</td> </tr> <tr> <td>X19 – Termination by either party</td> </tr> <tr> <td>X23 – Extending the service period</td> </tr> <tr> <td>Z – Additional conditions of contract</td> </tr> </table>	Main Option	A – Priced contract with price list	Option for resolving and avoiding disputes	W1	Secondary Options	X2 – Changes in Law	X17 – Low service damages	X18 – Limitation of liability	X19 – Termination by either party	X23 – Extending the service period	Z – Additional conditions of contract
Main Option	A – Priced contract with price list											
Option for resolving and avoiding disputes	W1											
Secondary Options	X2 – Changes in Law											
	X17 – Low service damages											
	X18 – Limitation of liability											
	X19 – Termination by either party											
	X23 – Extending the service period											
	Z – Additional conditions of contract											
11.2(15)	The <i>service is</i> <table border="1"> <tr> <td>Provision of security services at SAFCOL sites.</td> </tr> </table>	Provision of security services at SAFCOL sites.										
Provision of security services at SAFCOL sites.												
10.1	The <i>Client is</i> <table border="1"> <tr> <td>Name</td> <td>Komatiland Forest SOC Limited (KLF)</td> </tr> <tr> <td>Address for communications</td> <td></td> </tr> <tr> <td>Address for electronic communications</td> <td></td> </tr> </table>	Name	Komatiland Forest SOC Limited (KLF)	Address for communications		Address for electronic communications						
Name	Komatiland Forest SOC Limited (KLF)											
Address for communications												
Address for electronic communications												
10.1	The <i>Service Manager is</i> <table border="1"> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Address for communications</td> <td></td> </tr> <tr> <td>Address for electronic communications</td> <td></td> </tr> </table>	Name		Address for communications		Address for electronic communications						
Name												
Address for communications												
Address for electronic communications												
10.1	The Affected Property is <table border="1"> <tr> <td>As per scope of work</td> </tr> </table>	As per scope of work										
As per scope of work												
11.2(16)	The Scope is in <table border="1"> <tr> <td>Part 3: Scope of Work and all documents and drawings to which it refers.</td> </tr> </table>	Part 3: Scope of Work and all documents and drawings to which it refers.										
Part 3: Scope of Work and all documents and drawings to which it refers.												

11.2(18)	The <i>shared services</i> which may be carried out outside the Service Areas are	None
13.1	The <i>language of this contract</i> is	English
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.3	The <i>period for reply</i> is	one (1) week excluding weekends and Public Holidays
15.2	The following matters will be included in the Early Warning Register • Mobilisation delays. • Insufficient security personnel. • Timber theft and illegal harvesting. • Equipment and fuel theft. • Failure of CCTV/access control systems. • Community unrest affecting operations. • Wildfires affecting security operations. • PSIRA compliance risks. • Labour disputes and absenteeism. • Delays in site access approvals. • Contractor financial instability. • Major security incidents affecting SAFCOL assets.	
15.2	Early warning meetings are to be held at intervals no longer than	no longer than four (4) weeks

2. The Contractor's main responsibilities

If Option C or E is used

20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	Not applicable
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If neither of the above two main options apply

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

3 Time

31.2	The <i>starting date</i> is	TBC
30.1	The <i>service period</i> is:	36 months

4 Quality management

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

Not applicable

5 Payment

51.1 The *currency of the contract* is the

South African Rand

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

51.2 The period within which payments are made is

30 days from date of invoice

6 Compensation events

Compensation events are as defined in Clause 60 of the NEC4 Term Service Contract and shall be managed, assessed, and implemented in accordance with Clauses 61 to 66.

7 Title

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

8 Liabilities and insurance

If there are additional *Client's* liabilities

80.1 These are additional *Client's* liabilities

- Changes in site coverage requirements (e.g. new plantations)
- Instruction changes due to operational restructuring

83.3 Insurance Table row 3

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

whatever the *Contractor* deems necessary in addition to that provided by the *Client*.

83.3 Insurance Table row 4

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

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

9 Termination

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

Resolving and avoiding disputes

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

The *tribunal* is

arbitration

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

The *arbitration procedure* is

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

The place where arbitration is to be held is

Anywhere in 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 time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

W1.1(1)

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

W1.2

The *Adjudicator* is (Name)

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

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is:

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

—

the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.

