

REQUEST FOR PROPOSAL

RFP NO. 02/22/23

THE APPOINTMENT OF A SERVICE PROVIDER FOR A COMMERCIALISATION OPPORTUNITY TO MANAGE A RESTAURANT FACILITY IN THE BAVIAANSKLOOF WORLD HERITAGE SITE'S INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS.

ADVERTISEMENT DATE:	25 NOVEMBER 2022
CLOSING DATE:	24 JANUARY 2023 at 11H00AM
COMPULSORY BRIEFING:	06 DECEMBER 2022
ADDRESS:	ECPTA Offices 17-25 Oxford Street, East London
BIDDER NAME:	
CSD NUMBER:	
% OF TOTAL GROSS TURNOVER OFFERED	



TENDER NOTICE

RFP NO.02/22/23

Bids are hereby invited for **THE APPOINTMENT OF A SERVICE PROVIDER FOR A COMMERCIALISATION OPPORTUNITY TO MANAGE A RESTAURANT FACILITY IN THE BAVIAANSKLOOF WORLD HERITAGE SITE'S INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS.**

The Eastern Cape Parks and Tourism Agency (ECPTA), established and mandated in terms of the Eastern Cape Parks and Tourism Agency Act (2 of 2010), is responsible for the management of certain protected areas in the Eastern Cape. In order to achieve its management objectives, the Agency requires the services of an experienced service provider for **THE APPOINTMENT OF A SERVICE PROVIDER FOR A COMMERCIALISATION OPPORTUNITY TO MANAGE A RESTAURANT FACILITY IN THE BAVIAANSKLOOF WORLD HERITAGE SITE'S INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS.**

Bid documents outlining detailed specifications will be made available from Friday **28th November 2022** **"FREE OF CHARGE"**. Documents can be downloaded from the ECPTA website: www.visiteasterncape.co.za/corporate/procurement/tenders or Eastern Cape Provincial Treasury: www.ectreasury.gov.za or National Treasury e-tender portal: www.etenders.gov.za

A Compulsory briefing will be held on **6th December 2022 at 11h00. Venue** is the Baviaanskloof WHS (Western Section) **GPS Co- ordinates: Latitude - 33°31'31.4"S Longitude - 23°38'57.9"E**

Bidders are advised to use a high clearance vehicle

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Tuesday, 24th January 2023, at which time the bids will be opened in public.**

For all enquiries regarding the bid document please contact Ms. Unathi Zinganto at 043 492 0687, e-mail: Unathi.zinganto@ecpta.co.za or Contact Mr. Bulelani Silangwe for technical enquires at 043 492 0892 during working normal hours, email bulelani.silangwe@ecpta.co.za



MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
CENTRALIZED SUPPLIER DATABASE REPORT (FULL CSD REPORT) JANUARY 2023	
Signed General conditions of contract	
Invitation to Bid (SBD 1)	
Bidders Disclosure (SBD 4)	
Preference Claim Form (SBD 6.1)	
Certified copy of B-BBEE Certificate or Sworn Affidavit	
Joint Venture Declaration Form	
Joint Venture Agreement	
Consolidated B-BBEE Certificate for Joint Venture	
Authority to sign bid documents	
Company details	
STAGE 1: COMPLIANCE REQUIREMENTS	
Attendance of Compulsory Briefing	
STAGE 2: FUNCTIONALITY	
Company Experience	
Team Capability	
Proposal / Methodology	
STAGE 3: PRICE PROPOSAL	
Financial Proposal	
B-BBEE Certificate	



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	RFP 02/22/23	CLOSING DATE:	24 January 2023	CLOSING TIME:	11h00am
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR A COMMERCIALISATION OPPORTUNITY TO MANAGE A RESTAURANT FACILITY IN THE BAVIAANSKLOOF WORLD HERITAGE SITE'S INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Cnr. Oxford and Fleet Street					
East London					
5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Unathi Zinganto		CONTACT PERSON	Mr. Bulelani Silangwe	
TELEPHONE NUMBER	043 492 0871		TELEPHONE NUMBER	043 492 0892	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Unathi.zinganto@ecpta.co.za		E-MAIL ADDRESS	Bulelani.silangwe@ecpta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

BID DOCUMENT – THE APPOINTMENT OF A SERVICE PROVIDER FOR A COMMERCIALISATION OPPORTUNITY TO MANAGE A RESTAURANT FACILITY IN THE BAVIAANSKLOOF WORLD HERITAGE SITE'S INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS



<p>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>		<p>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p>	
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



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1. IMPORTANT GENERAL INFORMATION

This Request for Proposals ("the RFP") is issued by Eastern Cape Parks & Tourism Agency ("ECPTA") in accordance with the guidelines for Public Private Partnerships ("PPPs") contained in National Treasury's Tourism PPP Toolkit, and in compliance with Treasury Regulation 16 issued in terms of the Public Finance Management Act 1999.

