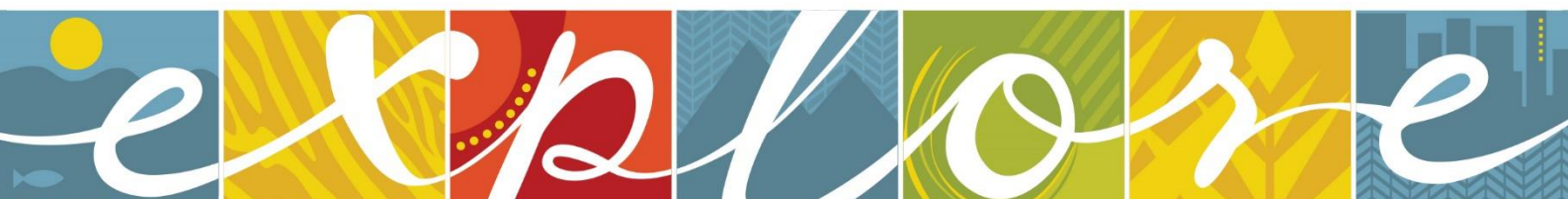


REQUEST FOR PROPOSAL

RFP NO.01/23/24

THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS

ADVERTISEMENT DATE:	20 OCTOBER 2023
COMPULSORY BRIEFING: The Venue: is the Baviaanskloof WHS (Western Section) GPS Co- ordinates: Latitude - 33°31'31.4"S Longitude - 23°38'57.9"E.	<u>Two Optional Dates</u> 10 November 2023 @ 14h:00 PM Or 08 December 2023 @ 14h:00 PM <i>Bidder can choose any of the above dates, it is compulsory to attend only one of the sessions.</i>
CLOSING DATE:	16 JANUARY 2024 @ 11H00 AM
ADDRESS:	ECPTA Offices 17-25 Oxford Street, East London
BIDDER NAME:	
% OF TURNOVER GROSS REVENUE OFFERED	



TENDER NOTICE

RFP NO.01/23/24

Bids are hereby invited for **THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 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 **AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS.** Bid documents outlining detailed specifications will be made available from Wednesday **25th October 2023** **"FREE OF CHARGE"**. Documents can be downloaded from the ECPTA website: www.visiteasterncape.co.za/corporate/procurement/tenders or National Treasury e-tender portal: www.etenders.gov.za

A Compulsory briefing will be held on two separate dates namely, 10th of November 2023 at 14h00 and the 08th of December 2023 @14h:00. Bidders do not have to attend both sessions, it is compulsory to attend only one session and not both. The Venue for both briefing sessions 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, 16th of January 2024, 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 0871, 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

BID DOCUMENT FOR THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS.

RFP 01/23/24

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MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Centralized supplier database report (full CSD report) - January 2024	
Signed General conditions of contract	
Invitation to Bid (SBD 1)	
Bidders Disclosure (SBD 4)	
Preference Claim Form (SBD 6.1)	
Joint Venture Declaration Form	
Joint Venture Agreement	
Authority to sign bid documents	
STAGE 1: COMPLIANCE REQUIREMENTS	
Attendance of Compulsory Briefing	
STAGE 2: FUNCTIONALITY	
Company Experience	
Financial Capacity	
Team Capability	
Operational Proposal	
STAGE 3: PRESENTATION	
Presentation	
STAGE 4: PRICE & SPECIFIC GOALS	
Financial Proposal (Price)	
Specific Goals	
Evidence for Specific Goals Claimed	
ID Copies of Directors	
CIPC registration certificates	
Medical certificate for disability Preference Points Claim	
Proof of Address (Municipal account or lease agreement or Council Letter or Statement of Account)	

BID DOCUMENT FOR THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	RFP 01/23/24	CLOSING DATE:	16 January 2024	CLOSING TIME:	11h00am
DESCRIPTION	THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 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:		O R	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 FOR THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 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 /SERVICE S /WORKS OFFERED ?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p>	
---	--	---	--

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:

.....

BID DOCUMENT FOR THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS.



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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.

1.1 Introduction

Eastern Cape Parks and Tourism Agency (ECPTA) is responsible for developing and implementing commercial activities inside the 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 World Heritage Site (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) among 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 these concessions 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. These projects will enhance the competitiveness of the provincial reserves thus improving the product offering within Baviaanskloof WHS. Operational excellence of these concessions 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 Province as tourism destination



1.2. Objectives

The ECPTA wishes to enter into a Public-Private Partnership (PPP) for the operationalization of the Baviaanskloof Interpretive Centre for a period of 10 years with an option to renew for a further period of 5 years.

1.3 Value for Money

High-level commercialization objectives for the ECPTA include the following:

- Revenue generation.
- Tourism promotion.
- Broad Based Black Economic Empowerment.
- Infrastructure maintenance.
- Job creation.
- Optimal use of all assets; and
- Further biodiversity protection and conservation.

1.4. Communication

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 this bid 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 5th of January 2024.**



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's Supply Chain Management (SCM) 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 2024.

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 proposal may be subjected to negotiations with the preferred bidder(s).

