



## 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 PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**  
**(the Service)**

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Contents:	Page No
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[2]</b>
<b>C1.1 Form of Offer and Acceptance</b>	<b>[2]</b>
<b>C1.2 Contract Data</b>	<b>[4]</b>
<b>Part C2 Pricing Data</b>	<b>[21]</b>
<b>C2.1 Pricing assumptions</b>	<b>[21]</b>
<b>C2.2 The Activity Schedule</b>	<b>[22]</b>
<b>Part C3 Scope of Work</b>	<b>[23]</b>
<b>C3.1 Client's Scope</b>	<b>[23]</b>
<b>Part C4 Affected Property</b>	<b>[27]</b>

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**Contract No.**

**Prepared By:**

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**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 PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

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

<b>Option A</b>	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 <sup>1</sup>	
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)

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**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)	<b>Mr. Sibalo Dlamini</b>		
Capacity	<b>Acting Chief Executive Officer</b>		
<b>for the Client</b>	<b>South African Forestry Company SOC Limited, Mbombela Office, 20 Paul Kruger Street, Absa Square Building, Mbombela,1200</b>		
Witness	_____		
Signature	_____		
Name(s)	_____		

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**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 *Client* is **Komatiland Forest SOC Limited (KLF)**

10.1 The *Service Manager* is **Mr Phillip Hongwane**

Address for communications Mbombela Office, 20 Paul Kruger Street, Absa Square Building, Mbombela,1200

Telephone Number 013 754 2700

Cell Number 078 804 8033

Address for electronic communications [phillip@safcol.co.za](mailto:phillip@safcol.co.za)

The *Service Supervisor* is

Address for communications

Telephone Number

Cell Number

Electronic communications

11.2(2) The Affected Property is

11.2(15) The *service* is **The Provision of Silviculture Services for a Period of Three (3) Years.**

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

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		
	<ul style="list-style-type: none"> <li>- OHS Act compliance.</li> <li>- Basic Conditions of employment Act compliance.</li> </ul>		
15.2	Early warning meetings are to be held at intervals no longer than	Two weeks	
<b>2 The Contractor's main responsibilities</b>			
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. <b>[Defined in the Conditions of Contract]</b>			
<b>3 Time</b>			
30.1	The <i>starting date</i> is	<b>Two weeks (2)</b> 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:	<b>36 Months</b>	
30.2	The Completion Date for the whole of the <i>service</i> is	<b>36 Months</b> 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	<b>Two weeks (2)</b> after the <i>Contractor</i> receives one fully completed original copy of this contract.	
<b>4 Quality management</b>			
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	<b>Two weeks (2)</b> after the <i>Contractor</i> receives one fully completed original copy of this contract.	

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

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	<b>30 days</b> after submission of invoices.
6 Compensation events		
<p>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. <b>[Defined in the <i>Conditions of Contract</i>]</b></p>		
7 Title		
<p>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. <b>[Defined in the <i>Conditions of Contract</i>]</b></p>		
8 Liabilities and Insurance		
80. <i>Client's</i> Liabilities	<p>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. <b>[Defined in the <i>Conditions of Contract</i>]</b></p>	
81. <i>Contractor's</i> liabilities	<p>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. <b>[Defined in the <i>Conditions of Contract</i>]</b></p>	
83.3 Insurance Table row 3	<p>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: <b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Client</i>.</b></p>	
83.3 Insurance Table row 4	<p>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: <b>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.</b></p>	
9 Termination		
90. Termination	<p>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. <b>[Defined in the <i>Conditions of Contract</i>]</b></p>	

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**Resolving and avoiding disputes**

W1.2 The *Adjudicator*

Within 2 weeks after declaring a dispute and if the *Adjudicator* 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](http://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 *adjudicator* 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](http://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](http://www.ice-sa.org.za) ) or its successor body.

