ENVELOPE A – TECHNICAL PROPOSAL
VOL 1of 2

TENDER NO: **EB/ASP2/02/18/Z1A**

REQUEST FOR PROPOSAL (RFP) PACK

FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A FACILITY FOR TI AUTMOTIVE IN ZONE 1A OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

START DATE: 16 FEBRUARY 2018

CLOSING DATE: 09 MARCH 2018

NAME OF TENDERER: _____

DISCIPLINE TENDERED FOR: _____

TENDERER'S ADDRESS:

_____

_____

_____

_____

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SECTION A: General Guidelines

FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A FACILITY FOR TI AUTOMOTIVE IN ZONE 1A OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

CHECKLIST FOR SUBMISSIONS

ITEM	
Supporting Documentation To Be Submitted	
Original Cancelled Cheque / Bank Stamped Letter	
Accredited Valid Original or Certified B-BBEE Certificate	
Accredited Quality Management System	
Design software available for the project	
Proof of Locality – copy of municipal utility bill, lease agreement, title deed	
Proposed Implementation Methodology/Project Approach	
Membership Certificate of Company with Relevant Professional Discipline Associations	
A minimum of two signed and stamped reference forms (Provided herein) including company name, contact name, phone number, brief details of work done with dates and analysis of performance) should be submitted which can be verified	
Compulsory Documentation To Be Submitted	
Valid Tax Clearance Certificate	
Company Registration Document accompanied by Share Certificates where applicable	
Completed and Signed ELIDZ Procurement Handbook	
JV Participation Documentation (If applicable)	
Proof of Professional Indemnity Insurance (Min R10 Million)	
Proof of Professional Registration of the Individuals (Project Team)	
Proof of registration with CSD / MAAA number	

Please Note: All the above documents must be submitted with Envelope A - Technical Proposal.

The price schedule and proposed solution costing must be submitted with Envelope B – Financial Proposal.

1. EVALUATION CRITERIA AND COMMERCIAL EQUITY GOALS

1.1. Functionality evaluation matrix

Evaluation Areas	Evaluation Criteria	Total Max Points	Item Max Points	Evaluation Description
	Total Points	**100**		
Local Operational Office	Registered Commercial Office	15	15	Office in the BCMM
			10	Office in the Eastern Cape
			5	Office in South Africa
			0	Outside South Africa
Project Approach	Implementation Methodology and Configuration Approach (other than that outlined in PROCSA)	30	30	Relevant Methodology that reveals clear understanding of components of the Scope of Work requirements of the project and a relevant Implementation Program
			15	Methodology submitted but only covers the elementary aspects and not adequately detailed, and Implementation Programme also submitted
			0	No Methodology and/or Implementation Programme submitted.
	Company Experience≤	30	20 0	**Proof of completed Projects with same complexity = 20.** 2 Relevant references provided with 2 completed reference letters can score a max of 20 points. Relevant references provided with no reference letters = 0 points
			5	Proof of Design Software Packages available in Local Office = 5
			2	Accredited Relevant Quality Management System = 2; Non-accredited QMS =1
			3	Membership certificate of Company with the Relevant Professional body = 3
	Project Team allocated for this project	25	10	Project Leader/Director – registered professional with more than 10 years = 10; 5 ≥ 10 yrs = 7; 0 ≥ 5 yrs = 3.

			10	Design Engineer / QS / Architect / PM professional with more than 10 years=10; 5 ≥ 10 yrs = 7; 0 ≥ 5 yrs = 3.
			5	Professional Technical Staff registered with more than 10 years =5 ; 5 ≥ 10 yrs = 3; 0 ≥ 5 yrs = 1.

All tenders with functionality less than 75% of the total functional requirements will not be considered for the next stage of tender evaluation.

1.2. Broad Based Black Economic Empowerment (BBBEE).

The East London Industrial Development Zone (ELIDZ) supports national transformation goals and strives to target its procurement to create opportunities for Historically Disadvantaged suppliers and service providers. In awarding this tender, preference will be given to companies with a better rating in terms of contributions towards Broad Based Black Economic Empowerment (BBBEE).

The "tender" will be evaluated in accordance with the ELIDZ Procurement Policy using the 80/20 rule for tenders up to and including R1000 000 incl VAT
i.e. 80 of evaluation points will be based on price competitiveness and 20 will be based on BBBEE status.
The following formula is used:
Calculation of the points for Price:

$$Ps = R \times \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

Where:

Ps = Points scored for price of tender under consideration
R = Percentage of the price
Pt = Rand value of tender under consideration
Pmin = Rand value of lowest acceptable tender
R must be up to a maximum of 80

Score Breakdown:

Price (R) = 80 points
BBBEE = 20 points

Preference points shall be awarded on the basis of a B-BBEE verification certificate issued by an accredited Verification Agency. Tenderers are required to submit a valid original or certified B-BBEE Certificate, and failure to submit a valid B-BBEE certificate will result in zero points being awarded for preference.

The following tables shall be used to convert the contribution level as per B-BBEE certificate into points
Table: B-BBEE Points Conversion 20 points

Level Contribution	B-BBEE Score	Points Conversion 20
Level 1	>100%	20
Level 2	85~100%	18
Level 3	75~85%	16
Level 4	65~75%	10
Level 5	55~65%	8
Level 6	45~55%	6
Level 7	40~45%	4
Level 8	30~40%	2
Level 9	0~30%	0

Companies with annual turnover less than R10million (Exempted Micro Enterprises or EME's) are automatically awarded a level 4 contributor status, unless the EME is Black Owned (more than 50% black ownership), in which case the enterprise will have a level 2 contributor status. EME which is 100% black owned qualifies for a level 1 contributor. In awarding the EME status, the ELIDZ shall accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m as well as a sworn affidavit confirming annual turnover and level of black ownership. B-BBEE certificates issued by non-accredited verification agencies will not be accepted as valid proof of a company's B-BBEE status.

No points will be awarded for achieving B-BBEE objectives if the total percentage scored for B-BBEE is less than 30%.

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.
Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: A must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).

2. CONDITIONS OF TENDERING

General Conditions

PLEASE NOTE THE FOLLOWING CONDITIONS ARE APPLICABLE TO ALL TENDERS.

- A compulsory briefing session will be held on the **20 February 2018, 10h00** at the East London IDZ Head Office Building, Auditorium.
- Questions relating to the RFP will be accepted until **12h00 on the 23 February 2018**. All questions must be submitted to anathi@elidz.co.za
- The closing date for this tender is at **12h00 on the 09 March 2018**;
- E-mailed, faxed, late, or incomplete proposals will not be considered;
- ELIDZ is not obligated to accept the lowest or any proposal;
- Tender documents are to remain securely bound;
- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the ELIDZ SOC Ltd will not accept any liability in this regard;
- We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices shall remain unaltered;
- Proposals which do not comply with the tender conditions or which are incomplete will, as a general rule, not be considered.

3. SIGNATURES ON TENDERS

All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized and proof of that authority must be attached. All tenders submitted by a company must be signed by a person duly authorized thereto by a resolution of the Board of Directors, a copy of which resolution, duly certified by the Chairman of the company can be submitted with the tender.

If the tender is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by:

A certified copy of the original document under which the joint venture was constituted. This document must clearly define the conditions under which the joint venture will function, as well as the duration and participation of the several constituent persons and/or companies and/or firms.

A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the tender to do so.

In instances of a joint venture, each participating person and/or company and/or firm must complete and submit Annexure A (Procurement Handbook) with the tender together with all profit sharing percentage information.

4. AREA OF SERVICE/POINT OF DELIVERY

The delivery of services will be required at the ELIDZ, Lower Chester Road, Sunnyridge, East London.

5. SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT

None.

6. SERVICE LEVEL AGREEMENT

The successful tenderer will be required to enter into a PROCSA Client / Consultant Professional Services Agreement with the ELIDZ that will include amendments set out herein in Section C, as per the PROCSA Agreement.

7. CONFIDENTIALITY AGREEMENT

All information relating to the ELIDZ's customers (and potential customers), systems, operating procedures etc. is confidential and to this end, the successful tenderer will be required to enter into a Confidentiality Agreement with the ELIDZ.

8. PRICE BASIS

ELIDZ requires the tender price to remain firm for the validity period of ninety (90) days after the closing date of the tender. The tender price shall be in South African Rand.

