

T2.1 Tender Returnables for

NEC3/NEC4 Professional Service Contract (PSC3/PSC4)

Between **The Council for Scientific and Industrial Research (CSIR).** (the *Client*)
Reg No. Not applicable

and **[Insert at award stage]** (the *Consultant*)
Reg No. _____

for **Engineering & Project Management services for the modification of the pilot plat to accommodate additional equipment** (the *service*)

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Part C1 Agreements and Contract Data

C1.1: Form of Offer & Acceptance

Offer

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

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* 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 for the engineering services phase plus estimated <i>expenses</i> exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the Prices and <i>expenses</i> inclusive of VAT is ¹	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 *Consultant* 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 This total is required by the *Client* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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 Consultant 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

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), together with all the terms of the contract as listed above.

Unless the tenderer (now *Consultant*) 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

CSIR, Meiring Naudé Road, Brummeria, Pretoria, 0001

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations to be completed by the *Client* prior to contract award

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

	For the tenderer:	For the <i>Client</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	CSIR, Meiring Naudé Road, Brummeria, Pretoria, 001
Name & signature of witness	_____	_____
Date	_____	_____

Contract Data Part two - Data provided by the *Consultant*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
- In the left-hand column where a note begins, "If ----" either complete the data and delete the note if the option applies, or delete the note and the rows of data relevant to that note if the option has not been selected.]

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

1 General

10.1	The <i>Consultant</i> is	
	Name	[•]
	Address for communications	[•]
	Address for electronic communications	[•]
11.2(8)	The <i>fee percentage</i> is	[•]%
21.1	The <i>key persons</i> are	
	Name (1)	[•]
	Job	[•]
	Responsibilities	[•]
	Qualifications	[•]
	Experience	[•]
	Name (2)	[•]
	Job	[•]
	Responsibilities	[•]
	Qualifications	[•]
	Experience	[•]
15.2	The following matters will be included in the Early Warning Register	[•]

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3 Time

31.1	The programme identified in Contract Data is	[•]
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5 Payment

11.2(15)	The <i>activity schedule</i> is in	Part 2 Pricing Data section C2.2
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11.2(22)	The tendered total of the Prices is	R
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Resolving and avoiding disputes

W1.1 The *Senior Representatives of the Consultant* are

Name (1)	[•]
Address for communications	[•]
Address for electronic communications	[•]
Name (2)	[•]
Address for communications	[•]
Address for electronic communications	[•]

Data for the Short Schedule of Cost Components

11.2(19) and SSC 11 The *people rates* are

Category of person	unit	rate
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

[•]	[•]	[•]

Part C2 Pricing Data - Option A

C2.1 Pricing assumptions Option A

How work is priced and assessed for payment

Option A is a lump sum form of contract where the work to be done is broken down into well-defined activities each listed in the *activity schedule* and priced by the tendering consultant as a lump sum. (See clause 11.2(22)).

Only completed activities which are without Defects are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date. (See clause 11.2(20)).

The *activity schedule* may change after the Contract Date as a result of compensation events. (See clause 11.2(15)).

Function of the Activity Schedule

The Activity Schedule is only a pricing document. Clause 55.1 in Option A states: "Information in the Activity Schedule is not Scope". Specifications and descriptions of the service or any constraints on how it is to be done are included in the Scope and per Clause 20.1, "The *Consultant* Provides the Service in accordance with the Scope" and therefore not in accordance with the Activity Schedule.

Link to the programme

Clause 31.4 in Option A states that "The *Consultant* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme submitted for acceptance". Ideally the tendering consultant will develop a high level programme first then resource each activity on the programme and thus arrive at the lump sum price for that activity which is entered into the *activity schedule*.

Preparing the activity schedule

The tendering consultant prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The description of each activity must be enough to determine exactly what work is included within it and to know when it has been completed.

Each deliverable identified in the Scope must be shown in the *activity schedule* using the opening words "Deliver and obtain acceptance by the *Service Manager* for" In effect this means the *Consultant* can only claim payment for that activity once the deliverable has been accepted by the *Service Manager*.

It is assumed that in preparing the *activity schedule* the *Consultant*:

- Has taken account of the guidance given in the "User Guide, Preparing a Professional Service Contract";
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on each programme which it submits for acceptance by the *Service Manager*;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the Contract Date, as well as correct Defects except correcting a Defect for which the *Consultant* is not liable;
- Has priced work it decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at time of tender. The only basis for a change to the Prices is because of a compensation event.

However, the *Consultant* does not have to allow in its Prices for matters that may arise as a result of a compensation event.

Expenses

Expenses are not included in the *activity schedule* items and are assessed separately at each assessment date.

Expenses associated with employing a staff member in Providing the Service are listed separately by the *Client* in Contract Data provided by the *Client*. As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Service is treated as being included within the Activity Schedule prices or People Rates.

People Rates

When a compensation event occurs changes to the affected Activity Schedule item or new priced items in the Activity Schedule are assessed as the actual Defined Cost for work already done and the forecast Defined Cost for work not yet done. (See clause 63.1, then 11.2(16) and 63.13 in Option A)

Defined Cost is the cost of the components in the Short Schedule of Cost Components (Clause 11.2(16)). These components comprise cost of people using the People Rates for the time spent working on the compensation event and any payment due to Subcontractors for their involvement in the compensation event.

Tendering consultants enter *people rates* in Contract Data provided by the *Consultant* for categories of persons.

The *expenses* are: (See Data by *Client* for expenses which can be claimed and their rates)

No.	Expense item	Amount / rate excluding VAT

DECLARATION BY TENDERER

Only tenderers who completed the declaration below will be considered for evaluation.

RFP No:

I hereby undertake to render services described in the attached tendering documents to CSIR in accordance with the requirements and task directives / proposal specifications stipulated in RFP No..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the CSIR during the validity period indicated and calculated from the closing date of the proposal.

I confirm that I am satisfied with regards to the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.

I declare that I have no participation in any collusive practices with any tenderer or any other person regarding this or any other proposal.

I accept that the CSIR may take appropriate actions, deemed necessary, should there be a conflict of interest or if this declaration proves to be false.

I confirm that I am duly authorised to sign this proposal.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE: