



NEC4 Term Service Contract (TSC4)

Between **KOMATILAND FORESTS SOC LTD**

Reg No. **2000/023152/30**

(the *Client*)

and

Reg No.

(the *Contractor*)

for **APPOINTMENT OF SERVICE PROVIDER FOR PROVISIONING OF
TERRAIN MAINTENANCE AND GARDENING SERVICES FOR A PERIOD
OF THREE (3) YEARS AT TIMBADOLA SAWMILL**
(the *Service*)

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Contract No.

Prepared By:

APPOINTMENT OF SERVICE PROVIDER FOR PROVISIONING OF TERRAIN MAINTENANCE AND GARDENING SERVICES FOR A PERIOD OF THREE (3) YEARS AT TIMBADOLA SAWMILL

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 SERVICE PROVIDER FOR PROVISIONING OF TERRAIN MAINTENANCE AND GARDENING SERVICES FOR A PERIOD OF THREE (3) YEARS AT TIMBADOLA SAWMILL**

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. 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	
	Value Added Tax @ 15% is	
	The offered total of the Prices inclusive of VAT is ¹	
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)

Date:

Name(s)

Capacity

**For the
tenderer:**

Witness (s)

Signature(s)

Name(s)

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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	Site Information

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

Date:

Name(s)

Capacity

**for the
Client**

Witness

Signature

Name(s)

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C1.2 TSC4 Contract Data

Part one - Data provided by the *Client*

1 General

11.1 The *conditions of contract* 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 and October 2020.

Main Option	Option A (Priced contract with a Price List)
Option for resolving and avoiding disputes	Option W1
Secondary Options	X2 Changes in Law
	X11 Termination by the <i>Client</i>
	X17 Low service damages
	X18 Limitation of liability
	X19 Termination by either party

10.1	The <i>Client</i> is	Komatiland Forest SOC Limited (KLF)
10.1	The <i>Service Manager</i> is	
	Address for communications	
	Telephone Number	
	Cell Number	
	Address for electronic communications	
	The <i>Service Supervisor</i> is	
	Address for communications	
	Telephone Number	
	Cell Number	
	Electronic communications	
11.2(2)	The Affected Property is	
11.2(15)	The <i>service</i> is	PROVISIONING OF TERRAIN MAINTENANCE AND GARDENING SERVICES FOR A PERIOD OF THREE (3) YEARS AT TIMBADOLA SAWMILL

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11.2(16)	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 subject to the jurisdiction of the Courts of South Africa.	
13.2	The <i>period for reply</i> is	7 Days	except that
	The period for reply for	Emergency work	is 24 Hours
15.2	The following matters will be included in the Early Warning Register		
	- OHS Act compliance. - Basic Conditions of employment Act compliance.		
15.2	Early warning meetings are to be held at intervals no longer than	Two weeks	

2 The Contractor’s main responsibilities

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. **[Defined in the Conditions of Contract]**

3 Time

30.1	The <i>starting date</i> is	Two weeks (2) after the <i>Contractor</i> receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance.	
30.1	The <i>service period</i> is:	36 Months	
30.2	The Completion Date for the whole of the <i>service</i> is	36 Months after the <i>starting date</i> .	
31.1	The <i>Contractor</i> is to submit a programme for acceptance together with their tender submission. Upon award, the tender programme will become the accepted programme.		
31.1	The period after the Contract Date within which the <i>Contractor</i> is to submit a first plan for acceptance is	Two weeks (2) after the <i>Contractor</i> receives one fully completed original copy of this contract.	