W1.4 The *tribunal* is

Arbitration

- a) 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.
- b) The place where arbitration is to be held is Pretoria, South Africa.
- c) The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator, is the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

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

Name (1)	<b>Ms. Ilse Botman</b>
Address for communications	<b>Mbombela Office, 20 Paul Kruger Street, Absa Square Building, Mbombela, 1200</b>
Email Address	<a href="mailto:ilse.botman@safcol.co.za">ilse.botman@safcol.co.za</a>
Name (2)	Mr. Thabiso Maseko
Address for communications	<b>Pretoria Office, 209 Aramist Avenue, Menlyn Maine, Pretoria, 0081</b>
Address for electronic communications	<a href="mailto:thabiso.maseko@safcol.co.za">thabiso.maseko@safcol.co.za</a>

**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 100 000	Less than 10% lower than the required CLDEG
R 200 000	Between 10 and 25% lower less than the required CLDEG
R 300 000	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 15 000	Per day

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

The penalty for failure to comply with any legislative requirements stipulated in the contract shall be:	
<b>Amount</b>	<b>Performance level</b>
R 20 000	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	<b>Five (5)</b> years 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	Three (3) Months

**Z: Additional conditions of contract**

**The additional conditions of contract are:**

**Z1 Tax invoices**

**Z1.1 The Contractor's invoice.**

Invoices submitted by the *Contractor* to the *Client* include:

- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the *Client* for a valid tax invoice.

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

<p><b>Z2 Acts or omissions by mandatories</b></p>	<p>Delete the first sentence of core clause 51.1 and replace by: 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.</p>
<p><b>Z3 Contractual obligations to be met prior to the starting date</b></p>	<p>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).</p> <p>Z6.1 The following suspensive criteria are to be met prior to the Contractor establishing themselves on site:</p> <ol style="list-style-type: none"> <li>(1) finalisation of the <i>Contractor's</i> plan.</li> <li>(2) conclusion of employment contracts with local labourers to be employed in the performance of the contract.</li> <li>(3) identification of the individuals who will be the recipients of skills training programmes.</li> <li>(4) conclusion of the subcontract agreements with the Targeted Enterprises to be engaged in the performance of the contract.</li> <li>(5) letter of Good standing from the Compensation Fund and SARS Certificate - showing UIF and COID.</li> <li>(6) Compliance with OHS Standards.</li> <li>(7) Signed Lease Agreement should the contractor be using SAFCOL's houses.</li> </ol>
<p><b>Z4 Cession and assignment</b></p>	<p>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>.</p> <p>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.</p>
<p><b>Z5 Waiver and estoppel</b></p>	<p><b>Add to core clause 12.3</b></p> <p>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.</p>
<p><b>Z6 Health, safety and the environment</b></p>	<p>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>:</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

	<ul style="list-style-type: none"> <li>• 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 &amp; Safety Act 85 of 1993) (“the Construction Regulations”) for the <i>Affected Property</i>;</li> <li>• 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 &amp; 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 &amp; safety in and about the execution of the <i>works</i>; and</li> </ul> <p>undertakes, in and about the execution of the <i>works</i>, to comply with the Construction Regulations and with all applicable health &amp; 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.</p> <p>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.</p>
<p><b>Z7 Reporting</b></p>	<p>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.</p> <p>Z7.2. The Contractor shall submit monthly performance and progress report to the <i>Client’s Service Manager</i> for assessment.</p> <p>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.</p>
<p><b>Z8 Confidentiality</b></p>	<p>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.</p> <p>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</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

	<p>authorised directors, employees or third parties requiring such information for the purpose of the execution of this agreement.</p> <p>Z8.3. The <i>Contractor</i> further agrees not:</p> <ol style="list-style-type: none"><li>(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.</li><li>(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.</li><li>(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</li><li>(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.</li><li>(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</li></ol> <p>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.</p> <p>This undertaking shall remain valid for a period of 5 (five) years after the termination of this agreement for whatever reason.</p>
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**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