X17: Low performance damages

X17.1 The *service level table* is Drinking water compliance $\geq 98\%$

Performance Level	Deduction
$\geq 98\%$	No deduction
95% – 97.99%	1% deduction from monthly service fee
90% – 94.99%	3% deduction from monthly service fee
< 90%	5% deduction from monthly service fee

X18: Limitation of liability

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

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

X18.4 The *Contractor's* liability for Defects due to its design of an item of Equipment is limited to R

X19: Termination by either Party

X18.6 The *minimum period of service* is 36 months after the *starting date*.

The *notice period* is 60 days prior to expiry of contract

X23: Extending the Service Period

The *maximum service period* is 36 months after the *starting date*.

The *periods for extension* are

Order	period for extension (months)	notice date
First		
Second		
Third		
Fourth		

The *criteria for extension* are

(1) In progress of placing a new contract

Z: Additional conditions of contract

The *additional conditions of contract* are

1

Mandatory probation period

Z1.1 Service providers will be placed on a mandatory three (3) month probation period commencing upon award of the contract. The NEC4 Term Service Contract (TSC) agreement will be signed; however, should any of the required conditions not be fully met or implemented, the applicable termination clause will be enforced.

2

Cession delegation and assignment

Z2.1 The Supplier does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Purchaser.

Z2.2 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.

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.

Part 2 – Data provided by the *Contractor*

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

Boxes like this are used to denote where data is inserted

--

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

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

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

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

1 General

10.1	The <i>Contractor</i> is	
	Name	
	Address for communications	
	Address for electronic communications	
11.2(20) &16.3	The <i>service areas</i> are	All Plantations
24.1	The <i>key persons</i> are	
	Name (1)	
	Job	
	Responsibilities	
	Qualifications	
	Experience	
	Name (2)	
	Job	
	Responsibilities	
	Qualifications	
	Experience	

11.2(8) The following matters will be included in the Early Warning Register:

Water quality Chemicals Sample testing
--

2 The Contractor’s main responsibilities

If the Contractor is to provide Scope for its plan

11.2(16) and 21.1 The Scope provided by the Contractor for its plan is in

3 Payment

11.2(21) The price list is in

The tendered total of the Prices excluding VAT is

Resolving and avoiding disputes

W1.1(1) The Senior Representatives of the Contractor are

Name	<table border="1" style="width: 350px; height: 25px;"></table>
Address for communications	<table border="1" style="width: 350px; height: 25px;"></table>
Address for electronic communications	<table border="1" style="width: 350px; height: 25px;"></table>

Name (2)	<table border="1" style="width: 350px; height: 25px;"></table>
Address for communications	<table border="1" style="width: 350px; height: 25px;"></table>
Address for electronic communications	<table border="1" style="width: 350px; height: 25px;"></table>

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

11.2(28) and SSCC 11 The *people rates* are

category of person	unit	rate

Part C2 Pricing Data

C2.1 Pricing assumptions Option A Priced contract with Price List

How work is priced and assessed for payment

Clause 11 in NEC4 Term Service Contract, (TSC4) Option A states:

Identified and defined terms	11	
	11.2	(22) Defined Cost is the cost of the components in the Short Schedule of Cost Components.
		(25) The Price for Service Provided to Date is the total of
		- the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		Completed work is work without notified Defects the correction of which will delay the work of the <i>Contractor</i> , the <i>Client</i> or Others.
		(27) The People Rates are the <i>people rates</i> unless later changed in accordance with the contract.
		(28) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 55.1 in Option A states: "Information in the Price List is not Scope". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Scope. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Scope". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 31.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on the plan and each Task Order programme submitted for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 31.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(25).

Preparing the *price list*

Before preparing the *price list*, both the *Client* and tendering contractors should read the TSC4 Preparing a Term Service Contract User Guide pages 73 and 74. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively the *Client*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that it requires the *Contractor* to include in the *price list* to be prepared and priced by it.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC4 Preparing a Term Service Contract User Guide relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the time of tender, as well as correct any Defects not caused by a *Client's* risk;
- Has priced work it decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is because of a compensation event.

Format of the *price list*

(From the example given in Chapter 5 of the TSC4 Preparing a Term Service Contract User Guide)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Client* or the tendering contractor.

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, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

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.