4 Quality management

40.2	The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	Two weeks (2) after the <i>Contractor</i> receives one fully completed original copy of this contract.
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5 Payment		
51.1	The currency of the contract is the	South African Rand (ZAR)
50.1	The <i>assessment interval</i> is	A month
51.2	The <i>interest rate</i>	is the prime lending rate of the ABSA Bank.
51.2	The period within which payments are made is	30 days after submission of invoices.
6 Compensation events		
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. [Defined in the <i>Conditions of Contract</i>]		
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. [Defined in the <i>Conditions of Contract</i>]		
8 Liabilities and Insurance		
80. <i>Client's</i> Liabilities	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. [Defined in the <i>Conditions of Contract</i>]	
81. <i>Contractor's</i> liabilities	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. [Defined in the <i>Conditions of Contract</i>]	
83.3 Insurance Table row 3	The minimum amount of cover for insurance against loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor</i> Providing the Works for any one event is: whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Client</i>.	
83.3 Insurance Table row 4	The minimum amount of cover for insurance against death of or bodily injury to employees of the <i>Contractor</i> 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 as amended and whatever the <i>Contractor</i> deems desirable in addition.	
9 Termination		
90. Termination	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. [Defined in the <i>Conditions of Contract</i>]	

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Resolving and avoiding disputes

W1.2 The <i>Adjudicator</i>	Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>adjudicator</i> for the Contract. The Parties promptly appoint the selected adjudicator under the NEC4 Dispute Resolution Service Contract, June 2017 (with amendments January 2019). The adjudicator becomes the Adjudicator following the last signature of a party to such contract. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (see www.ice-sa.org.za) or its successor body.
W1.4 The <i>tribunal</i> is	Arbitration - 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 Pretoria, South Africa. - The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> 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.

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W1.1(1) The *Senior Representatives* of the *Client* are:

Name (1)

Address for communications

Email Address

Name (2)

Address for communications

Address for electronic communications

X11: Termination by the *Client*

X11

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. **[Defined in the *Conditions of Contract*]**

X17: Low services damages

X17.1

The *service level table* is

The amounts for low performance damages in respect of the contract local direct employment goal (CLDEG) are:

Amount	Performance level
R _____	Less than 10% lower than the required CLDEG
R _____	Between 10 and 25% lower less than the required CLDEG
R _____	More than 25 % less than the required CLDEG

The penalty for late Completion of the whole of the Services in accordance with the accepted Plan are:

Amount	Performance level
R _____	Per day

The penalty for failure to comply with any legislative requirements stipulated in the contract shall be:

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		<table border="1"> <tr> <th>Amount</th><th>Performance level</th></tr> <tr> <td>R _____</td><td>Per infringement</td></tr> </table>	Amount	Performance level	R _____	Per infringement
Amount	Performance level					
R _____	Per infringement					
X18: Limitation of liability						
X18.2	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to:	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue.				
X18.3	For any one event, the <i>Contractor's</i> liability to the Employer for loss of or damage to the <i>Client's</i> property is limited to	The total of the Prices				
X18.4	The <i>Contractor's</i> total liability to the <i>Client</i> for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices				
X18.5	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.				
X18.6	The <i>end of liability date</i> is	One (1) year after the end of the Service Period.				
X19: Termination by either Party						
X18.6	The <i>minimum period of service</i> is	Twelve (12) Months after the <i>starting date</i> .				
	The <i>notice period</i> is	Two (2) Months				
Z: Additional conditions of contract						
The additional conditions of contract are:						
Z1 Tax invoices	Z1.1 The <i>Contractor's</i> invoice. Invoices submitted by the <i>Contractor</i> to the <i>Client</i> include: - the details stated in the Scope to show how the amount due has been assessed, and - the details required by the <i>Client</i> for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by:					