Where prices are subject to variation it must be noted that no prices are to be revised or invoiced, without prior mutual agreement and official modification of the contract.

9. SUFFICIENCY OF TENDER

The tenderer shall satisfy itself before tendering, as to the correctness and sufficiency of its tender for the project. The tenderer shall ensure that the rates and prices it has stated in the schedules cover all the obligations included in the tender and sufficient for the proper completion of the project.

10. TENDERER'S CONDITION

All tenderer's shall be deemed to have waived, renounced and abandoned any terms and conditions printed or written upon any stationery used by the tenderer for the purpose of, or in connection with the submission of this tender.

11. DISQUALIFICATION

Respondents are advised that should there be any contact with ELIDZ staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.

It must be stressed that any queries relating to this tender must be in writing and within the period of one week from the date of the briefing session, and must be addressed to the Project Manager only. Respondents are not to communicate in any manner or form whatsoever with members of ELIDZ personnel about the RFP until the winning service provider has been selected and such selection has been formally communicated to the public. Any such communications by Respondents with ELIDZ personnel or with persons other than the Project Manager may prejudice a Respondent, and may lead to disqualification from consideration for selection. The ELIDZ cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated.

Any misrepresentation, in particular as it relates to the truthfulness of involvement of HDI's at both ownership level, management and operational level will also result in immediate disqualification.

12. ACCEPTANCE OF TENDER IN WHOLE OR IN PART

The ELIDZ reserves the right to accept the complete tender as submitted by the tenderer or alternatively, to accept only specific "areas of work" (or parts of "areas of work") of the tender as it sees fit.

Accordingly tenderer's are advised to ensure that all prices submitted against each "area of work" are sufficient to cover the tenderer's entire obligation as defined in these documents, required to provide each specific "area of work".

13. SUPPORTING DOCUMENTATION TO BE SUBMITTED

- Original Cancelled Cheque / Bank Stamped Letter
- Accredited Valid B-BBEE Original or Certified Certificate
- Membership Certificate of Company with Relevant Discipline Associations
- Letters of reference (a minimum of two)
- CV's of the Proposed Project Team
- Proposed Implementation Methodology/Project Approach
- Proof of Locality of registered Commercial Office – copy of municipal utility bill, lease agreement, title deed
- Accredited QMS

14. COMPULSORY DOCUMENTATION TO BE SUBMITTED

The following documentation is considered as compulsory documentation and is required to be submitted with your tender. Failing to submit the compulsory documentation will lead to disqualification due to non-compliance.

- Valid Tax Clearance Certificate
- Company Registration Document accompanied by Share Certificates where applicable
- Completed and Signed Procurement Handbook
- JV Participation Documentation (If applicable)
- Professional Indemnity Insurance (Min of R10Million)
- Professional Registration of Individuals
- Registration with CSD, MAAA number

15. METHOD OF SUBMISSION

It will be the responsibility of the tenderer to ensure that the tender reaches the ELIDZ.

All tender documents submitted are to be securely bound and Tenderers must submit technical and financial proposals in two separate envelopes clearly marked “Envelope A – Technical Proposal” and “Envelope B – Financial Proposal”. The financial proposal will only be opened should the technical proposal be deemed compliant and the Functionality criteria is met.

The tender should be placed in a sealed envelope and deposited by hand in the tender box before the closing date and time of **12h00, 09 March 2018.**

ELIDZ WILL NOT BE RESPONSIBLE FOR DOCUMENTS PLACED IN AN INCORRECT TENDER BOX.

The tender box will be marked **“EB/ASP2/02/18/Z1A - PROVISION OF PROFESSIONAL SERVICES FOR THE TI AUTOMOTIVE FACILITY”** which can be found in the following location:

The ELIDZ, Head Office Reception, Lower Chester Road, Sunnyridge, East London, 5201

Tenders must be marked:

CONFIDENTIAL TENDER

“EB/ASP2/02/18/Z1A - PROVISION OF PROFESSIONAL SERVICES FOR THE TI AUTOMOTIVE FACILITY”

For the attention of:

