

NEC4 Term Service Contract (TSC4)

Between	South African Forestry Company Limited (SAFCOL)	
	Reg No. 1992/005427/30	(the <i>Client</i>)
and	[Insert <i>Service Provider's</i> registered name at award stage]	
	Reg No. ____	(the <i>Service Provider</i>)
for	APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF SAFCOL'S INTEGRATED REPORT FOR A PERIOD OF THREE (3) FINANCIAL YEARS	
		(the <i>service</i>)

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Contract No.

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF SAFCOL'S INTEGRATED REPORT FOR A PERIOD OF THREE (3) FINANCIAL YEARS

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender¹.

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

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

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer:	(Insert name and address of organisation)	
Name & signature of witness		Date

¹ Conditions of Tender are those included in SANS 10845-3 2015 available from <https://store.sabs.co.za>

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)				
Name(s)				
Capacity				
for the Client	South African Forestry Company SOC Limited, Pretoria Office, Die Anker Building, 1279 Mike Crawford Road, Centurion 0157			
Name & signature of witness			Date	

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

C1.2 TSC4 Contract Data

Part one - Data provided by the *Client*

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

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11.2(18)	The <i>shared services</i> which may be carried out outside the Service Areas are	None
13.1	The <i>language of this contract</i> is	English
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.3	The <i>period for reply</i> is	one (1) week excluding weekends and Public Holidays
15.2	The following matters will be included in the Early Warning Register	
	• Delays to the agreed programme milestones; • Additional revisions and stakeholder review cycles; • Increased costs associated with accelerated production activities; and • Risk of failing to meet statutory and governance reporting deadlines.	
15.2	Early warning meetings are to be held at intervals no longer than	no longer than four (4) weeks

2. The Service Provider's main responsibilities

If Option C or E is used

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

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

3 Time

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

4 Quality management

40.2	The period after the Contract Date within which the <i>Service Provider</i> is to submit a quality policy statement and quality plan is	Not applicable
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5 Payment

51.1

The *currency of the contract* is the

South African Rand

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

51.2

The period within which payments are made is

30 days from date of invoice

6 Compensation events

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

7 Title

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

8 Liabilities and insurance

If there are additional *Client's* liabilities

80.1

These are additional *Client's* liabilities

- Instruction changes due to operational restructuring

83.3 Insurance Table
row 3

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

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

83.3 Insurance Table
row 4

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

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

9 Termination

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

Resolving and avoiding disputes

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

The *tribunal* is

Arbitration

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

The *arbitration procedure* is

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

The place where arbitration is to be held is

Anywhere in Gauteng, South Africa

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator, is

The Chairman for time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

W1.1(1)

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

W1.2

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

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is:

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

—

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

X17: Low performance damages

X17.1

The *service level table* is

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Performance Measure	Required Performance Level	Low-Performance Damages
Submission of First Draft Integrated Report	By the date stated in the Scope and accepted programme	R _____ per working day of delay
Submission of Final Integrated Report	By the Completion Date	R _____ per working day of delay
Quality of Draft Deliverables	No more than two review cycles required due to service provider errors or omissions	R _____ per additional review cycle
Compliance with Reporting Frameworks (King IV, IFRS Sustainability, National Treasury and applicable reporting requirements)	100% compliance	Cost of correcting non-compliant sections plus R _____ per material non-compliance
Attendance at Scheduled Project Meetings	Attendance at 95% of scheduled meetings	R _____ per missed meeting without prior approval
Accuracy of Information Incorporation	All approved client comments incorporated correctly in revised drafts	R _____ per material omission requiring rework

X18: Limitation of liability

X18.2	The <i>Service Provider's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to:	R _____
X18.3	For any one event, the <i>Service Provider's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to:	R _____
X18.4	The <i>Service Provider's</i> liability for Defects due to its design of an item of Equipment is limited to	Not Applicable

X19: Termination by either Party

X18.6	The <i>minimum period of service</i> is	36	months after the <i>starting date</i> .
	The <i>notice period</i> is	60 days prior to expiry of contract	

X23: Extending the Service Period

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

The *periods for extension* are

Order *period for extension* (months) *notice date*

First

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The *criteria for extension* are

(1) In progress of placing a new contract

Z: Additional conditions of contract

The *additional conditions of contract* are

1

Mandatory probation period

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

2

Cession delegation and assignment

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

Z2.2 Notwithstanding the above, the Purchaser may on written notice to the Service Provider cede and delegate its rights and obligations under this contract to any of its subsidiaries.