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Z2 Acts or omissions by mandatories	Z1.2 Each payment is made by the <i>Client</i> within 30 days of receiving the <i>Contractor's</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z3 Contractual obligations to be met prior to the starting date	Z2.1 In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Client</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Contractor</i> and the <i>Contractor</i> contemplated in section 37(2). Z6.1 The following suspensive criteria are to be met prior to the Contractor establishing themselves on site: (1) finalisation of the <i>Contractor's</i> plan. (2) conclusion of employment contracts with local labourers to be employed in the performance of the contract. (3) identification of the individuals who will be the recipients of skills training programmes. (4) conclusion of the subcontract agreements with the Targeted Enterprises to be engaged in the performance of the contract. (5) letter of Good standing from the Compensation Fund and SARS Certificate - showing UIF and COID. (6) Compliance with OHS Standards. (7) Signed Lease Agreement should the contractor be using SAFCOL's houses.
Z4 Cession and assignment	Z4.1 Neither party may cede or assign this agreement or any of its rights and/or obligations hereunder without the prior written consent of the other party first having been had and obtained, which consent will not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>. Z4.2 Notwithstanding the above, the <i>Client</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations.
Z5 Waiver and estoppel	Add to core clause 12.3 Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Representatives or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6 Health, safety and the environment	Z6.1 The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:

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	• accepts that the <i>Client</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the <i>Affected Property</i>; • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the <i>works</i>; and undertakes, in and about the execution of the <i>works</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing. Z6.2 The <i>Contractor</i>, in and about the execution of the <i>service</i>, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z7 Reporting	Z7.1. The Contractor shall attend project progress meetings to be held at the reasonable instance and request of the Client to discuss matters indicated in the Contract Data. Z7.2. The Contractor shall submit monthly performance and progress report to the <i>Client’s Service Manager</i> for assessment. Z7.3.0The Contractor will report directly to the <i>Client’s Service Manager</i> or to their nominees/successors-in-title on all indicated in the Contract Data.
Z8 Confidentiality	Z8.1. The <i>Contractor</i> acknowledges that during the execution of this Agreement and meetings with the <i>Client</i>, and for the purpose of carrying out its obligations in terms of this agreement, the <i>Contractor</i> will gain access to Confidential Information that may be of a secret and confidential nature, which is not available in the public domain. Z8.2. The <i>Contractor</i> hereby agrees to hold and retain such Confidential Information in the strictest confidence without limiting the foregoing, whether orally, visually or in computer language or by reason of inspection of documentation or other matter, to prevent any copying thereof by whatever method and not to make use thereof other than for the purpose of the execution of this agreement and to release it only to such properly

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	authorised directors, employees or third parties requiring such information for the purpose of the execution of this agreement. Z8.3. The <i>Contractor</i> further agrees not: (1) to disclose such Confidential Information to any person whomsoever, other than as may be required by law or to their employees (which shall include any directors) agents, professional advisors and/or service providers. (2) Before revealing such Confidential Information to any such employees, agents, professional advisors and/or service providers, the <i>Contractor</i> undertakes to procure that the employees, agents, professional advisors and/or Service providers sign a similar undertaking in favour of the designated person and that they are aware of the confidential nature of the information being made available to them. (3) The <i>Contractor</i> undertakes to ensure that its employees will observe and comply with their obligations in respect thereof, whether or not they remain employees; and (4) to directly or indirectly use for their benefit or for the benefit of any other person, such Confidential Information other than for the purposes contemplated in this Agreement. (5) The <i>Contractor</i> acknowledges that the aforesaid Confidential Information is being made available solely for the purpose of this agreement and for no other purpose whatsoever, and that such information would not have been made available but for this undertaking; and For purposes of this undertaking “Confidential Information” shall without detracting from the general meaning include employment contracts, letters, telexes, telefaxes, agreements, formulae, processes and manufacturing methods, inventions or patents whether actual or proposed and whether in writing or otherwise or any information that is or may be of value to any of us whether directly or indirectly. This undertaking shall remain valid for a period of 5 (five) years after the termination of this agreement for whatever reason.
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Z9 Contractor's Plan	a. Requirements: TSC 31.2 TSC 31.3	(i) A Plan is required for rendering the services. (ii) The Plan is essential for planning, coordinating, monitoring, and reporting on the project's progress.
	b. Development	(i) The anticipated <i>Service Period</i> is as stated in the Contract Data. Pre-project implementation contractual obligations stated in the Contract Data must be complied with prior to the <i>starting date</i>. (ii) The Contractor shall Plan his work as per the provisions contained in the contract. Detailed coordination shall be undertaken with other contractors, subcontractors and suppliers that are engaged in the scope of works.
	c. Format	(i) The Plan should be presented in a Gantt Chart format using project management software like Microsoft Project, Microsoft Excel, or similar platforms. This allows for clear visualization of tasks, their durations, dependencies, and milestones.
	d. Information to be Displayed TSC 31.2	(i) The Plan should, at a minimum, display the following high-level activities: – The Plan should be logical, feasible, reasonable, and comprehensive. – the starting date, Key Dates, Planned Task Completion and Task Completion Date. – the order and timing of the operations which the Contractor plans to do in order to Provide the Works, – the order and timing of the work of the Client and Others as last agreed with them by the Contractor or, if not so agreed, as stated in the Scope of Works, – the dates when the Contractor plans to meet each Condition stated for the Key Dates and to complete other work needed to allow the Client and Others to do their work. – provisions for: – float, – time risk allowances,

