HEAD OFFICE
PO Box 1771
Silverton 0127
TEL: +27 12 436 6300

REQUEST FOR QUOTATIONS (RFQ)

You are hereby invited to submit Quotation for the requirements of SAFCOL SOC LTD		
RFQ number:	RFQ804/250/30/2025	
RFQ Issue Date	05/08/2025	
Closing date and Time	20/08/2025 At 12:00PM (Late responses will not be accepted)	
COMPULSORY/ NON COMPULSORY BRIEFING SESSION	None	
Briefing Session Date and Time: (IF APPLICABLE)	None	
RFQ validity period:	60 days (commencing from the RFQ Closing Date)	
RFQ Description:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TACTICAL SECURITY SERVICES AT BROOKLANDS AND TWEEFONTEIN PLANTATION FOR A PERIOD OF SIX (6) MONTHS	
Technical/Specification queries must be emailed to :		LindiweB@safcol.co.za Please use the RFQ Number on the subject of the email when submitting your query 013 754 2700 / 060 960 6579
RFQ responses must be emailed to :		RFQNorth@safcol.co.za PLEASE USE THE RFQ NUMBER AND DESCRIPTION ON THE SUBJECT LINE OF THE EMAIL WHEN RESPONDING TO THIS RFQ Submissions not sent to RFQNorth@safcol.co.za will not be considered

NAME OF SERVICE PROVIDER:____

TOTAL PRICE (INCL VAT):____

CONDITIONS OF THIS RFQ

- Service providers must complete in full the RFQ document and ensure that quotation is on the **company letterhead**.
- Quotations must be e-mailed to the address provided herein All service providers must submit their B-BBEE Verification Certificates from Verification Agencies accredited by the South African Accreditation System (SANAS) OR an EME/ QSE sworn affividavit **signed by the EME representative and attested by a Commissioner of Oaths**
- Late and incomplete submissions will not be accepted.
- Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform SAFCOL before RFQ closing date.
- All SBD documents must be always signed and sent back with the quotation
- Service Providers bidding as a Joint Venture - Consolidated BEE certificate in cases of Joint Venture

SPECIAL CONDITIONS OF THIS RFQ

- Accepted RFQ's will be communicated by way of an official purchase order or a promisory note signed by a duly authorised official . Accordingly no goods; services or works must be prepared or delivered before an official purchase order or a promisory note is received by the respondent, .
- All prices quoted must be firm and be inclusive of Value Added Tax(VAT), where applicable
- The lowest or any offer will not necessarily be accepted and SAFCOL reserves the right to accept any offer either in full or in part.
- The offer shall remain binding and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing time and date of this RFQ.
- SAFCOL reserves the right not to make an appointment for this RFQ.

PROTECTION OF PERSONAL INFORMATION

- In responding to this RFQ , SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that is shall only process the information disclosed by bidders in their response to this RFQ for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

- Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any process any personal information disclosed by SAFCOL in the bidding process in the same manner

REASONS FOR DISQUALIFICATION

Service providers will be disqualified for the following:

1. Non compliance tax status at the time of award, verification of tax compliance status will be verified with Central Supplier Database(CSD) or through SARS's e-Filing. Service providers will be given 7 working days to rectify their tax compliance status with SARS. If the tax status is still non-compliant after 7 working days, the service provider will be disqualified from further evaluation.

2. Submitted information that is fraudulent; factually untrue or inaccurate for example membership that do not exist; B-BBEE credentials; experience etc.
3. Service providers who made false declarations on the Standard Bidding Documents or misrepresented facts and or;
4. Service providers who are listed on the National Treasury's Database of restricted suppliers and defaulters
5. Failure to quote in line with the specification

I hereby accept the above-mentioned conditions

This RFQ is subject to the SAFCOL general conditions of the RFQ, and SAFCOL's general conditions of purchase , if applicable, any other special conditions of contract (SCC).

