

ENVELOPE B – FINANCIAL PROPOSAL

TENDER NO: **ELHARBOUR/2021/DRYDOCK/SLIPWAY**

REQUEST FOR PROPOSAL (RFP) PACK

**FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE FEASIBILITY
AND VIABILITY RESEARCH, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION
OF THE TNPA DRYDOCK AND SLIPWAY FACILITY**

START DATE: 30 July 2021

CLOSING DATE: 26 August 2021

NAME OF TENDERER: _____

DISCIPLINE TENDERED FOR _____

TENDERER'S ADDRESS:

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PART 1

THE CONTRACT

TENDER NO: ELHARBOUR/2021/DRYDOCK/SLIPWAY

**FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES
FOR THE FEASIBILITY AND VIABILITY RESEARCH, DESIGN,
CONSTRUCTION, MAINTENANCE AND OPERATION OF THE TNPA
DRYDOCK AND SLIPWAY FACILITY**

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 FEASIBILITY AND VIABILITY RESEARCH, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE TNPA DRYDOCK AND SLIPWAY FACILITY
Contract No:	CONTRACT NO: : ELHARBOUR/2021/DRYDOCK/SLIPWAY

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 FEASIBILITY AND VIABILITY RESEARCH, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE TNPA DRYDOCK AND SLIPWAY FACILITY**

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.

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 FEASIBILITY AND VIABILITY RESEARCH, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE TNPA DRYDOCK AND SLIPWAY FACILITY
Contract No:	CONTRACT NO: ELHARBOUR/2021/DRYDOCK/SLIPWAY

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

This tender closes at (12h00) on 26 August 2021 at the offices of the ELIDZ located at Head Office Reception, Lower Chester Road, Sunny Ridge, East London
NO LATE SUBMISSIONS WILL BE CONSIDERED

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 ESTIMATED HOURLY RATES ARE SUBJECT TO CHANGE AND MAY ADJUSTED DURING PROJECT IMPLEMENTATION

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.
- Architect/Principal Agent, and Quantity Surveyor to base their fee on the construction estimate given as per their individual disciplines.
- 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 the project

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	Rate	
	Feasibility/Viability research	Hrs	Rate	Amount
1.1	Conduct market research and feasibility studies to test whether there is desire to explore opportunities offered by TNPA for the maintenance and operation of the drydock and slipway	40		
1.2	Formulate the scope of work with activity based costing methodology.	24		
1.3	Provide scope of work with a breakdown of project activities, project costs and quality standards	36		
1.4	Determine the cost benefit analysis and the break-even point in terms of Potential Revenue vs Expenditure	8		
1.5	Determine whether the pricing for operation and maintenance of the drydock and slipway are regulated or are based on supply and demand model	24		
1.6	Evaluate various operating models and establish an ideal operating model appropriate for the ELIDZ.	40		
1.7	Insource or outsource in consideration of the existing resources at Dry Dock	1		
1.8	Investigate possible funding streams/opportunities, beyond TNPA & Dept of Transport Operation Phakisa;	40		
1.9	Estimate market and revenue of Port Elizabeth & Ngqura boats being serviced in Cape Town as well as Walvis Bay boats being serviced in Durban; and	80		

1.10	Investigate the type of services offered by Cape St Francis and establish Competitor Analysis.	40		
	Sub-Total for Fees			
2	Disbursements	Sum		Amount
2.1	Disbursements authorised by Client	1		R100 000.00
			Total (Excl. VAT)	
			VAT @ 15%	
	Total carried to Form of Offer		Total (Incl. VAT)	

Transfer Total Amount to the Form of Offer

NOTE 1:

- The quantities set out in these Bills of Quantities do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities
- The amount quoted above will then be adjusted accordingly once the projects 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.