3

Ethics

Z3.1 Any offer, payment, consideration, or benefit of any kind made by the Service Provider, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the Service Provider's obligation to Provide the Goods and Services or taking any other action as appropriate against the Service Provider (including civil or criminal action).

Z3.2 The Purchaser may terminate the Service Provider's obligation to Provide the Goods and Services if the Service Provider (or any member of the Service Provider where the Service Provider constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the Purchaser or other people or organisations and including in circumstances where the Service Provider or any such member is removed from an approved vendor data base of the Purchaser as a consequence of such practice.

Part 2 – Data provided by the *Service Provider*

1 General

10.1	The <i>Service Provider</i> is	
	Name	
	Address for communications	
	Address for electronic communications	
11.2(20) & 16.3	The <i>service areas</i> are	SAFCOL Head Office
24.1	The <i>key persons</i> are	
	Name (1)	
	Job	
	Responsibilities	
	Qualifications	
	Experience	
	Name (2)	
	Job	
	Responsibilities	
	Qualifications	
	Experience	
11.2(8)	The following matters will be included in the Early Warning Register:	
		• Delays to the agreed programme milestones; • Additional revisions and stakeholder review cycles; • Increased costs associated with accelerated production activities; and • Risk of failing to meet statutory and governance reporting deadlines.

2 The *Service Provider's* main responsibilities

If the *Service Provider* is to provide Scope for its plan

11.2(16) and 21.1	The Scope provided by the <i>Service Provider</i> for its plan is in	Part C3 Scope of Work
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3 Payment

11.2(21)

The *price list* is in

Part C2 Pricing Data

The tendered total of the Prices excluding VAT is

Resolving and avoiding disputes

W1.1(1)

The *Senior Representatives of the Service Provider* are

Name

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

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

11.2(28) and SSCC 11

The *people rates* are

category of person	unit	rate

Part C2 Pricing Data

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

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Service Provider's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2: The *price list* Option A

[illegible]

The total of the Prices

Part C3 Scope of Work

C3.1: The *Client's* scope

S 100 Description of the *service*

S 105 <i>Client's</i> objectives	To appoint a reputable service provider with a solid track record to consolidate and compile, design, edit, produce and print the SAFCOL annual integrated report for a period of three financial years (2026/27; 2027/28 and 2028/29) starting from 1 April 2027 to October 2029 until the Integrated Report is annually delivered to Parliament. The service provider will be responsible for the development of the SAFCOL Integrated Reports for FY2026/27; 2027/28 and 2028/29. The service provider must be situated in close proximity to SAFCOL's Head Office in Pretoria and be able to travel to the office as and when required to produce the reports within the stipulated timeframes, which will be provided by SAFCOL.
S 110 Description of the <i>service</i> (general only)	1. Design and Layout: Creative design of the Integrated Report • Conceptualisation of 3 distinct layouts and design proposals as per the Integrated Report theme within the SAFCOL corporate identity guidelines. • Complete creative direction of the layout design. • Design and layout must include sample content pages, sample infographics and graphs, and design of Annual Financial Statement. 2. Integrated Report Writing • Rewrite the content provided by SAFCOL to align it with the International Integrated Reporting Council Framework; • Re-write the content provided to align with the King Code standards; • Have the ability to use infographics in order to make the SAFCOL Integrated Report more visually appealing and to convey information more clearly. • Synthesize information through the lens of value creation and demonstrate links to strategy, governance and performance information. Ensure that the report remains concise and focused; • The writer must have the ability to bring a consistent voice and style to the text as information/content is sourced from multiple resources; and • Interview relevant key individuals within SAFCOL and its subsidiaries (either telephonically or face to face), e.g. Chairperson of the Board, EXCO members etc. to ensure incorporation of their statements in the integrated report. • Structure content as per the International Integrated Report Council Framework. 3. Proof reading and editing • Proofreading the content provided by SAFCOL and its subsidiaries, ensuring there are no spelling or grammatical errors, punctuation, formatting and sentence structure errors. • Ensure that page numbers are consecutive and running headings and footers are correct. • Ensure consistency – particularly of alternative spellings and hyphenation – by following a supplied style guide or by compiling their own. • Check for typographical, design and textual inconsistencies and ensure that they are corrected for consistency.