Should a bidder apply for more than one opportunity, it is requested that the bidder rank the opportunity in the order of preference, as only one opportunity will be awarded per successful bidder. In the event that the bidder is shortlisted for all bids and there are no other shortlisted bids, the ECPTA reserves the right to consider the bidder for all opportunities.

No.	Commercialization Opportunity	BID NO.	Order of Preference <i>Select (1/2/3/4)</i>
1	Conference Facility	RFP 01/22/33	
2	Restaurant	RFP 02/22/23	
3	Curio Shop	RFP 03/22/23	
4	Hiking Trail	RFP 04/22/23	

No verbal discussion with any staff or advisor of ECPTA can change, add to or clarify any of the terms and conditions contained in this RFP. Bidders should only rely on written changes, additions or clarifications from the duly authorised Project Officer of ECPTA, circulated to each bidder. E-mail communications from ECPTA to Bidders will count as written communication.

The bid will be conducted in accordance with and shall be governed by the laws of the Republic of South Africa and this RFP.

Bids and all correspondence and documents relating to Bids shall be in the English language.

The submission of a Bid by a Bidder implies full knowledge and acceptance of, and submission to, all the terms and conditions set out in this RFP, the concession Agreement and under the applicable laws of the Republic of South Africa.



The bidders may only request clarification in writing at least 5 working days before the closing date stated in the Tender Notice. **No requests for clarifications will be accepted after the 16th of January 2023.**

Bidders shall be responsible for any and all costs, expenses and losses incurred by them in the preparation and submission of Bids or otherwise in connection with the Tender. ECPTA will not compensate Bidders for any such costs, expenses or losses, regardless of the outcome of the Tender.

The Eastern Cape Parks and Tourism Agency Supply Chain Management Policy will apply.

Bidders **must** be registered with the Treasury Central Supplier Database (CSD) and submit a full copy of the CSD report for the month of January 2023.

Service providers who are not registered with the National Treasury Central Database of Suppliers must visit www.csd@treasury.gov.za to register their companies, after the completion of the registration report, a summary report must be included to their bid documents.

Eastern Cape Parks and Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.

The award of this bid may be subjected to price negotiation with the preferred bidder(s).

Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.

ECPTA reserves the right to terminate the contract if it is not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.

The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid document.

Bids submitted are to hold good for a period of **150** days.



2. THE PPP OPPORTUNITY

2.1. BACKGROUND

Eastern Cape Parks and Tourism Agency (ECPTA) is responsible for developing and implementing commercial activities inside nature reserve by utilising the rich natural and cultural resources in the reserves. Through creating these activities and offering quality experiences to visitors, ECPTA will be able to enhance its revenue generation efforts. Baviaanskloof WHS boasts a newly launched state of the art Interpretive Centre developed based on the dense biodiversity, paleontological, archaeological, and geological evidence of the heritage site. The Interpretive Centre also has a restaurant, conference room, curio shop facilities and a Visitor Information Centre (VIC) amongst others.

The successful management of the concession at the interpretive centre will support both the conservation and tourism mandates of ECPTA as well as beneficiation for the local community. Furthermore, the successful management of the concession should further increase the demand for the tourism products and services in the Nature Reserves and advance skills development and economic opportunities for the locals. This project will enhance the competitiveness of the provincial reserves thus improving the product offering within Baviaanskloof WHS. Operational excellence of the concession should be managed in a sustainable manner in order to provide tangible benefits to communities in order to contribute to ECPTA revenue generation as well as promoting the Eastern Cape destination brand.

Baviaanskloof World Heritage Site is made up of 270 000ha of some of the most diverse landscapes, animal life, flora, fauna and other forms of life, as part of the Cape Floristic Region. The Baviaanskloof World Heritage Site is one of the World's 34 biodiversity hotspots and listed as a UNESCO World Heritage Site.



2.2 BAVIAANSKLOOF WHS INTERPRETATIVE CENTRE



The construction of an interpretive centre covers approximately 1036m² of floor area. The entire project site covers 9388m² with external works taking coverage of about 8352m². The site is situated 33°31'16.74" S; 23°39'37.66" E in the Baviaanskloof.

