

NEC4 Term Service Contract (TSC4)

Between	Komatiland Forests SOC Limited (KLF)	
	Reg No. 2000/023152/30	(the <i>Client</i>)
and	[Insert <i>Contractor's</i> registered name at award stage]	
	Reg No. ____	(the <i>Contractor</i>)
for	APPOINTMENT OF A SERVICE PROVIDER TO RENDER ENUMERATION SERVICES FOR A PERIOD OF THREE (3) YEARS	
		(the <i>service</i>)

Contents:

Page No

Part C1 Agreements & Contract Data

2 - 13

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Forms of Sureties (if applicable)

Part C2 Pricing Data

14 - 16

- C2.1 Pricing assumptions
- C2.2 The Activity Schedule (If Option A or C applies)

Part C3 Scope of Work

17 - 20

- C3.1 *Client's* Scope
- C3.2 Scope provided by the *Contractor* for its plan

Part C4 Affected Property

21

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 TO RENDER ENUMERATION 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 Tender¹.

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

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

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

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

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

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

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

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>Secondary Options</td> <td> <table border="1"> <tr><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> </td> </tr> </table>	Main Option	A – Priced contract with price list	Option for resolving and avoiding disputes	W1	Secondary Options	<table border="1"> <tr><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>	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	<table border="1"> <tr><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>	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						
X2 – Changes in Law													
X17 – Low service damages													
X18 – Limitation of liability													
X19 – Termination by either party													
X23 – Extending the service period													
Z – Additional conditions of contract													
11.2(15)	The <i>service is</i> <table border="1"> <tr> <td>Provision enumeration services at KLF plantations</td> </tr> </table>	Provision enumeration services at KLF plantations											
Provision enumeration services at KLF plantations													
10.1	<table border="1"> <tr> <td>The <i>Client</i> is</td> <td></td> </tr> <tr> <td>Name</td> <td>Komatiland Forest SOC Limited (KLF)</td> </tr> <tr> <td>Address for communications</td> <td></td> </tr> <tr> <td>Address for electronic communications</td> <td></td> </tr> </table>	The <i>Client</i> is		Name	Komatiland Forest SOC Limited (KLF)	Address for communications		Address for electronic communications					
The <i>Client</i> is													
Name	Komatiland Forest SOC Limited (KLF)												
Address for communications													
Address for electronic communications													
10.1	<table border="1"> <tr> <td>The <i>Service Manager</i> is</td> <td></td> </tr> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Address for communications</td> <td></td> </tr> <tr> <td>Address for electronic communications</td> <td></td> </tr> </table>	The <i>Service Manager</i> is		Name		Address for communications		Address for electronic communications					
The <i>Service Manager</i> is													
Name													
Address for communications													
Address for electronic communications													
10.1	The Affected Property is <table border="1"> <tr> <td>As per scope of work</td> </tr> </table>	As per scope of work											
As per scope of work													
11.2(16)	The Scope is in <table border="1"> <tr> <td>Part 3: Scope of Work and all documents and drawings to which it refers.</td> </tr> </table>	Part 3: Scope of Work and all documents and drawings to which it refers.											
Part 3: Scope of Work and all documents and drawings to which it refers.													
11.2(18)	The <i>shared services</i> which may be carried out outside the Service Areas are <table border="1"> <tr> <td>None</td> </tr> </table>	None											
None													

APPOINTMENT OF A SERVICE PROVIDER TO RENDER ENUMERATION SERVICES FOR A PERIOD OF THREE (3) YEARS

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	
	• Early enumeration • Thinning control • Working plan enumeration • Pre-clearfell enumeration	
15.2	Early warning meetings are to be held at intervals no longer than	no longer than four (4) weeks

2. The Contractor's main responsibilities

If Option C or E is used

20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	Not applicable
------	--	----------------

If neither of the above two main options apply

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

3 Time

31.2	The <i>starting date</i> is	
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>Contractor</i> is to submit a quality policy statement and quality plan is	Not applicable
------	---	----------------