<p><b>Z9 Contractor's Plan</b></p>	<p><b>a. Requirements:</b> TSC 31.2 TSC 31.3</p>	<p>(i) A Plan is required for the construction of the multipurpose centre. (ii) The Plan is essential for planning, coordinating, monitoring, and reporting on the project's progress.</p>
	<p><b>b. Development</b></p>	<p>(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.</p>
	<p><b>c. Format</b></p>	<p>(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.</p>
	<p><b>d. Information to be Displayed</b> TSC 31.2</p>	<p>(i) The Plan should, at a minimum, display the following high-level activities:</p> <ul style="list-style-type: none"> <li>– The Plan should be logical, feasible, reasonable, and comprehensive.</li> <li>– the starting date, Key Dates, Planned Task Completion and Task Completion Date.</li> <li>– the order and timing of the operations which the Contractor plans to do in order to Provide the Works,</li> <li>– 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,</li> <li>– 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.</li> <li>– provisions for: <ul style="list-style-type: none"> <li>– float,</li> <li>– time risk allowances,</li> </ul> </li> </ul>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

		<ul style="list-style-type: none"> <li>– health and safety requirements and the procedures set out in this contract,</li> <li>– the dates when, in order to Provide the Works in accordance with his Plan, the Contractor will need acceptances, information from Others,</li> <li>– Access to Affected Property.</li> <li>– 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</li> <li>– other information which the Works Information requires the Contractor to show on a Plan submitted for acceptance.</li> <li>– Correction of defects, and final inspections and certifications.</li> </ul>
	<p><b>e. Submission timelines</b> <b>TSC 31.1</b></p>	<p>(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.</p>
	<p><b>f. Updates:</b></p>	<p>(i) The Plan is to be updated bi-weekly or prior to each project progress meeting.</p> <p>(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.</p>
	<p><b>g. Project Progress Meetings</b></p>	<p>(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>.</p> <p>(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:</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

		<ul style="list-style-type: none"> <li>– reviewing the progress of the <i>Contractor</i> in achieving the objectives of the project,</li> <li>– allowing the <i>Contractor</i> to demonstrate from the current Accepted Plan its progress and planned activities for the coming 4 weeks,</li> <li>– acting as a combined management team by discussing reviewing and making decisions required in terms of the contract, and in doing so</li> <li>– cultivate a spirit of co-operation and mutual trust for the benefit of both Parties and all who attend and</li> <li>– attending to any other issues considered relevant by either Party and <i>Others</i>.</li> </ul> <p>(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.</p> <p>(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>.</p> <p>(v) All attendees at early warning meetings and any other meeting carry their own expenses incurred in connection with such attendance.</p>
<p><b>Z10 Other requirements</b></p>	<p><b>a. Electronic payments</b></p>	<p>(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,</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

<b>Z11 SHEQ</b>		<p>complete with suitable verification from the bank concerned.</p> <p>(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.</p>
	<b>b. Daily records</b>	<p>(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>.</p> <p>(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.</p>
	<b>c. Payment certificates</b>	<p>(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.</p>
	<b>d. Compliance with the law</b>	<p>(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.</p> <p>(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.</p>
	<b>a. Occupational Health and Safety</b>	<p>(i) All personnel performing work on site/s as part of this contract are required to obtain safety induction.</p> <p>(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.</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(vi) The file is submitted to the <i>Client’s Service Manager</i> for acceptance before any work is carried out on the Site.</p> <p>(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”</p>
<p><b>Z12Transformation and Enterprise Development</b></p>	<p><b>a. Local Content requirements (South African products)</b></p> <p>(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.</p> <p>(ii) The DTI has designated and determined the stipulated minimum threshold for various products requiring different levels of local production and content.</p> <p>(iii) The stipulated minimum threshold percentage for local production and content as published on this website (<a href="http://www.dti.gov.za/industrial_development/ip.jsp">http://www.dti.gov.za/industrial_development/ip.jsp</a>) must be complied with for all items appearing there that are required to be incorporated into the works.</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