Attractions around Baviaanskloof WHS:

- Dome
- Kouga Dam
- Sarah Baartman's gravesite - Hankey
- Fig Tree Forest at Baviaanskloof
- Padlangas
- Grootrivierpoort
- Vero's Craft Shop
- Willowmore
- Makkedaat Caves
- Largest sundial in Africa / 2nd largest in Southern Hemisphere – Hankey



2.3 TERMINOLOGY & DEFINITIONS

The following terminology has been used throughout this document:

- ECPTA – Eastern Cape Parks and Tourism Agency
- Interpretative Centre - Baviaanskloof Interpretative Centre (where the restaurant is located)
- The Operator – Name of registered business, appointed operator
- Restaurant – Restaurant situated inside the interpretative centre (*ECPTA to own Intellectual Property of the name as well as brand identity elements*)

2.4 BACKGROUND DOCUMENTATION

The service provider will have to become familiar with all background documentation available on commercialisation and tourism on protected areas within ECPTA which include the following:

- a) Concession Agreement
- b) Protected Area Management Plan
- c) Conservation Development Framework
- d) ECPTA Commercialisation Strategy
- e) Commercialisation SOP
- f) ECPTA Concession Framework
- g) PPP Toolkit for tourism

2.5 INTERPRETATIVE CENTRE ENTRY TIMES

Although the Interpretative Centre is open 365 days a year, the operator may negotiate the days and hours of operation with the ECPTA.

Gate Hours:

- 8:00 am – 16:30 pm daily

ECPTA Office Hours:

- 8:00 am – 16:30 pm weekdays only
- 8:00 am- 16:30 pm weekends and public holidays

Gate entry rates for 2022/2023 are:

- Adults: R25
- Students with student cards: R15
- Children under 6 years- Free
- Senior citizens: R15

NB. Conservation / Entrance fee prices are revised on an annual basis and are subject to change.



2.7 CONDITIONS OF OPERATION

Smoking

The ECPTA buildings are strictly NO SMOKING ZONES.

No smoking will be allowed in any of the ECPTA buildings – only in the outdoor designated smoking areas where “No Smoking” signage has been put up.

Refuse

The Operator will be expected to remove all refuse from their area of operation at least daily to the garbage collection area. Cans, glass, plastic, and paper are to be stored separately for re-cycling purposes. The separation of this waste will be the responsibility of the Operator and the ultimate removal and transport of all refuse will be the responsibility of the Operator. The Operator will comply with any reasonable request from the ECPTA and will have regard for the ECPTA’s policies on environmental management.

Cleaning

The Operator will be responsible for the cleaning and maintenance of all facilities under its control. The facility must be cleaned not only to a high visual standard but to a standard that ensures that all surfaces stand the test of swabbing by inspection carried out on an ad-hoc basis. The Operator will be required to use high quality cleaning materials and chemicals (particularly sanitizers) purchased from well-established and reputable chemical companies.

The Operator will be responsible for cleaning of all public areas including the grounds attached to its leased premises.

The Operator will be responsible for organising and maintaining records of:

- Deep cleaning of staff facilities and public toilets.

Parking

Staff parking will be available in the main car parking. The exact number of bays is to be negotiated with the ECPTA.

Safety

The ECPTA requires full compliance with the Occupational Health and Safety Act (OHASA) and Section 37 that deals with the responsibility’s incumbent with mandatories. The provision of First Aid boxes and the training of staff in basic First Aid will be the responsibility of the Operator.

All accidents and injuries are to be reported to the ECPTA and recorded in the Operator’s Accidents and Injuries book for immediate action.



Insurances

The operator shall at all times during the term of the lease maintain liability insurance for the leased premises operations and product liability to the minimum value as negotiated with the successful service provider.

Emergency procedures

The Operator will be expected to familiarise its staff with the ECPTA's emergency procedures particularly in respect of fire, suspicious objects and armed robbery. The Operator will be called upon to co-operate in the arrangement of practice drills and emergency procedures.

All staff is to be familiar with instructions on how to use fire appliances. All fire suppressing systems, extinguishers, and any other fire prevention and combatting items needed at the restaurant must be provided by the Operator. The care and long-term maintenance and servicing of such items will be the responsibility of the Operator who must on an annual basis provide the necessary certificates of service.

Staff members

The operator shall comply with all applicable government regulations related to the employment, compensation and payment of said personnel. The operator must purchase and maintain Workers' Compensation Insurance as required by stated and Occupational Health and Safety Act. 2015.