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		– health and safety requirements and the procedures set out in this contract, – the dates when, in order to Provide the Works in accordance with his Plan, the Contractor will need acceptances, information from Others, – Access to Affected Property. – for each operation, a statement of how the Contractor plans to do the work identifying the principal Equipment and other resources which he plans to use and – other information which the Works Information requires the Contractor to show on a Plan submitted for acceptance. – Correction of defects, and final inspections and certifications.
	e. Submission timelines TSC 31.1	(i) The initial prog should be submitted within two weeks of the contract award date. This allows the project team to review, make necessary adjustments, and approve it before major works commence.
	f. Updates:	(i) The Plan is to be updated bi-weekly or prior to each project progress meeting. (ii) This ensures that the project team is always working with the most current information. Significant changes or deviations from the original Plan should be highlighted and communicated immediately.
	g. Project Progress Meetings	(i) Fortnightly progress meetings will be scheduled during the Service Period. The Contractor's Key Person on site shall be present at all scheduled progress meetings and shall furthermore make themselves available for ad hoc meetings when called by the <i>Client's Service Manager</i>. (ii) The <i>Contractor</i> and the <i>Client's Service Manager</i> use the requirements of the early warning processes described in core clause 15, to in addition manage the progress of the <i>works</i> inclusive of:

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		– reviewing the progress of the <i>Contractor</i> in achieving the objectives of the project, – 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 <i>Others</i>. (iii) 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>Client's Service Manager</i> or otherwise all meetings are held at the Site. The <i>Client's Service Manager</i> chairs the meeting prepares the Minutes which are distributed to the <i>Client</i> and the <i>Contractor</i> within 5 days of the meeting. (iv) 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>Client's Service Manager</i> and the <i>Contractor</i>. (v) All attendees at early warning meetings and any other meeting carry their own expenses incurred in connection with such attendance.
Z10 Other requirements	a. Electronic payments	(i) The <i>Client</i> makes all payments electronically, via EFT directly to the nominated bank account of the <i>Contractor</i>. Prior to the first payment certificate, the Contractor shall provide the <i>Client's Service Manager</i> with the stipulated bank account details into which all payments under this contract will be made,