NAME OF BIDDER (COMPANY NAME)…………………………………… SIGNATURE…………………………

CAPACITY………………………………………………. DATE…………………………………

TERMS OF REFERENCE/SCOPE OF WORK

Tactical response units

1. SAFCOL requires effective and professional tactical response teams for a minimum period of six (6) months with a proven service/track record in the forestry industry and a footprint in the Lowveld area.
2. SAFCOL requires a 24 hours tactical response team
3. Stringent standards on the resources needed to combat the crime (disqualifiers).
   a. Weapons (rifles and/or shotguns) compulsory- evidence of competencies, fire arm licences and inspectorate to ensure its safety inspections and compliance is adhered to
   b. Access Armed vehicles compulsory-to be used if necessary
   c. Properly trained personnel compulsory- proof of crowd control, ground control missions-and crime prevention training
   d. 4x4 (5 seater as a minimum) compulsory dedicated vehicles- no persons permitted to travel on the back of bakkies
   e. Vehicles to be appropriately branded with the company logo
   f. Communication system should be in place- Digital Radios, Radio phone ownership/hire compulsory etc.
   g. Liability of anything that would transpire get stolen in the presence of the security company (unlimited value)
   h. Public liability of a minimum of R10 million compulsory
   i. Capacity to forensically investigate illegal sawmillers for arrest and possible prosecution.
   j. Travel allowance should be included in the package (no additional invoicing for km Travelled)
   k. Management and monitoring system in place
   l. Ability to communicate on company specific communications networks
4. All resources to be verified before appointment is done.
5. Areas for work are the following focus areas
   a. Sabie Area - Tweefontein, Brooklands

6. Swartfontein available as split base for operations
7. Flexibility to move operations to respond to changing dynamics of threats. Including criminal activities on neighbouring plantations as the hotspots changes. This will allow the service provider to migrate with the criminals until they are completely eliminated.
8. The providers to respond to other illegal activities in the plantations, other than illegal harvesting
   - Tactical response teams duties include:
     - At least 3 armed guards to have an **allocated vehicle**:
       - At least B grade guards
       - Roles responsibilities:
         - Patrol
         - React to criminal activities

Project Manager to manage the SAFCOL operations should be included. Based at Swartfontein

Delivery Address

South African Forestry Company SOC Limited (SAFCOL)
Brooklands Plantation
R37 Nelspruit Lydenburg Road
Sabie
1260

Delivery Address

South African Forestry Company SOC Limited (SAFCOL)
Tweefontein Plantation
R532 Sabie Graskop Road
Klein Sabie
1260

RETURNABLE DOCUMENTS

- Fully completed and signed RFQ
- Official Quotation on the company letter head
- Latest Tax Clearance
- Latest BBBEE certificate- SANAS Accredited or sworn affidavit for EME/QSE
- CSD Report or (MAAA number)
- ID copies of company directors

I, the undersigned, for and on behalf of the Service Provider, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

……………………………………..	…………………………………
Name (print)	**Signature**
……………………………………..	………………………………..
Capacity	**Date**

Evaluation Criteria

Quotations will be evaluated in accordance with SAFCOL Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2022; the bid evaluation process shall be carried out in the following phases namely:

Phase 1: Administrative Compliance Evaluation

Phase 2: Mandatory Evaluation

Phase 3: Price and Specific Goals Evaluation

Phase 1: Administrative Compliance requirements

1. Completion in full of the Request for Proposal document
2. Completion of all SBD Forms(Declaration Forms)
3. Proof that tax matters with SARS are in order(SARS Pin Number/ Tax Clearance Certificate)
4. Proof of company registration documents(e.g Pty;Trust; CC etc)
5. Original or copy of B-BBEE Level of contribution Certificate or Sworn Affidavit signed by the deponent and the Commissioner of Oath (Failure to attach certificate will lead to non-allocation of points)
6. Registration with National Treasury Central Supplier Database (CSD), if not registered on CSD, successful bidder must register within 7 working days of award
7. ID copies of company directors

Written confirmation of the prospective service provider's commitment and capability to comply with –

- • SHEQ requirements (as per paragraph 5 below);
- • Legal requirements (as per paragraph 6 below); and

Labour statutory requirements (as per paragraph 7 below).
Proof of the prospective bidder's (i.e. Company) PSIRA registration
Proof of the PSIRA registrations of the Directors of the prospective bidder (i.e. Personal)
A letter of good standing of the prospective bidder with PSIRA
Grade C security guards and Grade B supervisor
PSIRA registration of directors
Letter of Good Standing with PSIRA (For the Company)
Confirmation of availability control room to respond to emergencies and coordinate security resources
NB. Bidder must maintain a sound financial position that enables it to carry all capital and operational expenditure required to deliver on the requirements for the duration of the SLA, irrespective of whether and at how many other. SAFCOL sites the bidder is or may in future be deployed.

Phase 2: Mandatory Evaluation

Description	Comply/Not Comply
Traceable and contactable references in the form of either: • letters with client contact persons from clients on a company letterhead; or • Reference List with client contact persons and details (see attached reference list) Confirming that prospective service provider has at least 5 years' experience in the Forestry industry, specifically in the Lowveld area, in providing Tactical Response Services. SAFCOL will confirm and verify the information. References that cannot be adequately verified by clients will result in disqualification.	
E-natis document confirming ownership of tactical response vehicle to be used in operation. Vehicle must conform to the following specifications: • 4x4 (5 seater as a minimum) compulsory dedicated vehicles- no persons permitted to travel on the back of bakkies • Vehicles to be appropriately branded with the company logo • Communication and vehicle tracking system should be in place, installed Vehicle will be inspected, prior to award. Vehicles that do not conform to above will be disqualified.	