<b>b.</b>	<b>Participation of target groups</b>
<p>The <i>Client</i> has entered into a Memorandum of Understanding (Social Accord) with the Cluster Communities. Therefore the <i>Client</i> wishes to ensure that the local community participates meaningfully in the delivery of the <i>Service</i>.</p> <p>(i) The <i>Contractor</i> shall achieve or exceed a Contract Local Direct Employment Goal (CLDEG) of 100% in the performance of the contract.</p> <p>(ii) The local direct employment goal for women and youth (persons under the age of 35 on the contract <i>commencement date</i>) shall be 25% and 25% respectively. The Contract Local Direct Employment Goal (CLDEG) applies to persons living within the boundaries of the Hebron Cluster Communities (Social Accord) as at the contract <i>commencement date</i>.</p> <p>(iii) Employees of the <i>Contractor</i> shall be remunerated in accordance with the with Forestry Sector Wage determination as published.</p> <p>(iv) The employment of labour to achieve the Contract Local Direct Employment Goal (CLDEG) shall be done in consultation with the Chairperson of the People of Hebron Communities Forum.</p>	
<b>c.</b>	<b>Promotion of other secondary procurement objectives</b>
<p>(i) In the execution of the contract, the Contractor shall report on the achievements of key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, Broad-based Black Economic Empowerment, local labour, skills development and community development.</p> <p>(ii) The Contractor shall provide monthly data (in a format acceptable to the Service Manager) which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.</p>	
<b>d.</b>	<b>Form and format of subcontract agreements</b>
<p>(i) All subcontractors shall be appointed in accordance with either the requirements of the NEC4 Term Services Subcontract (TSSC). Templates for the Contract Data may be obtained from the <i>Client's Service Manager</i>.</p> <p>(ii) The <i>Client's Service Manager</i> and the <i>Client</i> must be consulted prior to the Contractor entering into any subcontract agreement.</p> <p>(iii) The Contractor submits the name of each proposed subcontractor to the <i>Client's Service Manager</i> for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works or the subcontractor does not comply with transformation requirements. The Contractor does not appoint a proposed subcontractor until the <i>Client's Service Manager</i> has accepted him.</p>	
<b>e.</b>	<b>Engagement with targeted enterprises for subcontracting</b>
<p>(i) Targeted Enterprises have been defined in this contact as:</p>	

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

	<ul style="list-style-type: none"> <li>– black women owned entities (51% ownership and above);</li> <li>– youth owned entities (at least 51% owned by youth);</li> <li>– entities owned by persons with disabilities (at least 51% owned by PWD),</li> <li>– land claimants whose status has been verified by the relevant Land Claims Commission, and</li> <li>– operate from premises within the of the Hebron Cluster Communities boundaries.</li> </ul> <p>(ii) The Contractor is advised to make use of the following equipment from Targeted Enterprises operating from within the boundaries of the Cluster Communities:</p> <p>(iii) Equipment on this list may not be brought to site from outside the boundaries of the Hebron Cluster Communities.</p> <p>(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.</p>
	<p>f. <b>Attendance and coordination of subcontractors, suppliers and other parties</b></p> <p>(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.</p>
<p><b>Z13 Low service damages</b></p>	<p>Z13.1 <b>Insert the following new clause as Option X17.2</b> 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.</p>
<p><b>Z14 Limitation of liability</b></p>	<p>Z14.1 <b>Insert the following new clause as Option X18.7</b> The <i>Client’s</i> liability to the <i>Contractor</i> for the <i>Contractor’s</i> indirect or consequential loss is limited to R0.00</p> <p>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.</p> <p>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</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

	<p>to the Client prior at the commencement of this Agreement.</p>
<p><b>Z15 Joint and several liability</b></p>	<p><b>Z15.1</b> 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.</p>
	<p><b>Z15.2</b> 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.</p>
	<p><b>Z15.3</b> 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>.</p>
<p><b>Z16 Liens and Encumbrances</b></p>	<p><b>Z16.1</b> 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.</p>
<p><b>Z17 Notification of a compensation event</b></p>	<p><b>Z17.1</b> 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.</p>
<p><b>Z18 Communication</b></p>	<p><b>Z18.1</b> <b>Add a new Core Clause 14.3</b> 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.</p>
	<p><b>Z18.2</b> 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.</p>
<p><b>Z19 Delegation</b></p>	<p><b>Z19.1</b> 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:</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