Telephone

The Operator will be supplied with voice (Telephone) and data points (Computer) in the restaurant or where suitable in the centre. The cost of telephone calls and rental will be for the Operator's account. On ultimate termination of the lease, ownership of the telephone number and equipment will vest with the ECPTA.

Licences

All relevant certificates must be obtained and maintained by the Operator.

Signage

The ECPTA will be responsible for providing and maintaining directional signage to all public areas. The Operator will be responsible for providing signage within its facilities such as the name of the outlet, emergency exits, fire extinguishers, toilets no smoking signs and similar. All signage is to be approved by the ECPTA.



Marketing and advertising

The Operator will be required to spend at least 2% of net sales revenue on marketing per annum. Any marketing material will have to be approved by the ECPTA. Where appropriate the ECPTA will promote the Interpretive Centre as much as possible and in return the Operators will be expected to promote the restaurant. Intellectual Property with regards to naming and brand identity elements will remain ECPTA's. The Operator/s will not be allowed to advertise anywhere within the Interpretive Centre without prior written approval of the ECPTA.

Visitors

All visitors attending private functions are regulated by means of a guest list. All entrance fees for private functions are paid over to ECPTA separately by the operator and therefore private function visitors will not pay gate entrance fees as their entrance fees is included on the quoted price. The same applies to conference delegates.

Use of catering facilities

The Operator will not be able to use the ECPTA facilities for any purposes other than those indicated in this document, without prior written consent from the ECPTA. Similarly, the ECPTA will not be able to use any of the Operator's facilities without its prior written consent.

Equipment

The Operator will be expected to add whatever equipment, furniture and fittings necessary for it to maximise revenue opportunities and provide a high standard catering service at the Interpretive centre.

Furniture, cutlery, crockery & glassware

These items are not provided by the ECPTA and will need to be obtained by the operator. The operator will be responsible for maintaining stock levels at its own expense.

Maintenance

The Operator will be responsible for the day-to-day maintenance and servicing of its facilities, all surfaces and equipment whether the equipment has been supplied by the Operator or the ECPTA. All associated equipment is to be serviced, maintained and/or replaced by the Operator, at its own expense, in order to provide a continuous catering service at the Restaurant.



Equipment purchased by the ECPTA will remain the property of the ECPTA and is to be returned in the condition it was originally handed over with fair wear and tear taken into consideration and/or replaced or repaired in cases of breakage, malfunction or theft. Should the ECPTA consider it necessary, independent equipment specialists may be called on to inspect and repair or replace any equipment supplied by the ECPTA and the cost thereof will be refunded to the ECPTA by the Operator.

The ECPTA will be responsible for all structural maintenance to the building unless any repairs are required as a result of Operator negligence or guest vandalization.

2.7 THE BAVIAANSKLOOF WHS RESTAURANT

Restaurant Objectives

The Operator will be required to supply a service that primarily maximises the popularity and usage of the Restaurant by:

- Developing a concept which has some speciality as a draw-card.
- Creating a pleasant eating ambiance in which the Interpretive Centre's visitors can relax and enjoy good service, good quality food and drink under hygienic conditions.
- Where visitors feel that they are getting value for money.
- Creating a pleasant function venue where guests can relax and enjoy good quality hospitality.
- Offering function menus that reflect modern eating habits.
- Attractively presenting and merchandising food and local beverages of the area.
- Adherence to OHS and safety protocols.
- Where service excellence is provided to customers

Facilities Include:

- Dining Hall
- Kitchen
- Preparation space
- Back of the house
- Cold room
- Lavatories
- 4 plate gas stoves



Use of Catering Facilities

The Operator will not be able to use the ECPTA facilities for any purposes other than those indicated in this document, without prior written consent from the ECPTA. Similarly, the ECPTA will not be able to use any of the Operator's facilities without its prior written consent.

Equipment

The Operator will be expected to add whatever equipment, furniture and fittings necessary for it to maximise revenue opportunities and provide a high standard catering service at the Interpretative centre. The restaurant kitchen will be handed over installed with the following equipment:

- Cold room
- Food store
- Staff room

All items (attached or loose) listed and currently found in and outside the restaurant, are the property of the ECPTA.

Furniture, Cutlery, Crockery & Glassware

These items are not provided by the ECPTA and will need to be obtained by the operator.

Maintenance

The Operator will be responsible for the day-to-day maintenance and servicing of its facilities, all surfaces and equipment whether the equipment has been supplied by the Operator or the ECPTA.

All associated equipment is to be serviced, maintained and/or replaced by the Operator, at its own expense, in order to provide a continuous catering service at the Restaurant.