Phase 3: Price and Specific Goals Evaluation

Only bids that meet the requirement will be evaluated further in terms of price and specific goals evaluation, as follows:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	**100 points**

SPECIFIC GOALS FOR THIS RFQ AND POINTS THAT MAY BE CLAIMED ARE INDICATED AS PER TABLE BELOW:

Criteria	Points
	(80/20 system)
51% and above Black Owned entities	20
Total Points	**20**

<u>DOCUMENTS REQUIREMENT FOR VERIFICATION OF POINTS ALLOCATION</u>: -

No.	Procurement Requirement	Required Proof Documents
2.1	51% and above Black Owned entities	• CIPC registration documents • B-BBEE certificate/sworn affidavit • South African Identification Document
2.2	30% and above Black Women Owned	• CIPC registration documents • B-BBEE certificate/sworn affidavit • South African Identification Document
2.3	Atleast 51% Owned By People With Disabilities	• Letter from the Doctor confirming Disability • South African Identification Document
2.4	Atleast 51% Black Youth Owned	• CIPC registration documents • B-BBEE certificate/sworn affidavit • South African Identification Document
2.5	Implementation of RDP goals (Locality) Points	• Proof of residence in a form of a Municipal Bill or letter from recognized council confirming business address of the bidder • South African Identification Document

SAFCOL SUPPLIER CODE OF CONDUCT

Click on the following link to access the SAFCOL Supplier Code of Conduct and confirm as indicated below:

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.safcol.co.za/wp-content/uploads/2023/12/SCM-DOC-001-SUPPLIER-CODE-OF-CONDUCT.pdf

I confrm that I have read and understood SAFCOL supplier code conduct and that I will adhere to all the conditions contained therein.

NAME OF BIDDER (COMPANY NAME)…………………………………… SIGNATURE…………………………

CAPACITY……………………………………………….. DATE…………………………………..

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

…………………………………………………………………………………

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

…………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:
……………………………………………………………………………….
……………………………………………………………………………….

3 DECLARATION

I, the undersigned, (name)……………………………………………………………………. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the

bidder was not involved in the drafting of the specifications or terms of reference for this bid.

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total Points for PRICE and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tender must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
51% and above Black Owned entities	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……………………………………………………………………

4.4. Company registration number: ……………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deeme necessary.

………………………………………… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: ………………………………………………………
DATE: ………………………………………………………
ADDRESS: ………………………………………………………
………………………………………………………
………………………………………………………
………………………………………………………

NEC4 Term Service Contract (TSC4)

Between	**South African Forestry Company SOC Ltd (SAFCOL)**	
	Reg No. 2000/023152/30	**(the *Client*)**
and	**[Insert *Contractor*'s registered name at award stage]**	
	Reg No. ___	**(the *Contractor*)**
for	**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TACTICAL SECURITY SERVICES AT BROOKLANDS AND TWEEFONTEIN PLANTATION FOR A PERIOD OF SIX (6) MONTHS**	
	for a period of six (6) months	**(the *service*)**

Contents: **Page No**

Contract No.	**RFQ/737/095/2025**

Part C1: Agreements and Contract Data

6 C1.1 Form of Offer and Acceptance

1..1 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 PROVIDE TACTICAL SECURITY SERVICES AT BROOKLANDS AND TWEEFONTEIN PLANTATION FOR A PERIOD OF SIX (6) MONTHS

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[3].

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)*	

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

Name & signature of witness			Date	

1..2 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*	SAFCOL 209 Aramist Avenue, Menlyn Maine Pretoria, 0181			
Name & signature of witness			Date	

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

1..3 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. Insert particulars in place of this symbol and delete rows not required.

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 shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	**For the *Client***
Signature		
Name		
Capacity		

On behalf of	SAFCOL 209 Aramist Avenue Menlyn Maine Pretoria, 0181		*(Insert name and address of organisation)*
Name & signature of witness			
Date			

6 C1.2 TSC4 Contract Data

1..1 Part one - Data provided by the *Client*

Read the relevant clauses in the conditions of contract before entering data. The number of the clause which requires the data is shown in the left-hand column for each statement. Other clauses may also use the same data.

Boxes like this are used to denote where data is inserted	

Where appropriate dashes like this _______ are also used. **Double click** on the dash to enter the required data.