ELIDZ SCM

16. ELIDZ RIGHTS

The ELIDZ reserves the right:

a. To negotiate with the successful tenderer and/or
b. modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
c. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
d. disqualify Proposals submitted after the stated submission deadline;
e. disqualify Proposals submitted that do not meet the goods or services specifications;
f. disqualify Proposals submitted that do not meet the necessary functionality where required;
g. not necessarily accept the lowest priced Proposal;
h. reject all Proposals, if it so decides;
i. place an order in connection with this Proposal at any time after the RFP's closing date;
j. award only a portion of the proposed goods / service/s which are reflected in the scope of this RFP;
k. split the award of the order/s between more than one Supplier/Service Provider; or
l. make no award at all;
m. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
n. The ELIDZ does not bind itself to accept your (or any) proposal, nor will it disclose any information regarded as confidential.



SECTION B: Requirements Specification

FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A FACILITY FOR TI AUTOMOTIVE IN ZONE 1A OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

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1. Introduction

The East London Development Zone (ELIDZ) is a “greenfields” development project that is part of a sub-regional economic growth and employment creation initiative driven by the government’s micro-economic reform strategy, as implemented by the South African Department of Trade and Industry.

The development and operation of the Zone are managed by the East London Industrial Development Zone SOC Limited, under authorization by the State. The company was established to plan and implement the East London IDZ in a phased manner for manufacturing and other industrialists and features world class infrastructure and dedicated utility and other services.

The primary objective of the ELIDZ is to be able to attract local as well as international investors. The ELIDZ should reflect South Africa as a high-calibre and world-class competitive investment destination

2. Scope

2.1. The Scope of This RFP Includes the Following:

The East London IDZ would like to appoint suitably qualified and competent service providers in the Built Environment, for the provision of professional consulting services for the project scope that includes Planning, Design, Construction Monitoring/Supervision and Close-out of new manufacturing facility for TI Automotive.

The project scope entails the construction of approx. 32400 m^2 earthworks platforms and 12004 m^2 industrial building area including a shared fire booster pump station. A further high-level breakdown of the scope of the facility is as follows:

- The works include:
    a. Site infrastructure (roads, stormwater, sewer, landscaping and electricity)
    b. Concrete to floors, mezzanines and hardstand
    c. Structural steelwork and cladding
    d. General building works

The successful firm of professional Consultants will follow the PROCSA methodology and activities in undertaking this award

The Architect will be responsible for the following:

Undertake duties as the Principal Agent;

- Preparation of design specifications and reports;
- Submissions of design report and revised specifications (both technical and functional);
- Preparation of preliminary cost estimates and format for overall cost reporting in consultation with the appointed Quantity Surveyors;
- Preparation of working drawings, specifications and tender documents;
- Submission of tender reports and recommendations;
- Submission of building plans and specifications for approval by BCM;
- Co-ordination of all activities within the appointed consultants and production of consolidated plans showing all services;
- Contract Administration Services.
- Co-ordinate Project/Site Progress Meetings with the Contractor and all consultants.
- Undertake room by room data sheets and fit out schedules.
- Provision of fulltime onsite Clerk of Works for the project.

The Project Manager will be responsible for the following:

- Submission of tender reports and recommendations;
- Co-ordination of all activities within the appointed consultants and production of co-ordinated plans showing all services;
- Contract Administration Services.
- Co-ordinate Monthly Management Meetings.
- Project Design and Co-ordination and Programming meetings.
- Programming and close monitoring of scope creep.
- Project programming and project cashflow.
- Material and equipment ordering schedules.
- Site supervision

The Quantity Surveyor will be responsible for the following:

- Agreeing the documentation program with the Principal Consultant and other professional consultants.
- Receiving relevant data and cost estimates from other professional consultants.
- Preparing preliminary and elemental or equivalent estimates of construction cost.

- Liaising, co-operating and providing necessary information to the client, principal consultant and other consultants.
- Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with other professional consultants.
- Preparing detailed estimates of construction costs.
- Preparing detailed estimates of professional fees for all consultants including site supervision staff and reporting on these on a monthly basis.
- Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability.
- Preparing tender documents for both principal contract and sub-contractor procurement.
- Assisting the Principal Consultant with the calling of tender and/or negotiation of prices.
- Assisting with the preparation of contract documentation for signatures.
- Preparing projected cashflows and monthly cost reports for review by Client.
- Preparing pro-active cost estimates for proposed variations for client decision-making.
- Adjudicating and resolving financial claims by contractor (s).
- Preparing valuations for payment certificates to be issued by the Principal Agent.
- Preparing final account for signing by Principal Contractor and Client.
- Reviewing all monthly fee claims submitted by all consultants before forwarding to the client for payment.