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Z11 SHEQ		complete with suitable verification from the bank concerned. (ii) No changes shall be made to this bank account unless requested in writing by the Contractor's signatory to the contract, stating the reasons why the account has been changed, and what the new banking details should be, complete with suitable verification from the bank concerned.
	b. Daily records	(i) Detailed daily records pertaining to the labour employed, equipment on site (and its purpose) meetings and other activities and events shall be maintained in a format acceptable to the <i>Client's Service Manager</i>. (ii) The Project Manager may identify additional data and records that are to be kept on a daily basis and captured on the reporting formats stipulated by the Project Manager.
	c. Payment certificates	(i) The <i>Client's Service Manager</i> will provide the Contractor with a format for the preparation of payment certificates. This format must be adhered to in order to comply with SAFCOL's payment procedures and reporting.
	d. Compliance with the law	(i) The onus lies on the <i>Contractor</i> to keep and maintain proof of compliance with any of the laws applicable to the role they play in the delivery of the project. (ii) The onus lies on the <i>Contractor</i> and <i>Client</i> to keep and maintain proof of compliance with any of the laws applicable to their roles in the delivery of the project.
	a. Occupational Health and Safety	(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 <i>Contractor</i> meets 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) The <i>Contractor</i>, from the <i>starting date</i> until the Defects Certificate has been issued, is responsible for itself, its employees, and those people affected by its operations in terms of the Act and the regulations promulgated in terms thereof. The <i>Contractor</i> performs all work and uses Equipment on Site complying with the provisions of the Act. (iv) To this end, the <i>Contractor</i> shall make available to SAFCOL a valid Letter of Good Standing in terms of the COID Act and ensure its validity does not expire while executing this contract, where applicable. The <i>Contractor</i> furnishes its registration number with the office of the Compensation Commissioner. (v) The <i>Contractor</i> maintains a health and safety file complying with the requirements of The Act at the work Site during the period that contracted work takes place on the Site. (vi) The file is submitted to the <i>Client's Service Manager</i> for acceptance before any work is carried out on the Site. (vii) The <i>Client</i> manages the <i>Contractor</i> 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 <i>Contractor</i> accepts liability for any contraventions to the Act. Each member of the <i>Contractor's</i> team (including sub-contracted personnel), submit a signed indemnity form prior to entering the Site and kept in the <i>Contractor's</i> health and safety file"								
Z12Transformation and Enterprise Development	<table border="1"> <tr> <td data-bbox="480 1554 550 1608">a.</td><td data-bbox="550 1554 1369 1608">Local Content requirements (South African products)</td></tr> <tr> <td data-bbox="480 1608 550 1720">(i)</td><td data-bbox="550 1608 1369 1720">Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.</td></tr> <tr> <td data-bbox="480 1720 550 1832">(ii)</td><td data-bbox="550 1720 1369 1832">The DTI has designated and determined the stipulated minimum threshold for various products requiring different levels of local production and content.</td></tr> <tr> <td data-bbox="480 1832 550 2016">(iii)</td><td data-bbox="550 1832 1369 2016">The stipulated minimum threshold percentage for local production and content as published on this website (http://www.dti.gov.za/industrial_development/ip.jsp) must be complied with for all items appearing there that are required to be incorporated into the works.</td></tr> </table>	a.	Local Content requirements (South African products)	(i)	Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.	(ii)	The DTI has designated and determined the stipulated minimum threshold for various products requiring different levels of local production and content.	(iii)	The stipulated minimum threshold percentage for local production and content as published on this website (http://www.dti.gov.za/industrial_development/ip.jsp) must be complied with for all items appearing there that are required to be incorporated into the works.
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	– black women owned entities (51% ownership and above); – youth owned entities (at least 51% owned by youth); – entities owned by persons with disabilities (at least 51% owned by PWD), – land claimants whose status has been verified by the relevant Land Claims Commission, and – operate from premises within the of the Hebron Cluster Communities boundaries. (ii) The Contractor is advised to make use of the following equipment from Targeted Enterprises operating from within the boundaries of the Cluster Communities: (iii) Equipment on this list may not be brought to site from outside the boundaries of the Hebron Cluster Communities. (iv) Contractors will be required to identify which items they intend to subcontract to Targeted Enterprises, and to provide the breakdown of rates which will be applicable to these Targeted Enterprise subcontractors to the <i>Client's Service Manager</i>. The rates for Targeted Enterprises are to be broken down into materials, labour and equipment categories.
	f. Attendance and coordination of subcontractors, suppliers and other parties
	(i) The Contractor is required to coordinate activities with all contractors doing work in the same area and on the same site. This applies to subcontractors, suppliers and other parties that are required to perform any works on the site.
	Z13.1 Insert the following new clause as Option X17.2 If a Defect notified to the <i>Contractor</i> after Completion which shows low performance with respect to a performance level stated in the Contract Data, the <i>Contractor</i> pays the amount of low performance damages stated in the Contract Data.
	Z14 Limitation of liability Z14.1 Insert the following new clause as Option X18.7 The <i>Client's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R_____ Z14.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract. Z14.3 The <i>Contractor's</i> employees shall comply with all of the <i>Client's</i> policies and procedures and the Service Provider shall have a professional indemnity cover for losses or claims. A proof of the professional indemnity cover must be provided