In the left-hand column where a note begins with the word, "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		
11.1	The *conditions of contract* 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).	
	Main Option	A – Priced contract with price list
	Option for resolving and avoiding disputes	W1

	Secondary Options	X1 – Price adjustment for inflation
		X2 – Changes in the law
		X8 – Undertakings to the Client (SAFCOL)
		X18 – Limitation of liability
		X19 – Termination by either party
		X23 – Extending the service period
		Z – Additional conditions of contract
11.2(15)	The *service* is	**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TACTICAL SECURITY SERVICES AT BROOKLANDS AND TWEEFONTEIN PLANTATION FOR A PERIOD OF SIX (6) MONTHS**
10.1	The *Client* is	
	Name	
	Address for communications	
	Address for electronic communications	
10.1	The *Service Manager* is	
	Name	To be completed after award
	Address for communications	To be completed after award
	Address for electronic communications	To be completed after award
10.1	The Affected Property is	Include the names of the properties where this service is required

11.2(16)	The Scope is in	Part 3: Scope of Work and all documents and drawings to which it refers.
11.2(18)	The *shared services* which may be carried out outside the Service Areas are	None

13.1	The *language of this contract* is	English
12.2	The *law of the contract* is the law of	the Republic of South Africa

13.3	The *period for reply* is	Two weeks	except that	
	• The period for reply for		is	
	• The *period for reply* for		is	

15.2 The following matters will be included in the Early Warning Register

Not applicable

15.2	Early warning meetings are to be held at intervals no longer than	

2. The Contractor's main responsibilities (Not applicable)

If Option C or E is used

20.4	The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than	

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 *starting date* is	

30.1	The *service period* is:	
32.2	The *Contractor* submits revised plans at intervals no longer than	
	The period within which the *Contractor* is to submit a Task Order programme for acceptance is	

If no plan is identified in part two of the Contract Data

31.1	The period after the Contract Date within which the *Contractor* is to submit a first plan for acceptance is	

4 Quality management (Not applicable)

40.2	The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is	

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	After 30 days

6 Compensation events (Not applicable)

If Option A is used

63.12	The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is	___ %

If there are additional compensation events

60.1(21)	These are additional compensation events

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
	(1) (2)
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 R ___ (Rands).

If the *Client* is to provide Plant and Materials and the *Contractor* is providing insurance against loss of or damage to the Plant and Materials:

83.3 Insurance Table row 1	The insurance against loss of or damage to Plant and Materials and Equipment is to include	
	cover for Plant and Materials provided by the *Client* for an amount of	R ___

If the *Client* is to provide any of the insurances stated in the Insurance Table

If additional insurances are to be provided

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	________ 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

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.]**	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 *Adjudicator nominating body* 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.

If Option X1 is used

X1: Price adjustment for inflation (used only with Options A, and C)

X1.1(c) The proportions used to calculate the Price Adjustment Factor are

0.	linked to the index for	
0.	linked to the index for	
0.	linked to the index for	
0.	linked to the index for	
0.	linked to the index for	
0.	non-adjustable	
1.00		

The *base date* for indices is	
The *inflation adjustment dates* are	
These indices are	

If Option X3 is used

X3: Multiple currencies (used only with Option A)

X3.1 The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency

The *exchange rates* are those published in

	on		(date)

The items & activities will be paid in the other currency
- to a foreign Bank account nominated by the *Contractor*
- to a valid SARB approved CFC account in South Africa
- in accordance with an alternative payment method agreed with the *Client* before the Contract Date.

(select one of the three methods as agreed with the *Contractor*, delete the others and this note)

If Option X4 is used

X4: Ultimate holding company guarantee

There is no reference to Contract Data in this Option

If Option X8 is used

X8: Undertakings to the *Client* or Others

X8.1 The *undertakings to Others* are

provided to:

X8.2 The *Subcontractor undertaking to Others* are

works	provided to

X8.3 The *Subcontractor undertaking to the Client* are

works

If Option X10 is used

X10: Information modelling

X10.4(1)	If no *information execution plan* is identified in part two of the Contract Data, the period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is	
	The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use reasonable skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim	R
	The period following the end of the Service Period or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is	

If Option X11 is used

X11: Termination by the *Client* (not used with Option X19)

There is no reference to Contract Data in this Option

If Option X12 is used

X12: Multiparty collaboration (not used with Option X20)	
X12.1(1)	The *Promoter* is
X12.1(2)	The Schedule of Partners is in
X12.2(1)	The *Promoter's objective* is
X12.1(6)	The Partnering Information is in

If Option X13 is used

X13: Performance bond (not used with Option X20)		
X13.1	The amount of the performance bond is	R

If Option X17 is used

1..1.1 X17: Low performance damages	
X17.1	The *service level table* is

If Option X18 is used

1..1.2 X18: Limitation of liability		
X18.2	The *Contractor*'s liability to the *Client* for indirect or consequential loss is limited to:	
X18.3	For any one event, the *Contractor*'s liability to the *Client* for loss of or damage to the *Client*'s property is limited to:	R