C2.2: The *price list* Option A

(From the example given in Chapter 5 of the TSC4 Preparing a Term Service Contract User Guide)

[illegible]

The total of the Prices

Part C3 Scope of Work

C3.1: The *Client's* scope

S 100 Description of the *service*

S 105 Client’s objectives	• The provision of the Water Services Act states that in a settlement, water for human consumption must comply with the requirements of SANS 241. • The Act also talks to the quality of the final sewer effluent to be discharged back into the Environment. • SAFCOL by virtue of being a Water Service Provider is expected to treat and purify water supplied and sewerage disposed. Due to the remote location of the plantations, it is not possible to utilise municipal treated water or dispose sewer to the systems of the municipality and it could be very expensive to connect to them as plantations are remotely located. • The deliverables of this proposed service include Provision of a simple chemical dosing mechanism, filtration systems, Supply and topping up of water treatment chemicals, sample and submit water samples to reputable scientific laboratories, analyse laboratory results and implement corrective measures in case there are deviations and submit results to business units and Infrastructure section. • The services shall also include taking samples where we have Packaged Water treatment plants and these equipment’s are managed internally.																																																																
S 110 Description of the service (general only)	Part 1 – Complete set-out, dosing equipment, chemicals, sampling and travelling <table><tr><th>No</th><th>Plantation</th><th>Nearest town</th><th>Distance to Nearest town</th><th>Areas to be serviced</th><th>Type of service</th></tr><tr><td rowspan="3">1</td><td rowspan="3">Belfast</td><td rowspan="3">Belfast</td><td rowspan="3">8km</td><td>Vukuzenzele</td><td>Potable water</td></tr><tr><td>Office Complex</td><td>Potable water</td></tr><tr><td>Pan Complex</td><td>Potable water</td></tr><tr><td rowspan="2">2</td><td rowspan="2">Lakenvlei</td><td rowspan="2">Belfast</td><td rowspan="2">13km</td><td>Lakenvlei lodge</td><td>Potable water</td></tr><tr><td></td><td>Septic Tank</td></tr><tr><td rowspan="3">3</td><td rowspan="3">Berlin</td><td rowspan="3">Nelspruit</td><td rowspan="3">34km</td><td>Berlin Village</td><td>Potable water</td></tr><tr><td>Main village sewer</td><td>Sewer</td></tr><tr><td>Berlin</td><td>Potable water</td></tr><tr><td>4</td><td>Brooklands</td><td>Nelspruit</td><td>40km</td><td>Rosehaugh</td><td>Potable water</td></tr><tr><td rowspan="2">5</td><td rowspan="2">Entabeni</td><td rowspan="2">Machado</td><td rowspan="2">67km</td><td>Goedehoop</td><td>Potable water</td></tr><tr><td>Dilinde</td><td>Potable water</td></tr><tr><td rowspan="3">6</td><td rowspan="3">Jessievale</td><td rowspan="3">Ermelo</td><td rowspan="3">60km</td><td>Emzimhlophe</td><td>Sewer</td></tr><tr><td>Emzimhlophe village</td><td>Potable water</td></tr><tr><td>Redhill</td><td>Potable water</td></tr><tr><td>7</td><td>Blyde/ Morgenzon</td><td>Pilgrims rest</td><td>8km</td><td>Morgenzon</td><td>Potable water</td></tr></table>	No	Plantation	Nearest town	Distance to Nearest town	Areas to be serviced	Type of service	1	Belfast	Belfast	8km	Vukuzenzele	Potable water	Office Complex	Potable water	Pan Complex	Potable water	2	Lakenvlei	Belfast	13km	Lakenvlei lodge	Potable water		Septic Tank	3	Berlin	Nelspruit	34km	Berlin Village	Potable water	Main village sewer	Sewer	Berlin	Potable water	4	Brooklands	Nelspruit	40km	Rosehaugh	Potable water	5	Entabeni	Machado	67km	Goedehoop	Potable water	Dilinde	Potable water	6	Jessievale	Ermelo	60km	Emzimhlophe	Sewer	Emzimhlophe village	Potable water	Redhill	Potable water	7	Blyde/ Morgenzon	Pilgrims rest	8km	Morgenzon	Potable water
No	Plantation	Nearest town	Distance to Nearest town	Areas to be serviced	Type of service																																																												
1	Belfast	Belfast	8km	Vukuzenzele	Potable water																																																												
				Office Complex	Potable water																																																												
				Pan Complex	Potable water																																																												
2	Lakenvlei	Belfast	13km	Lakenvlei lodge	Potable water																																																												
					Septic Tank																																																												
3	Berlin	Nelspruit	34km	Berlin Village	Potable water																																																												
				Main village sewer	Sewer																																																												
				Berlin	Potable water																																																												
4	Brooklands	Nelspruit	40km	Rosehaugh	Potable water																																																												
5	Entabeni	Machado	67km	Goedehoop	Potable water																																																												
				Dilinde	Potable water																																																												
6	Jessievale	Ermelo	60km	Emzimhlophe	Sewer																																																												
				Emzimhlophe village	Potable water																																																												
				Redhill	Potable water																																																												
7	Blyde/ Morgenzon	Pilgrims rest	8km	Morgenzon	Potable water																																																												