Equipment purchased by the ECPTA will remain the property of the ECPTA and is to be returned in the condition it was originally handed over with fair wear and tear taken into consideration and/or replaced or repaired in cases of breakage, malfunction or theft. Should the ECPTA consider it necessary, independent equipment specialists may be called on to inspect and repair or replace any equipment supplied by the ECPTA and the cost thereof will be refunded to the ECPTA by the Operator.



The ECPTA will be responsible for all structural maintenance to the building unless any repairs are required as a result of Operator negligence or guest vandalization.

The Operator shall be responsible for the maintenance and renovation of the interior of the building that includes finishes, including light bulbs, electrical fittings, sanitary, tiling, plastering, painting and ironmongery that relates to the following.

- Sanitary fittings within the area (basins, sinks, toilets)
- Wall finishes like painting, tiling, plastering and cladding
- Internal floor finishes (tiling, screed, carpets etc.)
- Internal electrical (DB and contents and all electrical works e. g replacing bulbs, bulb fittings and switches). The private party shall ensure that if there are electrical work to be done that needs a COC, that it should be done by a registered electrician that can issue the certificate (ECPTA to provide a CoC on handover)
- Internal plumbing (piping, fittings, valves and taps)
- Air conditioning, water coolers and geysers replacements if necessary
- Internal waste drainage (all piping included the first fat traps or gullies outside the building)
- Responsible for kitchen equipment, maintenance of cool rooms and freezers with refrigeration equipment

TERMS OF TRADING

The Operators will be offered a 10-year performance-based contract commencing upon appointment (as agreed between the Operator and the ECPTA). The ECPTA reserves the right to review the contract on a period to be determined by ECPTA. The ECPTA reserves the right to terminate the contract on material breach by the operator.

CONTRACTUAL TERMS

Contractual terms include the following:

- Be responsible for paying all operational overheads including insurance (Content Insurance and Public Liability), electricity, water, gas and telephone and electricity.
- Provide the necessary equipment to operate the facilities as indicated in this document
- Exclusive traversing rights with limited access, undertake project at own cost and risk



- Concessionaire to bear all risks & costs (floods, fire etc), indemnify ECPTA against any liability and loss
- All Intellectual Property (IP) of ECPTA remains its IP
- Operator is expected to apply green principles in the management of the facility and abide by the relevant heritage and environmental conditions of the site
- Operator must accept and co-operate with ECPTA Asset Management systems including updating of the ECPTA Asset Register as and when required.
- Operator must strive to obtain accreditation for the facility within the first 3 - 5 years of operation
- The Operator will pay fees to the ECPTA for the right to use the concession area, either as a minimum annual rental or as a percentage of gross revenue—whichever is the greater.
- The Operator will appoint a firm of accredited auditors and submit to the ECPTA all required reports relating to all relevant operations and financial statements. The Operator will present the ECPTA with audited accounts at the end of each financial year.
- The ECPTA will be entitled to terminate the contract if the Operator commits a material breach of the terms of the concession contract. The Operator will have the right to terminate the contract if the ECPTA commits a material breach of its obligations.
- The Operator shall employ at least 50% of his staff compliment from neighbouring community.



3. SITE VISIT

The Site Visit process is organised for the Bidders with the following objectives:

- to provide all Bidders the opportunity to ascertain all information they need to present informed and competitive bids for the sites they are qualified to bid for, including physical facilities; and
- to ensure that such access to information is equal for all Bidders.

Attendance will inform Bidders of possible challenges and opportunities that may or may not have an impact on the feasibility studies conducted by Bidders and will further serve to ensure the accuracy of viabilities conducted for the facility.

A Compulsory briefing will be held on **6th December 2022 at 11h00**. Venue is the Baviaanskloof WHS (Western Section) **GPS Co- ordinates: Latitude - 33°31'31.4"S Longitude - 23°38'57.9"E**. **Bidders are advised to use a high clearance vehicle**

Please note that traveling and accommodation costs for this visit will be for the bidders account.

Each Bidder shall be solely responsible for its own due diligence investigation of the investment-opportunity, the proposed Concession Agreement terms and all matters relating to this RFP. Neither ECPTA nor any of their respective officers, employees, agents or advisers makes any representation or warranty, express or implied, concerning any matter affecting the PPP opportunity, except for the representations and warranties of ECPTA that will be set out in the Concession Agreement.