X18.4	The *Contractor*'s liability for Defects due to its design of an item of Equipment is limited to	R
X18.5	The *Contractor*'s total liability to the *Client* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	R
X18.6	The *end of liability date* is	____ years after the end of the Service Period

If Option X19 is used

1..1.3 X19: Termination by either Party (not used with Option X12)

X18.6	The *minimum period of service* is	____ years after the *starting date*.
	The *notice period* is	

If Option X20 is used

X20: Key Performance Indicators (not used with Option X12)

X20.1	The *incentive schedule* for Key Performance indicators is in	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	________ months

If Option X23 is used

1..1.4 X23: Extending the Service Period

The *maximum service period* is ____ years after the *starting date*.

The *periods for extension* are

Order	*period for extension* (months)	*notice date*
First		
Second		
Third		

Fourth		

If there are criteria for extension

The *criteria for extension* are

(1)
(2)
(3)

If Option X24 is used and Option C is not used

1..1.5 X24: The accounting periods

The *accounting periods* are

(1)
(2)
(3)

If Option X24 is used with Option C

The *accounting periods* are the dates stated in the Contract Data of assessment of the *Contractor*'s share

If Option Z is used

Z: Additional conditions of contract

The *additional conditions of contract* are

1	
2	
3	

4

1..2 Part 2 – Data provided by the *Contractor*

Read the relevant clauses in the conditions of contract before entering data. The number of the clause which requires the data is shown in the left-hand column for each statement. Other clauses may also use the same data.

Boxes like this are used to denote where data is inserted	

Where appropriate dashes like this _______ are also used. **Double click** on the dash to enter the required data.

In the left-hand column where a note begins with the word, "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 *Contractor* is	
	Name	
	Address for communications	
	Address for electronic communications	
11.2(10) & 52.1	The *fee percentage* is	%
11.2(20) &16.3	The *service areas* are	
24.1	The *key persons* 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:

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	

3 Time

If a plan is to be identified in the Contract Data

31.1	The plan identified in Contract Data is	

5 Payment

If Option A, C or E is used

11.2(21)	The *price list* is in	

If Option A or C is used

The tendered total of the Prices excluding VAT is	

Resolving and avoiding disputes

If Option W1 or W2 is used

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	

If Option X10 is used

X10 Information modelling

If an *information execution plan* is to be identified in the Contract Data	The *information execution plan* identified in the Contract Data is in	

Data for Schedule of Cost Components (only used with Options C or E)

SCC 23 The listed items of Equipment purchased for work on the contract, with an on-cost charge, are

Equipment	time-related on cost charge	per time period

SCC 24 The rates for special Equipment are

Equipment	rate

SCC 61 The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Contractor* are

Category of person	rate

SCC 71 The rates for people providing *shared services* outside the Service Areas are

shared service	category of person	rate

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

SSCC 21 The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

%	(State plus or minus)	

SSCC 22 The rates for other Equipment are

Equipment	rate

SSCC 61 The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the *Contractor* are

category of person	rate

SCC 71 The rates for people providing *shared services* outside the Service Areas are

shared service	category of person	rate

6 C1.3 Forms of Security

1..1 Pro formas for Bonds & Guarantees

For use with the NEC4 Term Service Contract (TSC4)

[Note to contract compiler:
***Once it has been decided which security is required for this contract delete the one not required, revise the notes below accordingly and delete this note. If neither of these Options is used, state* "Not required for this contract" *then delete the text which follows in this section of the document only leaving the last page break in place before the heading Part C2 Pricing Data*.]**

The *conditions of contract* stated in the Contract Data Part 1 includes the following secondary Option:

Option X4: Ultimate holding company guarantee
Option X13: Performance Bond
[delete Option not required then delete this note]

This secondary Option requires a bond or guarantee "in the form set out in the Scope". A pro forma document for this bond or guarantee is provided here for convenience but is to be treated as part of the Scope.

The organisation providing the bond / guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Client* within the time stated in the *conditions of contract*.

1..2 Pro forma Ultimate holding company guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Ultimate holding Company)

***Client*'s name and address**	Date:	

Dear Sirs,

Ultimate Holding Company Guarantee for Contract No _______

With reference to the above numbered contract made or to be made between

{Insert registered name and address of the *Client*}	(the *Client*) and
{Insert registered name and address of the *Contractor*}	(the *Contractor*), for
{Insert details of the *service* from the Contract Data}	(the *service*).

I/We the undersigned	
on behalf of the *Contractor*'s ultimate holding company	
of physical address	

and duly authorised thereto do hereby unconditionally guarantee to the *Client* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Client*.