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Z15 Joint and several liability		to the Client prior at the commencement of this Agreement.
	Z15.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Client</i> for the performance of the Contract.
	Z15.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Client</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
	Z15.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Client</i> .
Z16 Liens and Encumbrances	Z16.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time.
Z17 Notification of a compensation event	Z17.1	Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the <i>Service Manager</i> or the <i>Supervisor</i> giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
Z18 Communication	Z18.1	Add a new Core Clause 14.3 to read as follows: The <i>Service Manager</i> requires the written consent of the <i>Client</i> if an action will result in a change to the scope and Service information.
	Z18.2	The <i>Service Manager</i> requires the written consent of the <i>Client</i> if an action will result in the Completion Date being extended by more than 30 days.
Z19 Delegation	Z19.1	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
		As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of

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Z20 Implementation and good faith		1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act.
	Z20.1	Add a new Core Clause 10.2 to read as follows: The <i>Contractor</i> commits to the principles of good corporate governance, transparency and goodwill in all its dealings with the <i>Client</i> and further undertakes to conduct its affairs in connection with the Services in good faith and in accordance with any and all applicable legislation.
	Z20.2	The <i>Contractor</i> acknowledge that the <i>Client</i> has a policy of zero tolerance towards corrupt/fraudulent/dishonest activities. The <i>Client</i> hereby agrees to report any knowledge of any such activities involving any of the employees of the <i>Client</i> to the latter and further agrees that if the Service Provider's employees are found at any time to have been party to any act of such activities involving the <i>Client</i> or any of its employees or any attempt to commit such activity (as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004) with the <i>Client</i> or any of its employees, the <i>Client</i> may, in addition to any relief available elsewhere in this agreement or at law, upon notice in writing to the Service Provider, immediately terminate this Agreement without regard to the clauses on breach and termination. Such termination shall be justified and lawful and shall not be capable of giving rise to any damages, claims against or any other liability for <i>Client</i> notwithstanding any other provisions of this Agreement regarding terminations.
	Z20.3	10.5 To report any suspected fraud, corruption and any other unethical behaviour relating to tender processes contact the following details: Toll Free Number: 0800 007 498 Email: safcol@whistleblowing.co.za Toll Free Fax:0800 212 689 (SA only) Postal: P.O Box 51006 Musgrave 4062 SMS: 33490 Online: www.whistleblowing.co.za
Z21 Vendor Registration	Z21.1	The <i>Contractor</i> registers on the SAFCOL suppliers database by completing the relevant Vendor Registration Form and providing all the required information. One hundred percent of the Prices for Work Provided to Date is retained in assessments

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		of the amount due until the <i>Contractor</i> has registered on the SAFCOL suppliers database.
Part 2 – Data provided by the <i>Contractor</i>		
1 General		
11.2(10)	The <i>Contractor</i> is	
	Contact person	
	Address for communications	
	Address for electronic communications	
	Telephone No:	
11.2(12)	The Price List is in	
A - 11.2(28)	The tendered total of the Prices including VAT is	
11.2(15) & 16.3	The <i>service areas</i> are	
22.1	The <i>Contractor's key persons</i> are	
	The key person (1)	
	Job title	
	Responsibilities	
	Qualifications	
	ID Number	
	The key person (2)	
	Job title	
	Responsibilities	
	Qualifications	
	ID Number	
CV's (and further key persons data) are to be appended to the contract.		
15.2	The following matters will be included in the Early Warning Register	
	a. Poor performance of the contractor b. Compliant transportation of workers c. Compliant Personal Protective Equipment d. Compliant Fire Protective Equipment	