The **Mechanical Engineer** will be responsible for all mechanical engineering and fire safety services and all mechanical related matters in consultation with the Architects and other consultants under all stages as defined below:

- Submissions of design report and revised specifications (both technical and functional);
- Preparation of preliminary cost estimates and format for overall cost reporting in consultation with the appointed Quantity Surveyors;
- Preparation of working drawings, specifications and tender documents;
- Submission of tender reports and recommendations;
- Submission of building plans and specifications for approval by BCM;
- Co-ordination of all activities within the appointed consultants and production of consolidated plans showing all services;
- Contract Administration Services.
- On-site supervision

The **Electrical Enginee**r will be responsible for all Bulk and Low Voltage services and all electrical related matters in consultation with the Architects and other consultants under all stages as defined below:

- Submissions of design report and revised specifications (both technical and functional);
- Preparation of preliminary cost estimates and format for overall cost reporting in consultation with the appointed Quantity Surveyors;

- Preparation of working drawings, specifications and tender documents;
- Submission of tender reports and recommendations;
- Submission of building plans and specifications for approval by BCM;
- Co-ordination of all activities within the appointed consultants and production of consolidated plans showing all services;
- Contract Administration Services.
- On-site Supervision

The **Civil and Structural Engineer** will be responsible for all Civil engineering and Structural services and including all sea water provision related matters in consultation with the Architects and other consultants under all stages as defined below:

- Submissions of design report and revised specifications (both technical and functional);
- Preparation of preliminary cost estimates and format for overall cost reporting in consultation with the appointed Quantity Surveyors;
- Preparation of working drawings, specifications and tender documents;
- Submission of tender reports and recommendations;
- Submission of building plans and specifications for approval by BCM;
- Co-ordination of all activities within the appointed consultants and production of consolidated plans showing all services;
- Contract Administration Services.
- On-site supervision

2.2. The Scope of This RFP <u>Excludes</u> the Following:

- Fitment of any Tenant Specific Machinery.
- All services to be extended from building wall faces to the machine positions or what is deemed internal tenant reticulation.
- CCTV Cameras, Computer/Server Installation, etc.

3. Considerations

3.1. Time Constraints

The ELIDZ envisages the following Fast-track delivery timelines for the project, which may be adjusted as the project progresses

Milestones	Target Date
Briefing of Appointed Consultants for start of Designs	16 March 2018
Tender Documents Approved by the Specification Committee	10 July 2018
Tender Advertised for Construction of the Facility	11 July 2018
Tender Closes	01 August 2018
Award of Contract by ELIDZ Board	13 September 2018
Start of Construction	21 September 2018
Practical Completion	23 July 2019
Completion and close-out of project	31 October 2019

3.2. Area of Service & Facilities

The delivery of services will be required at the East London IDZ, Lower Chester Road, Sunnyridge, East London.

4. Project Approach

4.1 Project Approach

A structured program of meetings will be put in place so as to co-ordinate all aspects of the contract for the successful execution of the project. These will be structured as follows:

- **Consultants Planning Meetings held every 2 weeks**. These meetings will deal with all design issues and integration of design aspects of the different disciplines. The Consultant Project Manager chairs these meetings.

- **Management Meetings (ELIDZ PM and all Consultants.** These meetings will be chaired by the Consultant Project Manager. The purpose is to report to the client the progress, discuss the strategies, performance and quality.

- **Cost Reporting will occur at the Management Meeting.** The report will specifically deal with overall project/contract cost including the Professional fees and disbursements. Issues around cash-flow, approval of variation orders, special claims and any other design changes affecting the budget.