No verbal agreement or conversation with, nor any verbal clarification from, any officer or employee of ECPTA or any of their advisers shall affect or modify any of the terms and conditions contained in this RFP. Only written amendments, supplements or clarifications to this RFP from duly authorised Project Officer of ECPTA, circulated to each Bidder, should be relied upon as authorised.



4. GENERAL CONDITIONS OF THE BID

1. Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (Clause 2: The PPP opportunity).

3. Contract to be Binding

ECPTA will enter into a concession agreement with the successful service provider.

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The highest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

6. Signing of Documents

Bidders are required to return the complete set of documents duly signed.



7. Period of Validity for Bids and withdrawal of Bid after Closing Date

Bids are to be held valid and binding for 150 days from the closing date of submissions (calculated from, but not including, the due date).

8. Penalty Provision

Should the successful Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so.

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by the ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- (ii) A new Bid price.

9. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.

10. Price Escalation

To be provided on the financial proposal over the full ten-year contract period.

11. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been



signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

12. Duration of the Bid

The contract period is for a period of 10 years reviewable as determined by ECPTA.

13. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract. The operator shall at all times during the term of the lease maintain liability insurance.

14. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

15. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. A concession agreement will be signed between ECPTA and the successful service provider.



5. SUBMISSION OF BID

Bids must be submitted in sealed envelopes clearly marked “**THE APPOINTMENT OF A SERVICE PROVIDER FOR A COMMERCIALISATION OPPORTUNITY TO MANAGE A RESTAURANT FACILITY IN THE BAVIAANSKLOOF WORLD HERITAGE SITE’S INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS**”- RFP NO. 02/22/23” Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **24TH of JANUARY 2023**

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted Ms. Unathi Zinganto at 043 492 0687 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: unathi.zinganto@ecpta.co.za

How will bids be opened.

The ECPTA official will publicly open and register all bids received.



6. INCOMPLETE BIDS

Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

The bid evaluation committee will check bid to see whether all the documentation that this RFP requires has been submitted correctly.

If a bid is not complete or something in it is not clear, the bid evaluation committee may, but is not obliged to, ask Bidders for more information. Bidders will receive such requests for more information in writing. No substantial changes to the bid will be asked for or allowed, except if there is a clear mistake in the bid.

ECPTA may, but is not obliged to, disqualify a bid that is not complete or requires clarification without a request for further information.

ECPTA shall not be obliged to reimburse Bidders for any costs and/or damage they incurred during the preparation of Bid Submissions, in the event of cancellation, disqualification, suspension, modification or delay of the Tender



7. EVALUATION CRITERIA

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAME WORK ACT (PPPFA) of 2000 AND ITS REGULATIONS OF 2017

A three (3) Stage Evaluation process will be employed. In Stage One (1) Bids will be evaluated based on compliance with the bid requirements. Only bidders who meet all the criteria for compliance with the bid requirements will advance to Stage 2. In Stage two (2), bids will be evaluated on functionality criteria. Only bidders who achieve a minimum score of **70** out of 100 will be evaluated on Stage 3.

STAGE 1: COMPLIANCE WITH BID REQUIREMENTS

Bidders must comply with the set of compliance requirements listed below. The compliance requirements stated below are project specific and disparate from the pre-qualification requirements enshrined in the Preferential Procurement Policy Regulations of 2017.

Compulsory Briefing: Bidders must attend the compulsory briefing meeting on site.

Failure to comply with the above requirement will lead to immediate rejection of the bid.

STAGE 2: FUNCTIONALITY

Bidders must obtain a minimum score of **70** points and above on functionality in order to be considered for Stage 3. Bidders who score less than 70 points will be regarded as non-responsive and disqualified from the process.

Criteria	Points
<p>Company Experience:</p> <p>The company must have operated a similar business with a successful and proven track record:</p> <ul style="list-style-type: none">▪ 3 years' experience and more (20 points)▪ 2 years' experience (15 points)▪ 1 year or less of experience (10 points) <p>Proof of experience must be submitted in <u>ANY</u> of the following document and must include the period of assignment, type of services offered and be on a client's letterhead:</p> <p>a) Appointment letters</p>	20