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- e. Compliance to legislative requirements
- f. Compliance to conditions of service, contracts, on time payments
- g. Regular performance meetings

Data for Short Schedule of Cost Components

A - 11.2(27) The *people rates* are

Category of person	Unit	Rate
Supervisor	Hours	
Ablution cleaners	Hours	
Grass cutters	Hours	
General workers	Hours	

Part C2 Pricing Data

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C2.1 Pricing assumptions

How work is priced and assessed for payment

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

Identified and defined terms

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 Contractor has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

Completed work is work without notified Defects the correction of which will delay the work of the Contractor, the Client or Others.

(27) The People Rates are the people rates 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.

C2.2 the Price List (Option A)

Employment Cost						
Positions	Grade	No. of employees	Rate per hour	Daily rate	Monthly salary	Total (3 years)
		<i>Formulas</i>	<i>Gazetted min. hourly wage</i>	<i>Gazetted min. wage</i>	<i>Daily rate x 20 Ave days monthly</i>	<i>month salary x 3 years</i>
Supervisor	B1	1		R0.00	R0.00	R0.00
Ablustion cleaners	A1	2		R0.00	R0.00	R0.00
Grass cutters	A2	3		R0.00	R0.00	R0.00
Geners workers	A1	4		R0.00	R0.00	R0.00
		10		Total	R0.00	R0.00

Equipment Running Cost					
Equipment type	Quantity	Daily Cost per machine	Utilisation	Monthly Cost	3 yearly
	<i>Formulas</i>	<i>Provide own cost</i>	<i>Given</i>	<i>daily cost x utilisation x 20 days</i>	<i>monthly cost x 3yearly</i>
Heavy duty grass cutters	3		67%	R0	R0
heavy duty lawn mower	1		67%	R0	R0
LVD vehicle (min. of 700Kg loading capacity)	1		20%	R0	R0
	Total	R0.00		R0	R0

PPE & Consumables				
Items	Quantity	Frequency (yearly)	Unit price per item	Total
	<i>Formulas</i>		<i>Provide own cost</i>	<i>unit price x QTY x no of employees</i>

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Safety Boots	2	1		R0
Overhauls	3	1		R0
Safety Hat	1	1		R0
Ears plugs	1	4		R0
Gloves	1	12		R0
T-shirts	2	1		R0
Raincoat	1	1		R0
Total				R0

*Average days
/ month*
20

NOTE: Fill Yellow
Columns Only

Grand Total	R0.00
Management fee (%)	
Management fee	R0.00
Total	R0.00
Escalation year 2 & year 3 - linked to CPI	
Grand Total (Vat Excluded) - 3 years	R0.00
Bid Price (Vat Incl.)	R0.00