<b>Z20 Implementation and good faith</b>		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 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.
	<b>Z20.1</b>	<b>Add a new Core Clause 10.2</b> 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.
	<b>Z20.2</b>	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.
	<b>Z20.3</b>	10.5 To report any suspected fraud, corruption and any other unethical behaviour relating to tender processes contact the following details:  <b>Toll Free Number: 0800 007 498</b> <b>Email: <a href="mailto:safcol@whistleblowing.co.za">safcol@whistleblowing.co.za</a></b> <b>Toll Free Fax:0800 212 689 (SA only)</b> <b>Postal: P.O Box 51006</b> <b>Musgrave</b> <b>4062</b> <b>SMS: 33490</b> <b>Online: <a href="http://www.whistleblowing.co.za">www.whistleblowing.co.za</a></b>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**Z21 Vendor Registration**

**Z21.1** The *Contractor* 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 of the amount due until the *Contractor* has registered on the SAFCOL suppliers database.

**Part 2 – Data provided by the Contractor**

**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

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

- a. Poor performance of the contractor
- b. Compliant transportation of workers
- c. Compliant Personal Protective Equipment
- d. Compliant Fire Protective Equipment
- 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
Forester	Hours	
Supervisor	Hours	
SHE Representative	Hours	
First Aider	Hours	
Administrator	Hours	
Driver/ Operator	Hours	
Labourer	Hours	

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

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**Part C2 Pricing Data**

**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)

Plantation Name				Rate Yr1	Rate Yr2	Rate Yr3	Total Yr1	Total Yr2	Total Yr3
	Year 1	year 2	Year 3						
Activities	Man-days								
Establishment									
Protection									
Weeding									
Tending									
Conservation									
Pruning									
Supply of labour (PTM, EHM)									
Supply of Labour for Research trials									
Road clearing & Village Maintenance.									
Gardening									
<b>Totals</b>									
<b>Grand Total (a)</b>									

Other Ad hoc work	Year 1	year 2	Year 3	Rate Yr1	Rate Yr2	Rate Yr3	Total Yr1	Total Yr2	Total Yr3
Normal overtime (Rate/hr x 1.5)									
Sunday overtime (Rate/hr x 2)									
Standby									
Chainsaw wet rate									
Brushcutter wet rate									
Lawnmower rate									
Driver operator									
Weekly refuse removal rate									

<b>TOTALS</b>			
<b>The total of the prices</b>			
<b>Vat @ 15%</b>			
<b>The Tendered total of the prices is</b>			