				Phelantaba Village	Potable water
				Hiking trail	Potable water
				Security unit	Potable water
8	Nelshoogte	Nelspruit	65km	Nelshoogte Village	Sewer
9	Woodbush	Tzaneen	45km	Lapisa	Potable water
				Office and house	Potable water
				Waterval	Potable water
				Woodbush hut	Potable water
				De Hoek	Potable water
				Dokolewa hut	Potable water
				New Agatha Office and village	Potable water
10	Ngome	Nongoma	45km	Village	Potable water
				Office and houses	Potable water
11	Roburnia	Amsterdam	16km	Blairmore	Potable water
				Roburnia office	Potable water
				PM house	Potable water
12	Witklip	White river	25km	Witklip	Potable water
13	Uitsoek	Nelspruit	55km	Lisbon Complex	Potable water
				Offices and village	Potable water
14	JDM Keet	Tzaneen	15km	Office and Houses	Potable water
15	Twefontein	Sabie	8km	Twefontein Houses	Sewage Plant

PROJECT SPECIFICATIONS FOR PART 2

a) Sample (Raw and treated water), Analyse, Report and Recommend.

- Travel to site
- Take and transport sample according to sampling protocols and submit to laboratory for analysis within sampling time frames.
- Receive test results, provide monthly report with laboratory analysis certificate, determine recommendations and submit to client
- Supply chemicals
- The service provider must also undertake tests for chemical residue and avail results on the same day of sampling at point of use. Advise whether to increase or reduce chemical dosing as determined by residue sampling

	b) All the activities to be done in accordance with SANS 241: edition 6.1 • Refer to Generic Water Act requirements c) Travelling to be grouped ie. Plantations close to one another to be tackled in one trip from base. • The travelling to plantations should be done in groups especially per predetermined radius. Plantations or business units with a distance of less than 100km apart shall be grouped in one trip from base. d) Grab sampling shall be conducted monthly for bacteriological parameters and full analysis shall be conducted quarterly for portable water. For sewer, sampling shall be for full analyses including chemical tests on a monthly basis as per the “wastewater limits”. e) Specific parameters will be done at pre-defined periods • Ad hoc bases as and when required. • An additional test may be required where a non-conformance on any of the parameters is evident to determine if the non-conformance is correct • SAFCOL has a right to send samples to another laboratory as regards quality control f) Reporting will be done to Plantation Managers and to Senior Manager: Property and Infrastructure maintenance • In a user-friendly format • Report to include risks associated with the parameters eg Operational risk aesthetic risk, chronic health risk, acute health risk etc • Non-conformance to parameters to be highlighted. • Recommendations / guidance to resolve the non-conformance. • Trend graphs to be included. Reports to be contained on the letter head of the accredited laboratory underutilization
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S 200 Constraints on how the *Contractor* Provides the Service

S 205 General constraints	Not applicable
S 210 Confidentiality	Not applicable
S 215 Security and protection of the Service Areas	The Supplier shall ensure that all personnel accessing SAFCOL’s premises comply with SAFCOL’s security and identification protocols.
S 220 Security & identification of people	The Supplier 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 225 Protection of Affected Property	Not applicable

S 245 Industrial relations	The Supplier is responsible for managing all industrial relations matters related to its employees 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; • 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. The Client 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 250 Control of works	Not applicable
S 255 Cleanliness	The supplier shall ensure that the vehicles and personnel always maintain highest level of hygiene.
S 260 Waste materials	Disposal of waste materials shall be in line with the applicable by-laws of the local authority
S 270 BBB-EE requirements	As per tender requirements
S275 Use of local labour	The tender must as far as possible, source local labour from surrounding communities.