2. If we fail to comply with the terms of this Deed of Guarantee, the *Client* may itself procure such performance (whether or not the Agreement be formally determined). The *Client* is to notify us and we shall indemnify the *Client* for any additional cost or expense it incurs.

3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Client* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.

4. The *Client* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.

5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the Supreme Court of South Africa.

Signed at		on this		day of		200_

Signature(s)		
Name(s) (printed)		
Position in ultimate holding company		
Signature of Witness(s)		
Name(s) (printed)		

1..3 Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

***Client*'s name and address**	Reference No. Date:	____________ *[Bank reference number to be inserted]*

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank],_______ Branch, Registration No. _______
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to the Services, entered into between the Client and the Contractor, on or about the _______ day of _______ 20_______ (Contract Reference No. _______) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	_______ a company registered in accordance with the laws of _______ under Registration No _______.
1.5	"Client" means	_______ a company registered in accordance with the laws of the Republic of South Africa under Registration Number _______
1.6	"Expiry Date" means	the earlier of • the date that the Bank receives a notice from the Client stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Client and that the Contractor has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Client.
1.7	"Guaranteed Sum" means	the sum of R_______, (_______ Rand)
1.8	"Service" means	_______

2. At the instance of the Contractor, we the undersigned ______________ and ______________, in our respective capacities as _____________ and ___________ of the Bank, and duly

authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Client as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Client, on written demand from the Client received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

   - be signed on behalf of the Client by a director of the Client;
   - state the amount claimed ("the Demand Amount');
   - state that the Demand Amount is payable to the Client in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

   - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
   - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

   - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
   - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Client and the Contractor.

6. The Client shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

7. Should the Client cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Client shall be entitled to cede to such third party the rights of the Client under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

   - shall expire on the Expiry Date until which time it is irrevocable;
   - is, save as provided for in **Error! Reference source not found.** above, personal to the C lient and is neither negotiable nor transferable;
   - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
   - shall be regarded as a liquid document for the purpose of obtaining a court order; and

- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at		on this		day of		20__

For and on behalf of the Bank

Bank Signatories(s)		
Name(s) (printed)		
Witness(s)		
Bank's seal or stamp		

Part C2 Pricing Data

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

1..1.1 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 *Contractor* has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. Completed work is work without notified Defects the correction of which will delay the work of the *Contractor,* the *Client* or Others. (27) The People Rates are the *people rates* unless later changed in accordance with the contract. (28) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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.

1..1.2 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.

1..1.3 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 submited 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).

1..1.4 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.

1..1.5 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.

1..2 C2.2: The *price list* Option A

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

Item nr	Description	Unit	Expected Quantity	Rate	Price

The total of the Prices

6 C2.1 Pricing assumptions, Option C Target contract with Price List

1..1.1 How work is priced and assessed for payment

Clause 11 in NEC4 Term Service Contract (TSC4) core clauses and Option C states:

Identified and defined terms	11 11.2	(12) The Price List is the *price list* unless later changed in accordance with this contract. The Price List includes a statement of the method and rules used to compile it (26) The Price for Services Provided to Date is the total Defined Cost which the *Service Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee. (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.

Payments are made at Defined Cost plus Fee (See Option A clauses 11.2(23), 11.2(26) and core clause 11.2(8)). At the dates stated in the Contract Data, the *Service Manager* calculates the *Contractor*'s share in terms of clause 54. If the *Contractor* has been paid more than the equivalent Prices in the Price List for the same work he pays the *Employer* a portion of the over-run (the pain) but if he has been paid less than the equivalent Prices in the Price List he is paid a portion of the under-run (the gain). The Prices in the Price List 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.

1..1.2 Function of the Price List

In this Option the Price List is used as a means of arriving at a target price. Clause 55.1 in Option C 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.

1..1.3 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 C 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 C;
- Understands the Price List is only used as a means of arriving at a target and that work done is paid for at Defined Cost and the resulting Fee;
- 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.

1..1.4 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.

1..2 C2.2: The *price list* Option C

Item nr	Description	Unit	Expected Quantity	Rate	Price

The total of the Prices

6 C2.1 Pricing assumptions: Option E Cost reimbursable contract

1..1.1 How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(23) Defined Cost is the cost of components in the Schedule of Cost Components less Disallowed Cost. [Which is defined in clause 11.2(24)] (26) The Price for Service Provided to Date is the total Defined Cost which the *Service Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee. (29) 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. If no Price List is included, the Prices are the forecast of the total Defined Cost for the whole of the *service* plus the Fee.

This confirms that Option E is a cost reimbursable form of contract where the *Service Manager* has to forecast what the *Contractor* will have paid (NOTE, “paid”) with the items of Defined Cost in the Schedule of Cost Components being

- People,
- Equipment,
- Plant and Materials,
- Payments to Subcontractors
- Charges,
- Manufacture and fabrication
- *Shared Services* outside the Service Areas.
- Insurance.