**Part C3 Scope of Work**

**C3.1: The Client's scope**

<b>3.1</b>	<b>SILVICULTURE SPECIFICATIONS</b>
3.1.1	<p><b>DELIVERABLES</b></p> <p>The Service Provider will be required to execute all operations according to accepted industry norms and guidelines. Refer to Annexures for specific scope of work for each Plantation/ Centre. General Silviculture work includes the following activities:</p> <ul style="list-style-type: none"> <li>• Chemical weeding: Application of herbicide for weed control</li> <li>• Manual weeding: Slashing of weed</li> <li>• Slashing and ring hoeing of weeds</li> <li>• Pruning: Value adding activity, removal of branches</li> <li>• Pitting: Preparation of soil (pits) for planting</li> <li>• Planting and blanking: planting of seedlings</li> <li>• Fertilizing: Providing nutrition for planted seedlings</li> <li>• Marking for thinning: Marking of trees to be removed during thinning</li> <li>• Firefighting: Fighting wild fires</li> <li>• Standby duty: Standby for firefighting purposes</li> <li>• Conservation: Clearing of non-commercial areas of weeds</li> <li>• Preparation and burning of firebreaks</li> <li>• Preparation and burning under canopy</li> <li>• Road clearing: opening roads through manual slashing</li> <li>• Burn before planting: preparation and burning</li> <li>• General upkeep of plantations</li> </ul>
<b>3.2</b>	<b>SPECIFICATIONS REQUIREMENTS</b>
3.2.1	<p>The details of the specifications intended to be issued to suppliers through the proposed procurement process, as compiled and approved by the Specification committee is as follows:</p> <ul style="list-style-type: none"> <li>• Experience in Silviculture and Fire Protection</li> <li>• Knowledge of FSC principles</li> <li>• Compliant Safety file (Grading and certification)</li> </ul> <p>Pest Control Operator (PCO) License registered on one of the following categories:</p> <ul style="list-style-type: none"> <li>• Agriculture and forestry: "The management of pests associated with agricultural production and forestry production."</li> <li>• or</li> <li>• Industrial vegetation and noxious weeds: "The management of weeds on industrial land, roads, power lines, railways and pipeline right of ways, including the control of weeds designated as noxious on private and public land."</li> </ul> <p>NB: PCO holder must be available on site during herbicide application in line with the regulations.</p> <ul style="list-style-type: none"> <li>• Employ a qualified forester that will oversee operations</li> <li>• Quality control management system</li> <li>• Sufficient supporting tools, vehicles and equipment</li> </ul>
<b>3.3</b>	<b>HUMAN RESOURCES</b>
3.3.1	<ul style="list-style-type: none"> <li>• Labour (to be sourced from local communities and must be South African)</li> </ul>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

	<ul style="list-style-type: none"> <li>• Supervisor with forestry experience</li> <li>• Forester with Forestry Qualification and Experience</li> <li>• First Aiders Level 2</li> </ul>
<b>3.4</b>	<b>MANAGEMENT</b>
3.4.1	<ul style="list-style-type: none"> <li>• (Organizational structure) to include the following: Forester, SHE coordinator, Supervisor, SHE rep, First Aiders, Administrator, Driver</li> <li>• Experience in forestry</li> <li>• Qualifications in Forestry</li> <li>• Qualifications: Safety management</li> <li>• Pest Control Operator Certificate (A copy of license to be available in all chemical application operations) PCO license holder must be on site every time chemicals are dispensed and/or applied.</li> </ul>
<b>3.5</b>	<b>TOOLS / EQUIPMENT REQUIRED</b>
3.5.1	<ul style="list-style-type: none"> <li>• Two-way digital mobile radios</li> <li>• Herbicide application knapsacks</li> <li>• Pruning saws</li> <li>• Double edge slashers</li> <li>• Rake hoes</li> <li>• Planting trowel</li> <li>• Pitting mattocks</li> <li>• Firefighting equipment: Knapsacks, Fire beaters, Rake hoes and basic firefighting PPE, one bakkie sakkie per plantation</li> <li>• Firefighting PPE for teams that will be responsible for fire fighting</li> <li>• Chainsaws, brushcutter and grass slashers</li> <li>• Personal Protective Equipment (PPE) – 100% cotton for overalls</li> </ul> <p>Contractor to supply all employees with PPE (Personal Protective Equipment) prescribed by SAFCOL SHEQ Standards. The following is to be issued:</p> <ul style="list-style-type: none"> <li>• 2x pairs of safety boots – annually</li> <li>• 3x Sets of overalls – annually</li> <li>• 1x Hard hat – annually</li> <li>• 4x eye protection – frequency to be determined by bidder</li> <li>• Dust mask</li> <li>• Hearing protection</li> <li>• Appropriate respirator – for chemical application operations</li> <li>• 4x Gloves (where applicable) – frequency to be determined by bidder</li> <li>• PVC apron for chemical applicators</li> </ul>
<b>3.6</b>	<b>VEHICLES</b>
	<p><b>NB:</b> 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)</p> <ul style="list-style-type: none"> <li>• 4 x 4 Bakkie</li> <li>• Railings ( Legal Standard)</li> </ul> <p><b>Labour carriers/ truck/ bus</b> (due to forestry conditions a labour carrier/ truck /bus is recommended)</p> <p>Passengers: minimum requirements as per license</p> <p>Canopy with rollover protection</p> <p>Fitted seats and safety belts</p>