- **Progress/Site Meetings held on monthly basis from Site handover onwards.** These meetings are chaired by the Principal Agent. The Principal Contractor, Selected Sub-Contractor, Direct

Material Suppliers (only on invitation), ELIDZ representatives and Project Professional Team (PPT) attend these meetings. The meetings address all contractual issues pertaining to progress & programme on site, legal compliance to conditions of contract, delays, claims and disputes, inclement weather, occupational health and safety issues (OHS), Construction Environment Management Plan (CEMP), Payments and other relevant issues.

- **Technical Meetings held on a monthly basis commencing 2 weeks after Site handover.** The Project Manager will chair these meetings with the PPT, PC, Direct Material Suppliers and Nominated Sub-Contractors in attendance. These meetings will deal with all technical information required for construction purposes by all contractors. Also dealt with are issues of co-ordination of services, quality assurance and approval of systems and equipment. Also included are clarities on specifications and detailing of complex portions of the work packages.

- **Principal Contractor/Vendors meetings** with his main suppliers and sub-contractors. These meetings are chaired by the Principal Contractor. The meetings deal specifically with all programming related items, co-ordination and practical aspects of the execution of works.

5. Conclusion

This document seeks to provide comprehensive information for the purposes of supporting the proposal of a solution that meets the requirements of the ELIDZ.

Please forward any queries to **Ms Anathi Mgwaza** at the following contact details:

Tel: (043) 702 8200

anathi@elidz.co.za

SECTION C: PROCSA Agreement (ELIDZ Amendments)

FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A FACILITY FOR TI AUTOMOTIVE IN ZONE 1A OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

Tenderers to refer to the PROCSA Client / Consultant Professional Services Agreement with the following amendment;

Structure of Document

- Agreement – Terms and Conditions
- Annexure A – Schedule of Variables
- Annexure B – Professional Services specific to each discipline
- Annexure C – ELIDZ Pricing Schedule (contained in Envelope B)

ANNEXURE A	
HEADING	**AMENDMENT**
A.9 DOCUMENTS	Annexure C: ELIDZ Pricing Schedule
A.10 LIMIT OF CONSULTANTS LIABILITY *(7.2 of Agreement)*	2. Specific Amount – R10 Million
A.11 PROFESSIONAL INDEMNITY INSURANCE *(8.1 of Agreement)*	1.1 Limit of indemnity per claim – in the aggregate – R10 Million
A.12 PROFESSIONAL FEES *(9.1 and 12,0 of Agreement)*	Refer to the ELIDZ Pricing Schedule
A.13 APPORTIONMENT OF PROFESSIONAL FEES *(9.1 and 13,1of Agreement)*	Refer to the ELIDZ Pricing Schedule – Project Stages as per ELIDZ Pricing Schedule Note: The ELIDZ requires 10% of professional fees retained for payment until after satisfactory completion of stage 5.
A.13 DISBURSEMENTS *(9.1 and 13,1 of Agreement)* **EXPENSES** *(11.1 of Agreement)*	Refer to the ELIDZ Pricing Schedule Note: - Construction Monitoring COW/ER (where applicable) - All disbursement costs are to be based on proven cost basis (proof of cost incurred); Refer to the ELIDZ Pricing Schedule Note: - No travel expenses and/or travel time will be considered. Such cost to be incorporated in discount fee proposal. - All disbursement costs are to be based on proven cost basis (proof of cost incurred)
A.16 EQUIPMENT & FACILITIES TO BE PROVIDED BY CLIENT *(5.6 of Agreement)*	NIL
A.18 MEDIATOR *(18.2 of Agreement)*	Appropriate Body (Engineering Forum or Governing Body)
A.19 ARBITRATOR *(18.9 of Agreement)*	Appropriate Body (Engineering Forum or Governing Body)
A.20 AMENDMENTS AND / OR SPECIAL CONDITIONS	5.3.2 Not Applicable The following replaces 15.2: The CLIENT shall retain the Intellectual Property created during the course of the project for its use and to do with as it pleases save for the following:

	• The CLIENT has no right to utilize the proprietary information or coding embedded in the SERVICE PROVIDER'S project systems, software or electronic copies of deliverables. • The CLIENT will not modify any of the SERVICE PROVIDER'S deliverables unless it has first removed the SERVICE PROVIDER'S name and logo from the deliverable. Each PARTY shall retain all intellectual property owned or processed by it prior to the existence of this Agreement.