S 800 Management of the *service*

S 805 Contract team – Others	The <i>Contractor</i> and the <i>Service Manager</i> use the requirements of the early warning processes described in core clause 15, to <u>in addition</u> manage the progress of the <i>service</i> inclusive of • reviewing the progress of the <i>Contractor</i> in achieving the objectives of the contract, • allowing the <i>Contractor</i> to demonstrate from the current Accepted Plan 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 • cultivate 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 as agreed between the <i>Contractor</i> and the <i>Service Manager</i>. The <i>Service Manager</i> chairs the meeting and prepares the Minutes which are distributed to the <i>Client</i> and the <i>Contractor</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
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	additional preparation and are intended to support communication between the <i>Service Manager</i> and the <i>Contractor</i>. All attendees at early warning meetings and any other meeting carry their own expenses incurred in connection with such attendance.
S810 Communication system TSC 13.2	All communications required under this contract shall be in writing and shall be communicated by electronic mail to the addresses stated in the Contract Data, unless otherwise instructed by the Service Manager. Communications relating to Early Warnings, Compensation Events, instructions, submissions, payment applications, reports, incidents, and contractual notices shall be submitted electronically and shall be deemed to have been communicated when received by the intended recipient.
S 815 Management procedures	The Contractor shall establish and maintain management procedures to ensure the effective delivery of the service throughout the contract period. The Contractor shall: 1. <u>Contract Management</u> • Appoint a Contract Manager who shall be the primary point of contact with the Service Manager. • Ensure that suitably qualified supervisory personnel are available at all times to manage and monitor service delivery. 2. <u>Meetings</u> • Attend all meetings called by the Service Manager, including: ○ Contract commencement meetings; ○ Early Warning meetings; ○ Performance review meetings; ○ Ad hoc meetings as required. • Prepare and submit meeting agendas and minutes where requested by the Service Manager. 3. <u>Reporting</u> • Submit monthly service reports containing, as a minimum: ○ Report to include risks associated with the parameters eg Operational risk aesthetic risk, chronic health risk, acute health risk etc ○ Non-conformance to parameters to be highlighted. ○ Recommendations / guidance to resolve the non-conformance. ○ Trend graphs to be included 4. <u>Early Warning and Risk Management</u> • Comply with the requirements of Clause 15 (Early Warning). • Maintain and update the Early Warning Register and implement agreed risk mitigation measures. 5. <u>Quality Management</u> • Implement quality control measures to ensure compliance with the Scope. • Conduct regular inspections and audits. • Address non-conformances and implement corrective actions promptly. 6. <u>Continuous Improvement</u> • Identify opportunities to improve service delivery and operational efficiency. • Submit recommendations to the Service Manager where appropriate.

S 820 <i>Contractor's</i> application for payment TSC 50.2	The Contractor applies for payment with a tax invoice addressed to the Komatiland Forest SOC Limited (KLF) which must at least include the following information on each tax invoice: • Name and address of the Contractor; • The official Purchase Order or Contract Number; • Tax Invoice Number; • The Contractor'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.
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S 900 Working with the *Client* and Others

S 905 Sharing the Affected Property with the <i>Client</i> and Others TSC 23.1 TSC 60.1(6)	The Contractor acknowledges that the Affected Property will remain operational throughout the Service Period and will be shared with the Client and Others. The following parties may occupy, access, use or undertake activities on the Affected Property: • SAFCOL employees and representatives. • Contractors and subcontractors appointed directly by the Client. • Forestry operations personnel. • Fire management and firefighting teams. • Maintenance contractors. • Visitors authorised by the Client. • Government officials and regulatory authorities. • Emergency services personnel. The Contractor shall plan and execute the service to accommodate the activities of the Client and Others and shall cooperate with all parties occupying or working on the Affected Property. The Client provides the following assumptions for the purposes of Clause 60.1(6): • Access routes to service sites and operational areas will remain available unless otherwise communicated. • The Client and Others will comply with site access control procedures. • Activities undertaken by the Client and Others will not unreasonably prevent the Contractor from providing the service. • The Client will notify the Contractor of planned activities that may materially affect operations.
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S 1000 Services and other things to be provided