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

	<p><b>Water carriers</b> Required to provide own water tanker for drinking, chemical application and planting</p> <p><b>Table 1 Minimum labour transport requirements per plantation</b></p> <table border="1"> <thead> <tr> <th>Plantation</th> <th>Minimum Labour trucks,/carrier/bus</th> </tr> </thead> <tbody> <tr> <td>Wilgeboom</td> <td>3</td> </tr> </tbody> </table>	Plantation	Minimum Labour trucks,/carrier/bus	Wilgeboom	3
Plantation	Minimum Labour trucks,/carrier/bus				
Wilgeboom	3				
<b>3.7</b>	<b>SAFETY, HEALTH, ENVIRONMENTAL &amp; QUALITY REQUIREMENTS</b>				
3.7.1	<ul style="list-style-type: none"> <li>• Bidder to comply with the following but not limited to SHEQ requirements:</li> <li>• SAFCOL SHEQ Standard and NOSA</li> <li>• Forestry Stewardship Council (FSC): 10 Principles</li> <li>• Best Operating Practices (BOP)</li> </ul>				
<b>3.8</b>	<b>LEGAL REQUIREMENTS</b>				
3.8.1	<ul style="list-style-type: none"> <li>• National Forest Act</li> <li>• International Labour Organisation (ILO)</li> <li>• National Veld and Forest fire act Act 36 of 1947 (PCO)</li> <li>• Occupational Health and Safety Act, 85 of 1993</li> <li>• Basic Conditions of Employment Act (BCEA)</li> <li>• Labour Relations Act (LRA)</li> <li>• Compensation for Occupational Injuries and Diseases Act (COIDA)</li> </ul>				
<b>3.9</b>	<b>LABOUR STATUTORY REQUIREMENTS</b>				
3.9.1	<p>Employment of contracted employees to be according to the Basic Conditions of Employment and Labour Relations Act with respect to:</p> <ul style="list-style-type: none"> <li>• Working hours, Vacation leave, sick leave, maternity, family responsibility, and study leave</li> <li>• Provision, Job description, UIF</li> <li>• Overtime payments</li> <li>• Medical screening and surveillance</li> <li>• National minimum wage in line with the National Minimum Wage Act No. 9 of 2018</li> <li>• Pay slips will be required every month to monitor compliance to the National Minimum Wage Act</li> <li>• Code of conduct</li> <li>• Night shift allowance</li> </ul> <p>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)</p> <p>Employee's headcount and identification (South African Citizens) Responsible for handling own IOD's – treatment, transport etc. (refer to COIDA for guidance)</p> <p>Letter of Good Standing with Workman's Compensation Fund and Public Liability Insurance</p>				
<b>3.10</b>	<b>COSTING</b>				
3.10.1	<b>Proposed Plantations/ Units for Professional service provider</b>				

**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SILVICULTURE SERVICES FOR A PERIOD OF THREE (3) YEARS.**

	<p><b>Table 2 Projected man-days for the 3 year period cycle for the plantations requiring services</b></p> <p>NB: Man-days are only projections; the actuals will be determined by the available budget on that specific year. The actual contract amount to be spent will therefore vary from the value on the contract.</p>
<b>3.11 PROJECT RELATED ANNEXURES</b>	
<b>Annexure 1</b>	Supplier Code of Conduct
<b>Annexure 2</b>	SHE Standard
<b>Annexure 3</b>	Service Level Table

**Part C4 Affected Property**

<b>1. Site Information</b>	
<b>Description:</b>	
<b>Location:</b>	
<b>Size:</b>	
<b>Ground Conditions:</b>	
<b>Topography:</b>	
<b>Vegetation:</b>	
<b>Access:</b>	