5 Payment

51.1	The <i>currency of the contract</i> is the	South African Rand
------	--	--------------------

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

51.2

The period within which payments are made is

30 days from date of invoice

6 Compensation events

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

7 Title

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

8 Liabilities and insurance

If there are additional *Client's* liabilities

80.1

These are additional *Client's* liabilities

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

83.3 Insurance Table
row 3

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

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

83.3 Insurance Table
row 4

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

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

9 Termination

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

Resolving and avoiding disputes

APPOINTMENT OF A SERVICE PROVIDER TO RENDER ENUMERATION SERVICES FOR A PERIOD OF THREE (3) YEARS

W1.4(1), W2.4(1) and W3.3(1)	The <i>tribunal</i> is	Arbitration
W1.4(5), W2.4(4) and W3.3(4)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Anywhere in Gauteng, South Africa
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	
	The Chairman for time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	

W1.1(1)	The <i>Senior Representatives</i> of the <i>Client</i> are	
	Name (1)	
	Address for communications	
	Address for electronic communications	
	Name (2)	
	Address for communications	
	Address for electronic communications	
W1.2	The <i>Adjudicator</i> is (Name) [It is always preferable to name the <i>Adjudicator</i> at time of award. If this can be done delete this data and insert the name and contact details below.]	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)
	Address for communications	—
	Address for electronic communications	
	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.

X17: Low performance damages

X17.1 The *service level table* is

If the average deviation concerning diameter and/or stems per ha, of a compartment exceeds the above-mentioned percentages, then the team will redo the compartment at their cost.

If only the deviation in tree height exceeds the above-mentioned percentages, then no fine will be given. Only the heights must be remeasured.

The Forest Planner unauthorized the enumeration with the wrong tree heights until the tree heights were replaced by the re-measured tree heights. Process and authorize the enumeration again with the correct tree heights.

If more than two compartments exceed the maximum allowable deviation, then a written warning will be given to the enumeration contractor.

If the plots are not marked in the field and/or no GPS points are received, then a 20% reduction in tendered price per plot will be applied for these plots.

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:	R
X18.3	For any one event, the <i>Contractor'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>Contractor'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 12 months after the *starting date*.

The *periods for extension* are

Order	<i>period for extension</i> (months)	<i>notice date</i>
First		
Second		
Third		
Fourth		

The *criteria for extension* are

(1) In progress of placing a new contract

Z: Additional conditions of contract

The additional conditions of contract are

1

Mandatory probation period

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

2

Cession delegation and assignment

Z2.1 The Supplier does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Purchaser.
Z2.2 Notwithstanding the above, the Purchaser may on written notice to the Supplier cede and delegate its rights and obligations under this contract to any of its subsidiaries.

3

Ethics

Z3.1 Any offer, payment, consideration, or benefit of any kind made by the Supplier, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the Supplier's obligation to Provide the Goods and Services or taking any other action as appropriate against the Supplier (including civil or criminal action).
Z3.2 The Purchaser may terminate the Supplier's obligation to Provide the Goods and Services if the Supplier (or any member of the Supplier where the Supplier constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the Purchaser or other people or organisations and including in circumstances where the Supplier or any such member is removed from an approved vendor data base of the Purchaser as a consequence of such practice.

Part 2 – Data provided by the *Contractor*

1 General

10.1	The <i>Contractor</i> is	
	Name	
	Address for communications	
	Address for electronic communications	
11.2(20) & 16.3	The <i>service areas</i> are	All Plantations
24.1	The <i>key persons</i> are	
	Name (1)	
	Job	
	Responsibilities	
	Qualifications	
	Experience	
	Name (2)	
	Job	
	Responsibilities	
	Qualifications	
	Experience	
11.2(8)	The following matters will be included in the Early Warning Register:	
		- Early enumeration - Thinning control - Working plan enumeration - Pre-clearfell enumeration

2 The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its plan

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

Part C3 Scope of Work

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 Contractor* 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>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. Completed work is work without notified Defects the correction of which will delay the work of the <i>Contractor</i>, the <i>Client</i> or Others.
		(27) The People Rates are the <i>people rates</i> unless later changed in accordance with the contract.
		(28) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2: The *price list* Option A

