

ENVELOPE B – FINANCIAL PROPOSAL

TENDER NO: **EB/ASP2/03/18/Z1A**

REQUEST FOR PROPOSAL (RFP) PACK

**FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND
CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A OF THE EAST LONDON
INDUSTRIAL DEVELOPMENT ZONE SOC LTD**

START DATE: 23 MARCH 2018

CLOSING DATE: 06 APRIL 2018

NAME OF TENDERER: _____

DISCIPLINE TENDERED FOR _____

TENDERER'S ADDRESS:

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PART 1

THE CONTRACT

TENDER NO: EB/ASP2/03/18/Z1A

**THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR
THE DESIGN AND CONSTRUCTION OF A MANUFACTURING
FACILITY FOR IN ZONE 1A OF THE EAST LONDON INDUSTRIAL
DEVELOPMENT ZONE SOC LTD**

1.1 AGREEMENT AND CONTRACT DATA

1.1.1 Form of Offer and Acceptance

1.1.2 Contract Data



1.1.1 FORM OF OFFER AND ACCEPTANCE

Project title:	THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND OF A MANUFACTURING FACILITY IN ZONE 1A OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD
Contract No:	CONTRACT NO: EB/ASP2/03/18/Z1A

A. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words):	
Rand in figures:	R

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:	OR	Natural Person / Partnership / Joint Venture: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
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AND WHO IS (if applicable):



Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No Cellular Phone No

Fax No

Postal address

.....

B. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer’s offer. In consideration thereof, the Employer 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 Employer 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:

- 1.1 The PROCSA Client/Consultant Professional Services Agreement with ELIDZ amendments as set out in Technical Proposal Vol 1 of 2, Section C
- 1.2 Envelope A – Technical Proposal
- 2.1 Envelope B – Financial Proposal

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

Name of Organisation:	East London Industrial Development Zone SOC Ltd
Address of Organisation	Lower Chester Road, Sunnyside East London 5201

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

1. Subject:
Detail:
2. Subject:
Detail:
3. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as 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 Employer 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 Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

1.1.2 CONTRACT DATA FOR

Project title:	THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE
Contract No:	CONTRACT NO: EB/ASP2/03/18/Z1A

CONDITIONS OF CONTRACT – As per the attached amendments to the PROCSA Agreement
Envelope A – Technical Proposal
Envelope B – Financial Proposal

<p>This tender closes at (12h00) on 06 April 2018 at the offices of the ELIDZ located at Head Office Reception, Lower Chester Road, Sunny Ridge, East London <i>NO LATE SUBMISSIONS WILL BE CONSIDERED</i></p>

1. PRICING INSTRUCTIONS

Please note that if the Total Price in Supporting Price Schedule is not the same as the price stated in the Form of Offer, only the amount in the Form of Offer will be considered. Should the price in figures not agree with the price in words the EL IDZ will only consider the price in words as valid.

AN UN-SIGNED FORM OF OFFER WILL BE DISQUALIFIED

PLEASE NOTE THE CONSTRUCTION ESTIMATE FOR THE PROJECT IS R164 000 000 excl. 14% VAT

Below are the estimated construction costs for specific disciplines for use in the fee calculation, these will adjust as real values are received at the award of construction per discipline.

Estimated construction costs per discipline:

□ Civil Engineers	-	R30 000 000
□ Electrical Engineers	-	R16 000 000
□ Structural Engineers	-	R24 600 000
□ Mechanical & Fire Safety Engineers	-	R16 000 000

Respondents should be aware of special pricing requirements as per details below;

- All design consultants must quote a percentage based fee in relation to the value of the work to be undertaken by the specific discipline as currently estimated and this will be reviewed once the detailed estimates and appointment of Main/Principal Contractor and later sub-contractors are completed.
- Project Manager, Architect/Principal Agent, and Quantity Surveyor to base their fee on the construction estimate given as per their individual disciplines.
- Project Manager, Architect/Principal Agent, and Quantity Surveyor are required to make provision in their pricing proposal for the employment of a minimum of at least one intern for the duration of the project
- All other disciplines to base their percentage fee calculation on the estimated construction costs of the works per specific discipline as detailed above.

The following is to be noted:

- No travel expenses and/or travel time will be considered. Such cost to be incorporated in the percentage based fee proposal.
- All disbursement costs are to be based on proven cost basis (proof of cost incurred);
- Fees to be submitted on a monthly basis;

Note: ELIDZ will require that 10% of fees be retained and only become payable upon satisfactory completion of stage 5

2. PAYMENT TERMS

A maximum payment processing period of thirty (30) days will be enforced. The thirty day period is effective from the date a complete claim is received. A complete claim requires the following to be processed:

- Original invoices;
- Original covering letter of approval by the consultant where applicable;
- Original covering letter of approval by the relevant ELIDZ official where applicable.
- Statement of account

3. RATES

Rates of remuneration will be subject to negotiation, not exceeding the applicable rates as contained in the guidelines referred below

- (a) The “Guideline on Fees for Audits done on behalf of the Auditor-General of South Africa (AGSA)¹” as issued by the South African Institute of Chartered Accountants (SAICA);
- (b) The “Guide on Hourly Fee Rates for Consultants”, as issued by the Department of Public Service and Administration (DPSA); and/or
- (c) Remuneration guidelines issued by professional service organisations or regulatory bodies, as may be relevant.

ANNEXURE 2: SUPPORTING PRICE SCHEDULE

Item	Description	Unit	Tendered Amount (R) (percentage based fee derived from estimated construction cost per discipline)		
1	Normal Services	100%			
1.1	Stage 1 – Inception	5%			
1.2	Stage 2 – Concept and Viability	5%			
1.3	Stage 3 – Design Development	40%			
1.4	Stage 4 – Tender Documentation & Procurement	10%			
1.5	Stage 5 – Construction & Contract Administration	30%			
1.6	Stage 6 – Close-Out & Final Documentation (O&M Manuals)	10%			
	Sub-Total for Fees				
2	Disbursements		Quantity	Rate	Amount
2.1	Disbursements authorised by Client	sum			R140 000.00
2.2	Construction Monitoring (Level 3, at least twice a week) where applicable	Month	13		
	Sub-Total for Disbursements				
			Total (Excl. VAT)		
			VAT @ 14%		
	Total carried to Form of Offer		Total (Incl. VAT)		

Transfer Total Amount to the Form of Offer



NOTE 1:

- ELIDZ requires that at least 10% of the fees is retained for payment after satisfactory completion of stage 5.
- The amount quoted above will then be adjusted accordingly once the construction works have been completed and the Final Account agreed.

Please note that if the Total Price in Supporting Price Schedule is not the same as the price stated in the Form of Offer, only the amount in the Form of Offer will be considered. Should the price in figures not agree with the price in words the EL IDZ will only consider the price in words as valid.