

# Request for Proposal

**TENDER NO: EB/NW1/10/24/Z1A**

**PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND  
CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A OF THE ELIDZ**

**(PROFESSIONAL SERVICE PROVIDERS – ELECTRICAL & MECHANICAL  
ENGINEERS)**

**ENVELOPE B – FINANCIAL PROPOSAL**

## **RETURNABLE DOCUMENTS**

**TENDER CLOSING DATE: 23 MAY 2025**

NAME OF TENDERER:

\_\_\_\_\_

TENDERER'S ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

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## ENVELOPE B – FINANCIAL PROPOSAL

### PART 1 THE CONTRACT

**TENDER NO: EB/NW1/10/24/Z1A**

**PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A OF THE ELIDZ  
(PROFESSIONAL SERVICE PROVIDERS – ELECTRICAL & MECHANICAL ENGINEERS)**

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# 1 AGREEMENT AND CONTRACT DATA

## 1.1 FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	<b>PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A OF THE ELIDZ</b> <b>(PROFESSIONAL SERVICE PROVIDERS – ELECTRICAL &amp; MECHANICAL ENGINEERS)</b>
<b>Contract No:</b>	<b>EB/NW1/10/12/Z1A</b>

### 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 figures:	.....
Rand (in words):	..... .....

This **offer or any part of this offer** may be accepted by the Employer by signing the acceptance 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.

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**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: .....
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**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms:  ..... In his/her capacity as:  .....	<b>Note:</b>  <b>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.</b>
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**SIGNED FOR THE TENDERER:**

Name of Representative	Signature	Date

**WITNESSED BY:**

Name of Witness	Signature	Date

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

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 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

<b>Name of Organisation:</b>	East London Industrial Development Zone SOC Ltd
Address of Organisation	Lower Chester Road, Sunnyridge East London 5201

### WITNESSED BY:

Name of Witness	Signature	Date

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**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.

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Tenderer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_ Employer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_

## 1.2 CONTRACT DATA

<b>Project title:</b>	<b>PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION OF A MANUFACTURING FACILITY IN ZONE 1A OF THE ELIDZ.</b>  <b>(PROFESSIONAL SERVICES PROVIDER – ELECTRICAL &amp; MECHANICAL ENGINEERS)</b>
<b>Contract No:</b>	<b>EB/NW1/10/24/Z1A</b>

<b>CONDITIONS OF CONTRACT – As per the PROCSA ELIDZ Special Conditions</b>
<b>Envelope A – Technical Proposal</b>
<b>Envelope B – Financial Proposal</b>

<ul style="list-style-type: none"> <li>This tender closes at <b>12h00 on 23 May 2025</b>. All tender documents are to be submitted online at <a href="https://tenderportal.elidz.co.za">https://tenderportal.elidz.co.za</a> before the closing date and time.</li> </ul> <p style="text-align: center;"><b><i>NO LATE SUBMISSIONS WILL BE CONSIDERED</i></b></p>
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## 1.3 PRICING DATA

### 1.3.1 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

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.

Discipline	Estimated construction costs per discipline (Excl. VAT)
Electrical Engineer	R 31 000 000
Mechanical Engineer	R 22 000 000

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;
- All disciplines are to competitively calculate their percentage fee based on the scope provided by their respective professional councils (SACPCMP, SACAPSA, SACQSP, ECSA). Estimated construction costs of the works per specific discipline as detailed above are to be used.
- The ELIDZ has already undertaken the Preliminary and Concept Designs as provided to the PSP's as part of the tender documentation. PSP's are required to review these designs and allow a Lump Sum Take-on fee in their tender submissions for adopting / reviewing the designs.

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); and
- 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 6**.

### 1.3.2 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; and
- Statement of account.

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

## 2 ANNEXURES

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Annexure 2.1: Supporting Price Schedule for Mechanical and Electrical Engineer

## 2.1 ANNEXURE: SUPPORTING PRICE SCHEDULE FOR MECHANICAL & ELECTRICAL ENGINEER

Item	Description	Unit	Split/ Phase	% Service to be Rendered	Amount (R) (derived from construction estimate)
<b>1</b>	<b>Normal Services: Mechanical Engineer Construction Estimate = R 22 000 000 (Excl. VAT)</b>				
1.1	Take on Fee	Sum			R
1.2	Stage 3: Design Development	%	20%	100%	R
1.3	Stage 4: Tender Documentation & Procurement	%	20%	100%	R
1.4	Stage 5: Construction & Contract Administration	%	30%	100%	R
1.5	Stage 6: Close-Out & Final Documentation (O&M Manuals)	%	10%	100%	R
<b>Sub-Total for Fees (Mechanical Engineer)</b>					<b>R</b>
<b>Mechanical Fees as Percentage of the Construction Estimate</b>					<b>%</b>
Item	Description	Unit	Split/ Phase	% Service to be Rendered	Amount (R) (derived from construction estimate)
<b>2</b>	<b>Normal Services: Electrical Engineer Construction Estimate = R 31 000 000 (Excl. VAT)</b>				
2.1	Take on Fee	Sum			R
2.2	Stage 3: Design Development	%	20%	100%	R
2.3	Stage 4: Tender Documentation & Procurement	%	20%	100%	R
2.4	Stage 5: Construction & Contract Administration	%	30%	100%	R
2.5	Stage 6: Close-Out & Final Documentation (O&M Manuals)	%	10%	100%	R
<b>Sub-Total for Fees (Electrical Engineer)</b>					<b>R</b>
<b>Electrical Fees as Percentage of the Construction Estimate</b>					<b>%</b>
<b>(A) Sub-Total for Fees (Mechanical &amp; Electrical Engineer)</b>					<b>R</b>

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

Item	Description	Unit	Qty	Rate	Amount (R)
<b>2</b>	<b>Disbursements</b>				
2.1	Disbursements authorised by Client	Prov Sum			R 50 000.00
2.2	Construction Monitoring (Level 3 R.E, at least two days/week)	Hours	640	R	R
<b>(B) Sub-Total for Disbursements</b>					R
<b>TOTAL (EXCL. VAT) A+B</b>					R
<b>VAT @ 15%</b>					R
<b>TOTAL (INCL. VAT)</b>					R

**Transfer Total Amount to the Form of Offer**



**NOTE 1:**

- The minimum requirements for construction monitoring are listed below:
  - Registered Professional Engineer with ECSA or
  - Registered Professional Technologist with ECSA
  - Minimum of 10 years' experience post registration
  - CV of candidate is to be provided
  - Non-registered persons will not be considered
- ELIDZ requires that at least 10% of the fees is retained for payment after satisfactory completion of all the stages.
- 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 ELIDZ will only consider the price in words as valid.**

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_