	• Cross-check chapter titles with the Table of Contents and that references to the appendices, index, etc. within the text correspond accurately. • Check or insert numbers in cross-references. • Ensure that illustrations and their captions and labels correspond with each other and with the text. • Editing all content received from SAFCOL. 4. Document specifications for the final SAFCOL Integrated Report • IPad/A5 +/-176pptext + 4pp cover booklet. • Printed four (4) colours throughout. • Spot vanish on the front (dependent on the design). • Quantity to be printed: 200. • Supply report in print format as per the required specifications. • Supply artwork (PDF format of report) on x25 USBs with the interactive version of the report. • Compile a comprehensive presentation in PowerPoint (approximately 50% of the main report, excluding the AFS (30- 45 slides)) with all the required information suitable for delivery to the Parliamentary Committee. 5. Delivering of the SAFCOL Integrated Report 2026/27; 2027/28 and 2028/29 to Parliament. • In terms of delivering printed copies within the SAFCOL deadlines, the service provider must take into consideration the possibility of working overtime to ensure that SAFCOL meets stipulated and legislated submission deadlines without any overtime costs to be charged in addition to the contracted amount. • The courier of the required printed copies to Parliament in Cape Town will be the responsibility of the service provider. This is usually at short notice and therefore the service provider should cater for short notice or overnight delivery to Cape Town. 6. Photoshoot • Photoshoot for eleven (11) Board members and ten (10) EXCO members annually. • The photographers must have experience in corporate shoots. • Professional makeup for the Board and EXCO members. 7. Other Deliverables • The document must be professionally designed for print layout in line with professional standards as well as in line with SAFCOL's Brand as guided by the company's Corporate Identity (CI) guidelines. • The service provider must be able to deliver quality documents within the stipulated time frames. • Be able to extract information and financials from pdf documents that are sourced from the financial systems.
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S 200 Constraints on how the *Service Provider* Provides the Service

S 205 General constraints	The Service Provider shall perform the services for the development of SAFCOL's Integrated Report within the constraints of the approved project programme, budget, and applicable reporting frameworks, including the International Integrated Reporting Framework, King IV principles, Companies Act requirements, and SAFCOL's internal policies and governance processes. The Service Provider shall ensure confidentiality of all information received, coordinate activities with designated SAFCOL representatives, and complete all deliverables within the agreed timelines.
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APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF SAFCOL'S INTEGRATED REPORT FOR A PERIOD OF THREE (3) FINANCIAL YEARS