[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	Komatiland Forests (KLF) enumeration requirements cover an area of 120,000 hectares (ha), from north and east of Louis Trichardt (Entabeni plantation) to south of Vryheid (Ngome plantation). Forest enumeration is a highly specialised activity conducted to obtain essential current parameters within each compartment, including diameter at breast height (DBH), stems per hectare, and tree height. It is therefore critical that enumeration teams deliver consistently accurate results. Accuracy and quality of work, rather than the quantity of work completed, will remain the key performance measures.
S 110 Description of the <i>service</i> (general only)	The following types of enumerations will be conducted: • Early enumeration – Conducted in un-thinned pine compartments after the first pruning lift. Purpose: update growth parameters (e.g., site index SI20) and allocate appropriate silvicultural prescriptions (regimes) for the compartment. • Thinning Control – Conducted after thinning has been marked. Its purpose is to evaluate marking quality to ensure the largest trees are retained, recalibrate growth models for accurate volume projections, and estimate product volumes at thinning. The assessment remains valid for three years and applies only to compartments larger than 3.0 ha, which must still be marked. • Working Plan Enumeration – Conducted at fixed five-year intervals after the last thinning operation. Purpose: update growth parameters to predict standing volume and project future volumes accurately. • Pre-Clearfell Enumeration – Conducted within two years of clear-felling. Purpose: update growth parameters and predict product volumes for comparison with actual harvested volumes. Valid for two years. Plot Centre The GPS gridlines guide navigation to plot centres. The transponder pole marks the centre. Follow these procedures: • Place the transponder pole vertically at the plot center. • Capture the center point with GPS and assign a plot number. • Mark each plot center with a painted stick at least 30 cm tall after removing the transponder pole. • Number the nearest unmarked tree with the plot number, facing the cruising line. Failure to mark plots will result in re-enumeration at the contractor's expense.

	Plot Boundary Use the Vertex to determine which trees fall within the plot radius (distance from the Vertex to the transponder). • Measure all trees within the radius. • For border trees, take at least two Vertex readings from opposite sides to confirm inclusion. • Hold the Vertex at mid-diameter height, aligned with DBH measurement height, and face the transponder during readings. DBH Measuring Apply the following procedures: • Use electronic callipers. • Ensure all three sides of the calliper arms touch the stem and remain stationary before capturing DBH; keep the calliper horizontal. • Measure DBH at 1.3 m above ground. • On slopes, measure from the side facing the transponder. • Exclude dead or broken trees without crowns or live branches. • For oval stems, measure the smallest DBH. • Measure all planted trees regardless of DBH. For natural regeneration: - o Pine: DBH $\geq$ 10 cm - o Eucalyptus: DBH $\geq$ 8 cm Height Measuring Follow these guidelines: • Use a Vertex hypsometer; aim at the tree tip with the red crosshair. • Measure DBH for every tree where height is recorded. • Record DBH and height on the electronic calliper or field form. • Heights must be in meters, accurate to 10 cm. • Take at least 40 height measurements per compartment, with one per plot minimum. • Mark trees measured for height with a painted dot facing the plot centre. • Select trees across the DBH range for height measurement. • Do not measure trees that are broken, forked, leaning, abnormal, dead, or dying. • On slopes, measure from the same contour level as the tree base. • Maintain a distance of at least one tree length for accuracy. • During windy conditions, wait for trees to stabilize before measuring.
--	--

S 200 Constraints on how the *Contractor* Provides the Service

S 205 General constraints	The Contractor shall provide and perform all services necessary for the proper execution and completion of the works, including planning, supervision, administration, mobilisation, coordination, safety management, quality control, environmental compliance, and site housekeeping. Unless specifically stated otherwise, the costs associated with these services shall be deemed to be included in the contract rates and prices, and no separate payment shall be made. The Contractor remains responsible for ensuring that all services are delivered in accordance with the contract requirements.
---------------------------	---