<p>b)Reference letters c)Copies of contracts or SLA d)Copies of purchase orders e)Proof of affiliation with industry body / Association detailing period of membership / affiliation.</p> <p>NB: FAILURE TO SUBMIT PROOF OF EXPERIENCE IN THE ABOVE-PRESCRIBED FORMAT WILL LEAD TO ZERO POINTS AWARDED. NO PARTIAL POINTS WILL BE ALLOCATED FOR PARTIAL INFORMATION SUBMITTED.</p>	
<p>Team Capability</p> <p>Suitable restaurant manager with experience in Hospitality/Tourism Industry:</p> <p><u>Restaurant Manager experience</u></p> <ul style="list-style-type: none"> ▪ 3 years' experience and more (30 points) ▪ 2 years' experience (20 points) ▪ 1 year or less of experience (10 points) <p>BIDDERS MUST SUBMIT DETAILED CV'S OF RESTAURANT MANAGER AND ORGANOGRAM. FAILURE TO SUBMIT WILL RESULT IN NO POINTS ALLOCATED. CV OF A RESTAURANT MANAGER SHOULD CLEARLY LIST SIMILAR WORK EXPERIENCE WITH CONTACTABLE REFERENCE. NO PARTIAL POINTS WILL BE AWARDED FOR PARTIAL INFORMATION SUBMITTED.</p>	30
<p>Proposed operation (Methodology):</p> <p>The bidder must submit a detailed methodology to demonstrate understand of scope of work. The methodology must indicate but not limited to:</p> <ul style="list-style-type: none"> ▪ Clearly state how will the target market segment be attracted (20 points) ▪ Demonstrate the knowledge of understanding tourism industry norms & standards which applies (15 points) ▪ Clearly state time frames for the implementation of the project (15 points) <ul style="list-style-type: none"> ○ Activities from appointment till execution ○ Milestones for the project <p>A bidder must clearly demonstrate the ability in establishing relations with local tourism operators in particular the accommodation establishments.</p> <p>The methodology must be detailed in order to establish operational sustainability.</p>	50
<p>Total</p>	100



STAGE 3: PRICING PROPOSAL

The pricing proposal must give a clear indication of commercial benefit to ECPTA:

- Clear indication of how the concession will generate revenue
- Indication of the investment turn over and timelines so that it is clear that the company will breakeven

The top 3 highest scoring bidders for Stage 3 may be required to prepare presentations to ECPTA.

Price & B-BBEE

Criteria	Points Available
Bid Price	80
B-BBEE Contribution Level	20
Total	100

Price and B-BBEE points will be calculated as described in the Preferential Procurement Regulations of 2017. SBD 6.1 form must be used to claim B-BBEE Status level of the company. **NB: Certified copy or original B-BBEE Status Level Verification Certificate/ Sworn Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero.**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where-

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{max} = Price of highest acceptable tender.



8. FINALISING AGREEMENT

The ECPTA will enter into a concession agreement with the successful operator. The Operator will be offered a 10-year performance-based contract commencing upon appointment (as agreed between the Operators and the ECPTA). The ECPTA reserves the right to review the contract on a period to be determined by ECPTA to ensure that the operator complies with the standards of operation as required. The ECPTA reserves the right to terminate the contract on material breach by the operator.



9. INFORMATION ON BIDDER

Bidders must submit the following information.

Standard documents

- Company Profile
- Company registration
- Shareholder certificate
- Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
- Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
- A copy of your CSD Report for the month of January 2023.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.



10. ANNEXURE A: FINANCIAL PLAN

The bidder must indicate how much capital will be needed, where it will come from (own capital, grants, loans) and the expected amount and terms (interest rate, repayment period, security) of any proposed loans. Specify whether the necessary financing has been secured and provide appropriate proof.

Indicate the amounts proposed for capital investment and specifically for the following:

- Refurbishment of the restaurant facility.
- Purchase of assets.
- Where a franchise is proposed, the bidder should show that the capital is available to secure the franchise and also that agreement was reached that the bidder will be allowed to become a franchisee; and
- Training of staff

Only shortlisted bidders will be required to submit the latest financial statements or a recent auditor's report confirming that all the members of the bidder are solvent and liquid. If a member of the bidder does not produce audited financial statements, it must produce a notarised statement of assets.



A cash flow forecast (net of VAT) for the proposed term (10 years) of the concession Agreement.