Clause 52 requires that the *Contractor* keep records of Defined Cost for the *Service Manager* to inspect when assessing amounts due for payment. In effect this is “open book” accounting for the true assessment of cost as defined in the contract.

1..1.2 Compensation events

The cost assessment of compensation events is only used to explain changes in the clause 20.4 forecast of total Defined Cost. However the time assessment may affect the Completion Date.

6 C2.2 First forecast of total Defined Cost plus Fee for the whole of the *service*

[Notes to the document compiler:

If it is possible to do a first forecast at award stage, this could be included here. The purpose of this would be to provide a budget for the *Client's* operational requirements. After contract award forecasts are provided per clause 20.4 at the intervals stated in the Contract Data.

The forecast would be broken down into the total forecast cost of the components of the Schedule of Cost for the whole of the *service*. The forecast summary could be inserted here or reference made to an Annexure.

Part C3 Scope of Work

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

Note to draughts person: The structure which follows in this template is taken from pages 49 to 62 of the User Guide, "Preparing a Term Service Contract." Please refer to those pages for a check list of topics to help prepare a complete statement of the *Client*'s requirements. There are many ways to structure Scope. Most services will not need all the items listed and some items not included may need to be inserted. This structure also permits various documents (such as specifications) to be included as appendices to make navigation of other Scope sections easier.

Where there is a cross reference to the Scope from the *conditions of contract*, the clause number in TSC4 is stated under the paragraph title in bold font. Read the clause together with the Scope to ensure they read logically together and do not conflict or give rise to ambiguity.

PLEASE DELETE THE ABOVE NOTES FROM THE FINAL DRAFT OF THE CONTRACT.

1..1.1 S 100 Description of the *service*

S 105 *Client*'s objectives	
S 110 Description of the *service* (general only)	

1..1.2 S 200 Constraints on how the *Contractor* Provides the Service

S 205 General constraints	• Use of the Affected Property • Access to the Affected Property • Deliveries • Noise and vibrations • Working hours • Parking • Use of Equipment • Restrictions on use of hazardous materials • Storage of fuel and chemicals • Pollution, ecological or environmental impacts • *Client* specific policies and procedures • Constraints imposed to meet requirements of Others (for example funders)

S 210 Confidentiality	
S 215 Security and protection of the Service Areas	
S 220 Security & identification of people	
S 225 Protection of Affected Property	
S 230 Protection of the work on the Affected Property	
S 235 Condition survey	
S 240 Consideration of Others	
S 245 Industrial relations	
S 250 Control of works	
S 255 Cleanliness	
S 260 Waste materials	
S 270 BBB-EE requirements	
S275 Use of local labour	
S 280 Skills development	

1..1.3 S 300 *Contractor*'s design

S 305 Design submission procedures and acceptance criteria	

See clause TSC4 21.1	

1..1.4 S 400 *Contractor*'s plan

S 405 Plan requirements **TSC 31.2** **TSC 31.3**	
S 410 Methodology statement **TSC 31.2**	
S 415 Work of the *Client* and Others **TSC 23.1** **TSC 31.2** **TSC 60.1(6)**	
S 420 Access to the Affected Property **TSC 31.2**	
S 425 Information required	
S 430 Revised plan	

1..1.5 S 500 Task Order programme

S 505 Programme requirements **TSC 33.2** **TSC 33.3**	
S 510 Methodology statement **TSC 33.2**	

S 515 Work of the *Client* and Others **TSC 23.1** **TSC 33.2** **TSC 60.1(6)**	
S 520 Access to the Affected Property **TSC 33.2**	
S 525 Information required	
S 530 Revised programme	

1..1.6 S 600 Quality management

Detail the requirements for quality control and management

S 605 Quality management system **TSC 40.1**	
S 610 Quality policy statement and quality plan	

1..1.7 S 700 Tests and inspections

S 705 Tests and inspections **TSC 41.1** **TSC 41.2** **TSC 42.1** **TSC 60.1(13)**	
S 710 Samples	
S 715 Management of tests & inspections and	

provision of samples	
S 720 *Service Manager's* procedures for inspections and watching tests	

1..1.8 S 800 Management of the *service*

S 805 Contract team – Others	The *Contractor* and the *Service Manager* use the requirements of the early warning processes described in core clause 15, to in addition manage the progress of the *service* inclusive of • reviewing the progress of the *Contractor* in achieving the objectives of the contract, • allowing the *Contractor* 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 *Service Manager* Early warning meetings may be convened at either Party's premises on an alternating basis as agreed between the *Contractor* and the *Service Manager.* The *Service Manager* chairs the meeting and prepares the Minutes which are distributed to the *Client* and the *Contractor* 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 *Service Manager* and the *Contractor*. 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**	
S 815 Management procedures	
S 820 *Contractor*'s application for payment **TSC 50.2**	