APPOINTMENT OF A SERVICE PROVIDER TO RENDER ENUMERATION SERVICES FOR A PERIOD OF THREE (3) YEARS

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 Supplier shall ensure that all personnel accessing SAFCOL's premises comply with SAFCOL's security and identification protocols.
S 220 Security & identification of people	The Supplier shall ensure that all personnel accessing SAFCOL's premises comply with SAFCOL's security and identification protocols. This includes: • Always carrying valid identification while on site; • Undergoing site induction where required; • Adhering to access control procedures, including signing in/out; SAFCOL reserves the right to deny entry or remove any individual who does not comply with these requirements.
S 225 Protection of Affected Property	The Contractor 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 Contractor's operations shall be promptly repaired or reinstated at the Contractor'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 Supplier is responsible for managing all industrial relations matters related to its employees engaged in the execution of this contract. The Supplier shall: • Ensure compliance with all applicable labour laws and regulations, including the Labour Relations Act, Basic Conditions of Employment Act, and relevant bargaining council agreements (if applicable); • Maintain a professional and disciplined workforce and ensure that its personnel conduct themselves appropriately when accessing Client premises; • Ensure that no unlawful industrial action, work stoppage, or protest interferes with the execution of the contract; • Promptly notify the Client of any potential or actual labour disputes that may affect the delivery of services or performance under the contract; • Take proactive measures to resolve disputes and maintain labour peace to avoid disruption to services. The Client may refuse entry to or request the removal of any personnel who, in their reasonable opinion, pose a safety risk, breach site rules, or fail to comply with labour and behavioural expectations
S 250 Control of works	The Contractor 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 Contractor 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.
S 255 Cleanliness	The supplier shall ensure that the vehicles and personnel always maintain highest level of hygiene.
S 260 Waste materials	The Contractor shall manage, handle, store, transport, and dispose of all waste materials generated during the execution of the works in accordance with applicable environmental legislation, site requirements, and good industry practices. Waste shall be removed regularly to maintain a safe and orderly worksite. Hazardous and non-hazardous waste shall be

	segregated and disposed of at approved facilities. The Contractor shall be responsible for preventing pollution and shall leave the site clean and free of waste upon completion of the works.
S 270 BBB-EE requirements	As per tender requirements
S275 Use of local labour	The tender must as far as possible, source local labour from surrounding communities.

S 800 Management of the *service*

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

	• 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 Contractor's application for payment TSC 50.2	The Contractor applies for payment with a tax invoice addressed to the Komatiland Forest SOC Limited (KLF) which must at least include the following information on each tax invoice: • Name and address of the Contractor; • The official Purchase Order or Contract Number; • Tax Invoice Number; • The Contractor's VAT registration number (if applicable); • The Client's VAT registration number which is 4830136596; • The invoiced amount - excluding VAT, the VAT and including VAT.

S 900 Working with the *Client* and Others

S 905 Sharing the Affected Property with the <i>Client</i> and Others TSC 23.1 TSC 60.1(6)	The Contractor acknowledges that the Affected Property will remain operational throughout the Service Period and will be shared with the Client and Others. The following parties may occupy, access, use or undertake activities on the Affected Property: • SAFCOL employees and representatives. • Contractors and subcontractors appointed directly by the Client. • Forestry operations personnel. • Fire management and firefighting teams. • Maintenance contractors. • Visitors authorised by the Client. • Government officials and regulatory authorities. • Emergency services personnel. The Contractor shall plan and execute the service to accommodate the activities of the Client and Others and shall cooperate with all parties occupying or working on the Affected Property.
S 910 Co-operation TSC 23.1 TSC 60.1(6)	The Contractor shall cooperate fully with the Employer, the Employer's Representative, other contractors, service providers, and affected stakeholders to ensure the efficient and safe execution of the works. The Contractor 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 Contractor shall coordinate all activities related to the works to ensure efficient execution and integration with other contractors, service providers, and stakeholders operating on or near the site. The Contractor 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 maintained at all times 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>Contractor</i> for the use by the <i>Client</i>, <i>Service Manager</i> or Others TSC 23.2	The Contractor shall provide all services, facilities, equipment, information, documentation, access, and reasonable assistance required by the Client, Service Manager, or other authorised parties to facilitate the execution, supervision, inspection, testing, monitoring, and administration of the works. Such provisions shall be made available as required by the contract and shall be maintained in a suitable condition for the duration of the works. Unless otherwise stated in the contract, the costs associated with providing these services and facilities shall be deemed to be included in the contract rates and prices.
S 1010 Services and other things to be provided by the <i>Client</i>. TSC 23.2	An A3 Map with the locations of KLF plantations or GPS coordinates will be provided that will assist with the cost calculation for bidders. The Planning Department will provide GIS shape files of the plantations and a grid layer that will be needed for the layout of plots. Forest Planners will provide the list of working plan enumerations at the beginning of a financial year to the contractor. Thinning control and early enumeration compartments will be sent to the contractor once marked for thinning or after the first pruning is done, as applicable. Enumerations must be done according to KLF procedures.
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>Contractor</i> at the end of the Service Period TSC 71.2 TSC 92.1	All information collected during the duration of the contract must be retained by the client at the end of the contract.
S 1025 Statutory requirements	The Supplier shall comply with all applicable statutory and regulatory requirements in performing the contract, including but not limited to legislation, regulations, by-laws, and mandatory industry standards in force from time to time.