S 1005 Services and other things provided by the <i>Contractor</i> for the use by the <i>Client</i>, <i>Service Manager</i> or Others	• Provision of a simple chemical dosing mechanism, • filtration systems, • Supply and topping up of water treatment chemicals, • sample and submitting water samples to reputable scientific laboratories, • analyse laboratory results and
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TSC 23.2	Implement corrective measures on full scope of work section and guidance on how remedies will be implemented where scope is limited to sampling and testing if samples indicate results not according to the said standards and submit results to business units and Infrastructure section.
S 1010 Services and other things to be provided by the <i>Client</i>. TSC 23.2	To be confirmed
S 1015 Equipment provided for the <i>Client's</i> use at the end of the Service Period TSC 71.2 TSC 92.1	To be confirmed
S 1020 Information and other things provided by the <i>Contractor</i> at the end of the Service Period TSC 71.2 TSC 92.1	To be confirmed
S 1025 Statutory requirements	The Water Services Act states that in any settlement, water for human consumption must comply with the requirements of the guideline SANS 241. The Act also regulates the quality of the final sewer effluent to be discharged back into the Environment. Legal requirements require acceptable potable water for human consumption

S 1100 Health and safety

State the health and safety requirements related to managing the *service* which the *Contractor* must follow, in addition to the requirements of law

Refer to section 3.2 for guidance on the inclusion of health and safety information in the Scope.

S 1105 Health and safety requirements TSC 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 Contractor 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.
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	(iii) SAFCOL manages the Contractor 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 Contractor accepts liability for any contraventions of the Act. Each member of the Contractor's team, submit a signed indemnity form prior to entering the Site and keep it in the Contractor's health and safety file where relevant.
S 1115 Statutory requirements	The Contractor shall comply with all applicable legislation, regulations, by-laws, codes of practice, permits, licences and statutory requirements applicable to the provision of security services in the Republic of South Africa, including but not limited to: • The Private Security Industry Regulation Act, 2001 and all regulations issued thereunder. • Registration with the Private Security Industry Regulatory Authority (PSIRA) and maintenance of such registration for the duration of the contract. • The Occupational Health and Safety Act, 1993. • The Compensation for Occupational Injuries and Diseases Act. • The Basic Conditions of Employment Act. • The Labour Relations Act. • The National Minimum Wage Act. • Applicable bargaining council agreements and sectoral determinations. • The Firearms Control Act, 2000 (where armed security officers are deployed). • The Protection of Personal Information Act. • Environmental and forestry legislation applicable to SAFCOL sites. • All municipal by-laws and statutory requirements applicable to the service.

S 1200 Subcontracting

S 1205 Restrictions or requirements for subcontracting	The Contractor does not subcontract the following key services without the prior acceptance of the Service Manager: • Water quality monitoring and compliance management. • Potable water sampling and testing services. • Process control of water treatment works. • Laboratory analysis services. • Regulatory compliance reporting.
S 1210 Acceptance procedures TSC4 C, E 11.2(24)	The Contractor submits details of all proposed subcontractors to the Service Manager at least two weeks prior to commencement of the subcontracted service. The submission includes: • Company registration details. • Relevant experience. • Professional registrations. • Accreditation certificates. • Health and Safety documentation. Any subcontractor undertaking water quality monitoring or laboratory services must be accredited by SANAS or an equivalent accreditation body and demonstrates compliance with applicable legislation and standards, including SANS 241.

S 2000 Low performance damages (Option X17)

S 2005 Service level requirements	The following service levels apply for the purposes of Option X17. Failure to achieve the stated performance level constitutes low performance.	
	Performance Level	Deduction
	≥ 98%	No deduction
	95% – 97.99%	1% deduction from monthly service fee
	90% – 94.99%	3% deduction from monthly service fee
	< 90%	5% deduction from monthly service fee

S 2100 Client's service specifications and drawings

S 2105 Client's service specifications	Contents list or documents or both
S 2110 Drawings	Drawings list or drawings or both

Part C4: Affected Property

AP 100 Property owned by the *Client* that is affected by the work of the *Contractor*

AP 105	All Plantations
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AP 200 Property not owned by the *Client* that is affected by the work of the *Contractor*

AP 205	
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AP 300 Property owned by the *Client* that is used by the *Contractor* in providing the Service

S 2005	All machinery utilised for the provision of services
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AP 400 property not owned by the *Client* that is used by the *Contractor* in Providing the Service

AP 205	
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