This may be in a spread sheet format of the bidder's choice, but must at least present the following:

	Start-up R'000	Year 1 R'000	Year 2 R'000	Year 3 R'000	Year 4 R'000	Year 5* R'000
Cash inflows						
Owners' capital						
Loans received						
Grants received						
Cash from sales and other operating revenue						
Cash from other sources						
<i>Total cash inflow (A)</i>						
Cash outflows						
Project costs and start-up expenses						
Salaries, wages and staff costs						
All other operating costs and expenses						
Loan repayments						
Infrastructure upgrades/Building additions/ internal décor etc.						
Replacement of equipment and vehicles						
<i>Total cash outflow (B)</i>						
Net cash flow [A – B] before PPP fees and tax						

* Adapt for the 10-year term of the PPP



PRICE OFFER

Bidders must present the PPP Fee Offer in the form of a letter on the bidder's letterhead as follows, inserting the bidder's name and the percentage of gross revenue for the variable PPP bid as indicated:

Form of Letter

To: Eastern Cape & Parks Agency

17-25 Oxford Street, East London, 5201

[Name of bidder] hereby commits to pay to ECPTA the higher of:

- (a) the minimum concession fee and
- (b) the Variable concession Fee, expressed as a percentage of aggregate gross revenue as defined in the PPP agreement for the relevant project year.

The Variable PPP Fee bid by [name of bidder] is _____[percentage]% of gross revenue.

[Name of bidder] hereby warrants that the committed minimum concession fee and the Variable concession Fee shall be included in the concession agreement, if accepted by ECPTA.

For indicative purposes only, our projection of fees payable to ECPTA is:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7*
Gross revenue (net of VAT)							
Percentage of gross revenue due as Variable concession Fee (same for each year)							
PPP fee due Minimum concession fee or Variable concession Fee, whichever is greater							

* Adapt for the 10 year term of the PPP.

The person signing below is a duly authorised representative of the bidder with full power and authority to submit this financial offer and commit the bidder to its terms.

Signed: _____

Name: _____

Title: _____



11. ANNEXURE B: BUSINESS PLAN

Background and existing operations

Number of years in Business

Turnover of existing business

Experience in running a restaurant facility and specifically in difficult areas (remote, no access to temp staff, challenges related to basic services and logistics, etc)

Outline cost of sales and pricing policy

The business plan should at least cover the following areas:

- People
- Equipment and
- Products

Marketing - Local initiatives and promotional campaigns

Training

How is training conducted

How are critical positions trained

Labour

Give an undertaking that staff employed will be paid in line with labour legislation.



12. ANNEXURE C: RISK MANAGEMENT

Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (institution/ private party/ shared)
Financing	Required capital for capex and opex may not be raised / secured; loans repayments might be difficult; tax obligations may not have been fully taken into account or may change; fluctuating inflation, interest rates, oil prices and currency fluctuations may affect assumptions			
Supporting infrastructure	Supporting infrastructure may be inadequate to sustain the enterprise (inclusive of staff housing)			
Planning, design and construction	Planning consents may not be acquired or granted; the design may not be fit for the purpose; construction may not be completed on time and in budget or might be higher than anticipated			
Utilities	Utilities may not be fully available or may cause delays			
Utilities	Insufficient coverage (cell phone or landline) due to location			
Environment and heritage	Liability for losses caused by environmental or heritage damage or delays			
Maintenance	The costs of maintenance to required standards may vary from projections or maintenance may not be carried out			



Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (institution/ private party/ shared)
Operations	Any factors (other than force majeure) that may impact on operations.			
Market, demand, volume	The demand for the product may be less than projected.			
Political	Unforeseeable conduct by any government institution may adversely affect the project, or the government may expropriate private party assets			
Force majeure	Unexpected events beyond either party's control			
Insurance risks	Loss of income caused by extreme events such as drought, fire or flooding			
Insurance risks	Public liability in the event of claims by clients related to hygiene deficiencies			



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 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:

.....
.....

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 consortium¹ 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

¹ 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.



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.
- 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



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20... preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100



- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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



$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)



- Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors,



or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
.....
.....
.....



c) Physical address.....
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address



Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....



5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)

Anticipated on-going capital contributions in Rands

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES



	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....
.....
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....
.....
.....

(c) Signing, co-signing and/or collateralising of loans

.....
.....



-
- (d) Acquisition of lines of credit
.....
.....
.....
- (e) Acquisition of performance bonds
.....
.....
.....
- (f) Negotiating and signing labour agreements
.....
.....
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations.....
- (b) Major purchasing.....
- (c) Estimating
- (d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,
.....



.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....
 .

 .

 .

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).



10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....



.....
(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....
.....
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of



Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name



JOINT VENTURE AGREEMENT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.



COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name	
Company Registration Number	
VAT Number	
Bank Name	
Branch Name	
Bank Account Number	
Professional Registration Details	
Professional Indemnity Details	



PROOF OF INSURANCE AND LIABILITY COVER

(NB) Please attach proof of insurance and liability cover to the next page.



ATTACH PROOF OF INSURANCE AND LIABILITY COVER HERE



AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.



ATTACH RESOLUTION OF SIGNATORY