S 1100 Health and safety

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

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

S 1105 Health and safety requirements TSC 25.4	(i) All personnel performing work on site/s as part of this contract are required to obtain safety induction. (ii) Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the Contractor must meet with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the Site. All personnel are to obey the relevant instructions, including signage related to restricted access on sites. (iii) SAFCOL manages the Contractor in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The Contractor accepts liability for any contraventions of the Act. Each member of the Contractor's team, submit a signed indemnity form prior to entering the Site and keep it in the Contractor's health and safety file where relevant.
S 1115 Statutory requirements	The Contractor shall comply with all applicable legislation, regulations, by-laws, codes of practice, permits, licences and statutory requirements applicable to the provision of enumeration services in the Republic of South Africa, including but not limited to: • The Occupational Health and Safety Act, 1993. • The Compensation for Occupational Injuries and Diseases Act. • The Basic Conditions of Employment Act. • The Labour Relations Act. • The National Minimum Wage Act. • Applicable bargaining council agreements and sectoral determinations. • The Protection of Personal Information Act. • Environmental and forestry legislation applicable to SAFCOL sites. • All municipal by-laws and statutory requirements applicable to the service.

S 1200 Subcontracting

S 1205 Restrictions or requirements for subcontracting	The Contractor may subcontract portions of the work only with the prior approval of the Employer or Employer's Representative, where required by the contract. The Contractor remains fully responsible and accountable for the performance, quality, safety, and compliance of all subcontracted work. Subcontracting shall not relieve the Contractor of any contractual obligations, and all subcontractors must comply with the conditions, specifications, and requirements of the contract.
S 1210 Acceptance procedures TSC4 C, E 11.2(24)	The Contractor submits the proposed subcontractor's details for review and approval. The Employer or Employer's Representative evaluates the subcontractor'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	Work instructions will be issued as and when required, indicating the scope, location, and required completion dates. Resources shall be mobilised upon receipt of a valid call-off instruction, and all work shall be carried out in accordance with the agreed contract terms, specifications, and safety requirements.
S 1310 Call off procedure.	The Employer issues a formal Call-Off Instruction specifying the scope, location, quantities, and required completion period. Upon receipt, the Contractor acknowledges the instruction,

	mobilises the necessary resources, and executes the work in accordance with the contract requirements. Progress is monitored throughout execution, and upon completion, the work is inspected, certified, and processed for payment. The call-off is formally closed once all required documentation has been submitted and accepted.
--	--

S 2000 Low performance damages (Option X17)

S 2005 Service level requirements	If the average deviation concerning diameter and/or stems per ha, of a compartment exceeds the above-mentioned percentages, then the team will redo the compartment at their cost. If only the deviation in tree height exceeds the above-mentioned percentages, then no fine will be given. Only the heights must be remeasured. The Forest Planner unauthorized the enumeration with the wrong tree heights until the tree heights were replaced by the re-measured tree heights. Process and authorize the enumeration again with the correct tree heights. If more than two compartments exceed the maximum allowable deviation, then a written warning will be given to the enumeration contractor. If the plots are not marked in the field and/or no GPS points are received, then a 20% reduction in tendered price per plot will be applied for these plots.
-----------------------------------	--

S 2100 Client's service specifications and drawings

S 2105 Client's service specifications	Contents list or documents or both
--	------------------------------------

Part C4: Affected Property

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

AP 105	All Plantations
--------	-----------------

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

AP 205	
--------	--

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

S 2005	
--------	--

AP 400 property not owned by the *Client* that is used by the *Contractor* in Providing the Service

AP 205	
--------	--