*year 2 increase
plus year 3 %*

C3.1: The Client's scope

3.1	TERRAIN MAINTENANCE AND GARDENING SERVICE SPECIFICATIONS
3.1.1	DELIVERABLES 3.1. Cutting of grass with a tractor or similar heavy equipment capable of operating in a harsh terrain with dense weed. • Around two (2) Hanglip houses in Louis Trichardt (Makhado) every two (2) months, • Around sawmill houses • Soccer field and • Pool area 3.2. Thirty-three (33) family houses and 107 village rooms where grass is to be trimmed on weekly basis including: • Guest house x 3 • Clinic • Security house • Slashing of grass (where not accessible with lawnmower) in and around the compound, sawmill, staff houses & recreational areas. 3.3. Doing weed control by clearing weed by shoveling 1m x 1m from either side of the fence on monthly basis. • Sawmill fence. • Staff houses. • Village fence. • Electric fence around staff houses. 3.4. Removal of domestic refuse on weekly basis. • Remove rubbish bins and transport to storage area inside the mill. • Recycling - sort waste to be recycled such as tins, metal and bottles. 3.5. Removal of garden waste at houses weekly • Remove and transport garden waste to disposal sites. 3.6. Cleaning of traps • Oil trap at vehicle wash bay. • • Bark traps at the Logyard.
3.2	SPECIFICATIONS REQUIREMENTS
3.2.1	Services required for upkeep and cleaning of Timbadola's estate, employee's village, personnel houses and two (2) houses in town at Hanglip Louis Trichardt: • Cleaning of toilets: sawmill, village and recreational facilities daily. Note: SAFCOL will provide cleaning tools and consumables (detergents, brushes and brooms). • Cutting of grass: around the office, estate terrain, villages and recreational areas. Note: Service provider to supply own equipment.

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3.3	HUMAN RESOURCES
3.3.1	• Labour (to be sourced from local communities and must be South African) • Supervisor with forestry experience • Forester with Forestry Qualification and Experience • First Aiders Level 2
3.4	MANAGEMENT
3.4.1	• (Organizational structure) to include the following: Supervisor, cleaners, grass cutters and general workers.
3.5	TOOLS / EQUIPMENT REQUIRED
3.5.1	• A minimum of 1 x Garden tractor • A minimum of 3 x Heavy duty grass cutters • A minimum 1 x LDV vehicle with minimum rating of 700Kg carrying capacity.
3.6	VEHICLES
	NB: No passengers will be carried in the open load bin of any motor vehicle. Contractor to ensure that all Drivers have a valid Driver's License and Professional Driving Permit (PDP)
3.7	SAFETY, HEALTH, ENVIRONMENTAL & QUALITY REQUIREMENTS
3.7.1	• Bidder to comply with the following but not limited to SHEQ requirements: • SAFCOL SHEQ Standard and NOSA • Forestry Stewardship Council (FSC): 10 Principles • Best Operating Practices (BOP)
3.8	LEGAL REQUIREMENTS
3.8.1	• National Forest Act • International Labour Organisation (ILO) • National Veld and Forest fire act Act 36 of 1947 (PCO) • Occupational Health and Safety Act, 85 of 1993 • Basic Conditions of Employment Act (BCEA) • Labour Relations Act (LRA) • Compensation for Occupational Injuries and Diseases Act (COIDA)
3.9	LABOUR STATUTORY REQUIREMENTS
3.9.1	Employment of contracted employees to be according to the Basic Conditions of Employment and Labour Relations Act with respect to: • Working hours, Vacation leave, sick leave, maternity, family responsibility, and study leave • Provision, Job description, UIF • Overtime payments • Medical screening and surveillance • National minimum wage in line with the National Minimum Wage Act No. 9 of 2018 • Pay slips will be required every month to monitor compliance to the National Minimum Wage Act • Code of conduct • Night shift allowance Adherence to Labor Relations in terms of disciplinary and grievance procedures. Trained and appointed safety representatives and first aiders on all shifts at all times. Training in terms of stacking, basic firefighting, induction and BOP's / SOPs, Full medical evaluation for new recruits and yearly. Recruitment and placement as per the SAFCOL standards (advertise and interview) Employee's headcount and identification (South African Citizens) Responsible for handling own IOD's – treatment, transport etc. (refer to COIDA for guidance)

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	Letter of Good Standing with Workman's Compensation Fund and Public Liability Insurance
3.10	COSTING
3.10.1	Annexure A: Costing Guide
	Contractor to cost according to the guide provided
3.11	PROJECT RELATED ANNEXURES
Annexure 1	Supplier Code of Conduct
Annexure 2	SHE Standard
Annexure 3	Service Level Table

Part C4 Affected Property															
1. Site Information															
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