1..1.9 S 900 Working with the *Client* and Others

S 905 Sharing the Affected Property with the *Client* and Others **TSC 23.1** **TSC 60.1(6)**	
S 910 Co-operation **TSC 23.1** **TSC 60.1(6)**	
S 915 Co-ordination	
S 920 Authorities and utilities providers	

1..1.10 S 1000 Services and other things to be provided

S 1005 Services and other things provided by the *Contractor* for the use by the *Client*,	

Service Manager or Others **TSC 23.2**	
S 1010 Services and other things to be provided by the *Client.* **TSC 23.2**	
S 1015 Equipment provided for the *Client*'s use at the end of the Service Period **TSC 71.2** **TSC 92.1**	
S 1020 Information and other things provided by the *Contractor* at the end of the Service Period **TSC 71.2** **TSC 92.1**	
S 1025 Statutory requirements	

1..1.11 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**	
S 1110 Method statements	

S 1115 Statutory requirements	
S 1120 Inspections	
S 1125 Deleterious and hazardous materials	
S 1130 Pre-Construction Information	

1..1.12 S 1200 Subcontracting

S 1205 Restrictions or requirements for subcontracting	
S 1210 Acceptance procedures **TSC4 C, E 11.2(24)**	

1..1.13 S 1300 Work call off arrangements.

S 1305 Works and services subject to call off	
S 1310 Call off procedure.	

1..1.14 S 1400 Acceptance or procurement procedure (Options C, and E only)

S 1405 Procurement procedures **TSC4 C, E 11.2(24)**	
S 1410 Submission and acceptance procedures	

TSC4 C, E 11.2(24)	

1..1.15 S 1500 Accounts and records (Options C, and E only)

S 1505 Additional records **TSC4 C, E 52.2**	

1..1.16 S 1600 Ultimate holding company guarantee (Option X4)

S 1605 Form of ultimate holding company guarantee. **PSC4 X4.1**	Clause X4.1 states that if the *Contractor* is a subsidiary of another company, the *Contractor* gives to the *Client* a guarantee of the *Contractor*'s performance from the ultimate holding company of the *Contractor* in the form set out in the Scope. The document is included in Part C1.3 but is to be regarded as part of this Scope.

1..1.17 S 1700 Undertakings to the Client or Others (Option X8)

S 1705 *Undertakings to Others* **TSC X8.4**	
S 1710 *Subcontractor undertakings to Others* **TSC4 X8.4**	
S 1715 *Subcontractor undertakings to the Client* **TSC4 X8.4**	

1..1.18 S 1800 Information modelling (Option X10)

S 1805 Information modelling requirements	

TSC X10.1(4).	

1..1.19 S 1900 Performance bond (Option X13)

S 1905 Form of the performance bond **TSC4 X13.1**	Clause X13.1 states the *Contractor* gives the *Client* a performance bond, provided by a bank or insurer which the *Service Manager* has accepted for the amount stated in the Contract Data and in the form set out in the Scope. The document is included in Part C1.3 but is to be regarded as part of this Scope.

1..1.20 S 2000 Low performance damages (Option X17)

S 2005 Service level requirements	

1..1.21 S 2100 *Client's* service specifications and drawings

S 2105 *Client's* service specifications	Contents list or documents or both
S 2110 Drawings	Drawings list or drawings or both

6 C3.2: Scope provided by the *Contractor* for its plan.

See page 62 of the NEC4 User Guide “Preparing a Term Service Contract”

Part C4: Affected Property

Chapter 4 of the NEC4 User Guide "Preparing a Term Service Contract" explains the status of the Affected Property, provides a comprehensive list of the references to the Affected Property and gives an example structure for describing the Affected Property.

Details of the Affected Property are provided here to help the *Contractor* prepare its proposal as part of the *Client*'s selection process including, deciding its method of working and preparing the *Contractor*'s plan as required by clause 31.2.

Please read Chapter 4 before preparing the description of the Affected Property. The example outline structure for describing the Affected Property given therein is repeated below. Consult the check lists to assist with drafting the detail.

1..1.1 AP 100 Property owned by the *Client* that is affected by the work of the *Contractor*

AP 105	

1..1.2 AP 200 Property not owned by the *Client* that is affected by the work of the *Contractor*

AP 205	

1..1.3 AP 300 Property owned by the *Client* that is used by the *Contractor* in providing the Service

S 2005	

1..1.4 AP 400 property not owned by the *Client* that is used by the *Contractor* in Providing the Service

AP 205	