	The Service Provider shall be dependent on the timely provision of information, stakeholder availability, and approvals by SAFCOL, and shall not be responsible for delays arising from late submissions, incomplete information, or delayed decisions by the Client. All work must be undertaken in a professional manner that safeguards SAFCOL's reputation and complies with applicable legal, regulatory, and corporate reporting requirements.
S 210 Confidentiality	Resources must maintain highest level of confidentiality with regards to information they will access.
S 215 Security and protection of the Service Areas	The Service Provider shall ensure that all personnel accessing SAFCOL's premises comply with SAFCOL's security and identification protocols.
S 220 Security & identification of people	The Service Provider shall ensure that all personnel accessing SAFCOL's premises comply with SAFCOL's security and identification protocols. This includes: • Always carrying valid identification while on site; • Undergoing site induction where required; • Adhering to access control procedures, including signing in/out; SAFCOL reserves the right to deny entry or remove any individual who does not comply with these requirements.
S 225 Protection of Affected Property	The Service Provider shall take all necessary measures to protect existing property, infrastructure, services, equipment, and the surrounding environment that may be affected by the execution of the works. Any damage caused by the Service Provider's operations shall be promptly repaired or reinstated at the Service Provider's cost to the satisfaction of the Employer. Appropriate precautions, barriers, warning signs, and safe working practices shall be implemented to prevent damage, disruption, or injury throughout the duration of the contract.
S 245 Industrial relations	The Service Provider is responsible for managing all industrial relations matters related to its employees engaged in the execution of this contract. The Service Provider shall: • Ensure compliance with all applicable labour laws and regulations, including the Labour Relations Act, Basic Conditions of Employment Act, and relevant bargaining council agreements (if applicable); • Maintain a professional and disciplined workforce and ensure that its personnel conduct themselves appropriately when accessing Client premises; • Ensure that no unlawful industrial action, work stoppage, or protest interferes with the execution of the contract; • Promptly notify the Client of any potential or actual labour disputes that may affect the delivery of services or performance under the contract; • Take proactive measures to resolve disputes and maintain labour peace to avoid disruption to services. The Client may refuse entry to or request the removal of any personnel who, in their reasonable opinion, pose a safety risk, breach site rules, or fail to comply with labour and behavioural expectations
S 250 Control of works	The Service Provider shall plan, manage, supervise, and coordinate all aspects of the works to ensure that activities are carried out safely, efficiently, and in accordance with the contract requirements. Adequate resources, competent personnel, and effective communication shall be maintained throughout the execution of the works. The Service Provider shall monitor progress, implement corrective actions where necessary, and ensure compliance with all quality, environmental, and health and safety requirements. The Employer or Employer's Representative may monitor the works to verify compliance with the contract.

APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF SAFCOL'S INTEGRATED REPORT FOR A PERIOD OF THREE (3) FINANCIAL YEARS

S 255 Cleanliness	The Service Provider shall ensure that personnel always maintain highest level of hygiene.
S 260 Waste materials	Not applicable
S 270 BBB-EE requirements	As per tender requirements
S275 Use of local labour	Not applicable

S 800 Management of the service

S 805 Contract team – Others	The <i>Service Provider</i> and the <i>Service Manager</i> use the requirements of the early warning processes described in core clause 15, to <u>in addition</u> manage the progress of the <i>service</i> inclusive of • reviewing the progress of the <i>Service Provider</i> in achieving the objectives of the contract, • allowing the <i>Service Provider</i> to demonstrate from the current Accepted Plan its progress and planned activities for the coming 4 weeks, • acting as a combined management team by discussing reviewing and making decisions required in terms of the contract, and in doing so • cultivate a spirit of co-operation and mutual trust for the benefit of both Parties and all who attend and • attending to any other issues considered relevant by either Party and the <i>Service Manager</i> Early warning meetings may be convened at either Party's premises on an alternating basis as agreed between the <i>Service Provider</i> and the <i>Service Manager</i>. The <i>Service Manager</i> chairs the meeting and prepares the Minutes which are distributed to the <i>Client</i> and the <i>Service Provider</i> within 5 days of the meeting. Informal reviews or meetings may be held at the premises of either Party throughout the duration of the contract on a non-interference basis. These informal reviews require no additional preparation and are intended to support communication between the <i>Service Manager</i> and the <i>Service Provider</i>. All attendees at early warning meetings and any other meeting carry their own expenses incurred in connection with such attendance.
S810 Communication system TSC 13.2	All communications required under this contract shall be in writing and shall be communicated by electronic mail to the addresses stated in the Contract Data, unless otherwise instructed by the Service Manager. Communications relating to Early Warnings, Compensation Events, instructions, submissions, payment applications, reports, incidents, and contractual notices shall be submitted electronically and shall be deemed to have been communicated when received by the intended recipient. Any change to communication details shall be notified in writing in accordance with Clause 13 of the contract.
S 815 Management procedures	The Service Provider shall establish and maintain management procedures to ensure the effective delivery of the service throughout the contract period.

APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF SAFCOL'S INTEGRATED REPORT FOR A PERIOD OF THREE (3) FINANCIAL YEARS

	• Ensure that suitably qualified supervisory personnel are always available to manage and monitor service delivery. • Attend all meetings called by the Service Manager, including: ○ Contract commencement meetings; ○ Early Warning meetings; ○ Performance review meetings; ○ Ad hoc meetings as required. • Prepare and submit meeting agendas and minutes where requested by the Service Manager.
S 820 <i>Service Provider's</i> application for payment TSC 50.2	The Service Provider applies for payment with a tax invoice addressed to the South African Forestry Limited (SAFCOL) which must at least include the following information on each tax invoice: • Name and address of the Service Provider; • The official Purchase Order or Contract Number; • Tax Invoice Number; • The Service Provider's VAT registration number (if applicable); • The Client's VAT registration number which is 4830136596; • The invoiced amount - excluding VAT, the VAT and including VAT.

S 900 Working with the *Client* and Others

S 905 Sharing the Affected Property with the <i>Client</i> and Others TSC 23.1 TSC 60.1(6)	Not applicable
S 910 Co-operation TSC 23.1 TSC 60.1(6)	The Service Provider shall cooperate fully with the Employer, the Employer's Representative, other Service Providers, service providers, and affected stakeholders to ensure the efficient and safe execution of the works. The Service Provider shall coordinate activities to avoid delays, conflicts, disruption, or interference with others carrying out work on or near the site. All parties shall communicate effectively and provide reasonable assistance to facilitate the successful completion of the contract.
S 915 Co-ordination	The Service Provider shall coordinate all activities related to the works to ensure efficient execution and integration with other Service Providers, service providers, and stakeholders operating on or near the site. The Service Provider shall plan and schedule work to minimise disruption, avoid conflicts, and ensure that interfaces between different activities are properly managed. Effective communication and cooperation shall be always maintained to ensure the safe, timely, and successful completion of the works in accordance with the contract requirements.

S 1000 Services and other things to be provided

S 1005 Services and other things provided by the <i>Service Provider</i> for the use by the	The Service Provider shall provide all professional services, expertise, personnel, software, methodologies, and resources necessary for the development of SAFCOL's Integrated Report. This includes project planning and management, stakeholder engagement and interviews, content development and editing, integrated reporting advisory services, graphic design and
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APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF SAFCOL'S INTEGRATED REPORT FOR A PERIOD OF THREE (3) FINANCIAL YEARS

<i>Client, Service Manager or Others</i> TSC 23.2	layout, infographics, photography (where required), proofreading, quality assurance, and preparation of print-ready and electronic publication-ready versions of the report. The Service Provider shall facilitate review workshops, maintain a document tracking and comment resolution process, and provide draft and final reports in formats specified by SAFCOL.
S 1010 Services and other things to be provided by the <i>Client</i>. TSC 23.2	SAFCOL shall provide all information, documentation, access to personnel, facilities, stakeholder engagement support, reviews, approvals, and project coordination necessary to enable the Service Provider to prepare and deliver the Integrated Report in accordance with the agreed programme and quality requirements
S 1015 Equipment provided for the <i>Client's</i> use at the end of the Service Period TSC 71.2 TSC 92.1	Not applicable
S 1020 Information and other things provided by the <i>Service Provider</i> at the end of the Service Period TSC 71.2 TSC 92.1	All reports, working papers, designs, artwork, source files, and final deliverables produced under the contract shall be made available to SAFCOL for its unrestricted use and ownership upon completion of the services and payment in terms of the contract. The Service Provider shall also provide reasonable support during approval, publication, and launch processes as required by the Scope
S 1025 Statutory requirements	The Service Provider shall comply with all applicable statutory and regulatory requirements in performing the contract, including but not limited to legislation, regulations, by-laws, and mandatory industry standards in force from time to time.

S 1100 Health and safety

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

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

S 1105 Health and safety requirements TSC 25.4	(i) All personnel performing work on site/s as part of this contract are required to obtain safety induction. (ii) Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the Service Provider must meet with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests is always worn while on the Site. All personnel are to obey the relevant instructions, including signage related to restricted access on sites. (iii) SAFCOL manages the Service Provider 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 Service Provider accepts liability for any contraventions of the Act. Each member of the Service Provider's team, submit a signed indemnity form prior to entering the Site and keep it in the Service Provider's health and safety file where relevant.
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APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF SAFCOL'S INTEGRATED REPORT FOR A PERIOD OF THREE (3) FINANCIAL YEARS

S 1115 Statutory requirements	The Service Provider shall comply with all applicable statutory, regulatory, governance, and reporting requirements relevant to the preparation, design, production, and publication of SAFCOL's Integrated Report, including but not limited to: 1. Companies Act, 2008 (Act No. 71 of 2008) and all applicable regulations. 2. Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA) and Treasury Regulations applicable to Schedule 2 State-Owned Companies. 3. King IV Report on Corporate Governance for South Africa, including disclosure requirements relating to governance, ethics, performance, sustainability, and value creation. 4. International Integrated Reporting Framework (IIRC Framework) or its successor framework as adopted at the time of reporting. 5. International Financial Reporting Standards (IFRS) and any applicable financial disclosure requirements prescribed by SAFCOL's auditors and regulators. 6. Applicable Environmental, Social and Governance (ESG) reporting requirements and recognized sustainability reporting frameworks adopted by SAFCOL. 7. Promotion of Access to Information Act, 2000 (PAIA) and Protection of Personal Information Act, 2013 (POPIA) with regard to the handling, storage, processing, and disclosure of information obtained during execution of the Services. 8. All applicable forestry sector legislation, environmental legislation, labor legislation, and regulatory requirements affecting SAFCOL's reporting obligations. 9. Requirements of the: • Auditor-General of South Africa (AGSA); • Department of Forestry, Fisheries and Environment; • National Treasury; and • Any other regulatory authority having jurisdiction over SAFCOL. 10. SAFCOL's approved policies, reporting protocols, branding standards, governance frameworks, and internal approval processes. The Service Provider shall monitor changes in statutory and reporting requirements during the contract period and promptly advise SAFCOL of any changes that may affect the content, format, or timing of the Integrated Report.
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S 1200 Subcontracting

S 1205 Restrictions or requirements for subcontracting	The Service Provider may subcontract portions of the work only with the prior approval of the Employer or Employer's Representative, where required by the contract. The Service Provider remains fully responsible and accountable for the performance, quality, safety, and compliance of all subcontracted work. Subcontracting shall not relieve the Service Provider of any contractual obligations, and all subservice Providers must comply with the conditions, specifications, and requirements of the contract.
S 1210 Acceptance procedures TSC4 C, E 11.2(24)	The Service Provider submits the proposed subservice Provider's details for review and approval. The Employer or Employer's Representative evaluates the subservice Provider's qualifications, experience, capacity, and compliance with contractual, legal, and safety requirements. Upon successful assessment, formal written approval is issued

S 1300 Work call off arrangements.

S 1305 Works and services subject to call off	Not applicable
S 1310 Call off procedure.	Not applicable

S 2000 Low performance damages (Option X17)

S 2005 Service level requirements	Performance Measure	Required Performance Level	Low-Performance Damages
	Submission of First Draft Integrated Report	By the date stated in the Scope and accepted programme	R _____ per working day of delay
	Submission of Final Integrated Report	By the Completion Date	R _____ per working day of delay
	Quality of Draft Deliverables	No more than two review cycles required due to service provider errors or omissions	R _____ per additional review cycle
	Compliance with Reporting Frameworks (King IV, IFRS Sustainability, National Treasury and applicable reporting requirements)	100% compliance	Cost of correcting non-compliant sections plus R _____ per material non-compliance
	Attendance at Scheduled Project Meetings	Attendance at 95% of scheduled meetings	R _____ per missed meeting without prior approval
	Accuracy of Information Incorporation	All approved client comments incorporated correctly in revised drafts	R _____ per material omission requiring rework

S 2100 Client's service specifications and drawings

S 2105 Client's service specifications	Contents list or documents or both
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Part C4: Affected Property

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

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

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

S 2005	
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AP 400 property not owned by the *Client* that is used by the *Service Provider* in Providing the Service

AP 205	
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