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

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 Baviaanskloof WHS Interpretative Centre



2.2 Geographical Location

The interpretive centre is situated in the western section of the Baviaanskloof, and accessible by Willowmore. A key linkage for the western WHS Interpretive Centre will be to draw travellers from the coastal N2, either to the N9 at George or through the mountain passes above Knysna and Plettenberg Bay to Uniondale and then to the Interpretive Centre, and thereafter onto Cape Route 62 through the Lang Kloof. Arguably the most notable natural heritage tourism asset located in the Sarah Baartman District Municipality is the Baviaanskloof.

2.3. The Facilities at the 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. The facility offers the following

- Conference room
- Gallery
- Administration office
- Hall

BID DOCUMENT FOR THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS.



- Waiting area, - Storage
- Kitchen - Office
- Cafeteria - Toilets (males and females)
- Timber decks - Service yard
- Covered terrace - Parking

2.4 Tourist Attractions

The Baviaanskloof is a tourism destination that offer various attractions in and around the Baviaanskloof Community. The Following attractions can be found around the Baviaanskloof WHS.

- Dome
- Kougá Dam
- Sarah Baartmans's gravesite – Hankey
- Fig Tree Forest at Baviaanskloof
- Padlang
- Vero's Craft Shop
- Willowmore Town
- Makkedaat Caves
- Largest sundial in Africa / 2nd Largest in the Southern Hemisphere – Hankey
- Grootrivierpoort
- Leopard Trail

The portfolio of potential activities for visitors around the Interpretive Centre may include:

- A short walk to rock-art site and other natural attractions in the Western section of the Baviaanskloof
- Guided and self-guided short walks to characteristic features (landscape, geology, flora, fauna etc);
- Guided or self-guided short and medium mountain-bike trails
- Horse riding trails through the surrounding WHS and farming areas.
- Half-day or full day 4x4 experience of the Baviaanskloof WHS



2.7 Operating model

The ECPTA wishes to enter into a PPP agreement with the appointed concessionaire for the operationalization of the Baviaanskloof Interpretive Centre. The ECPTA has opted for a hybrid operating model, which combines a nominal rental and turnover factor charge. This is to ensure risk sharing between the concessionaire during the early phases of operations, whilst benefiting from the upside as patrons improve in the restaurant establishment.

2.7.1. Pricing structure of PPP

The pricing structure of the PPP is as follows:

- Nominal fixed monthly rental will be paid in advance; **and**

Year	Monthly Rental	
1	R	32 297,93
2	R	43 063,91
3	R	53 829,89
4	R	64 595,87
5	R	75 361,85
6	R	86 127,82
7	R	107 659,78
8	R	129 191,74
9	R	150 723,69
10	R	172 255,65
11	R	193 787,60
12	R	215 319,56
13	R	236 851,51
14	R	258 383,47
15	R	279 915,43

- Turnover gross revenue based on a proposed percentage factor payable at the end of the financial year.



The proposed Offer Fee, **shall be exclusive of VAT** and will be based on the following formula:

$$P = R + (TF \times T15)$$

where:

P = Price Fee

R = Nominal rental proposal (i.e., proxy for property running costs)

TF = Turnover factor

T15 = Turnover as submitted for the 15-Year period forecasted

3. Scope of Work

The Operator will be required to operate and manage eco-tourism experiences at the Baviaanskloof Interpretive Centre. The successful Operator must design, package, and commercialise eco-tourism experiences, heritage educational programmes, package and assemble various exhibitions. These packaged experiences must take into effect the key offerings of the Baviaanskloof as a world heritage property. The purpose of the Centre is to offer a one-stop shop heritage tourism visitor information centre. Depending on the packaged product/s, some experiences might extend to neighbouring communities within a 50km radius from the centre.

3.1. The Commercial Opportunity

Component	Outcomes
Curatorship and information sharing (Visitor Information Centre)	<ul style="list-style-type: none"> - Package and assemble exhibitions that will be installed at the Centre, to interpret the outstanding universal value/ unique offerings of the Baviaanskloof as a world heritage site - Package and sell educational and research programmes with special focus heritage education, history of the site and what makes it special, conservation, and scientific research



	In the consolidation and dissemination of information, the Operator will make use of the virtual reality equipment installed at the Centre
Commercialisation of eco-tourism experiences	<ul style="list-style-type: none"> - Package and promote eco-tourism experiences and take visitors to various heritage tourism attractions around the Baviaanskloof - Use the Centre as a tourism hub and create linkages with other tourism operators and existing experiences to create a wholesome experience for the visitors

3.2 Terms and Conditions of the Concession

Use of 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 operation of the centre it to maximise revenue opportunities and provide a high standard eco-tourism experience at the Interpretative centre.

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

Furniture and fittings

Some of the furniture is already provided by the ECPTA, however should the Operator require additional items, they are at liberty to purchase additional furniture at own cost.

Maintenance

The Operator will be responsible for the day-to-day maintenance and servicing of the Centre, 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 service to the customers.

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
- 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 the Centre equipment, maintenance of all the facilities at the Centre.

Security

The Operator will be responsible to ensure that the centre is always secured even during, weekends and Public Holidays.



3.3. Terms of Trading

The Operators will be offered a 10-year performance-based concession agreement, with the option to extend for a further period of 5 years, commencing upon appointment (or on the date to be agreed between the Operators and the ECPTA). The concession agreement will be reviewed after five (5) years after the date of commencement, by mutual agreement. The Operator will also be subject to an annual review commencing 12-months from the date of commencement to ensure that the service complies with the standards required.

3.4 Timelines

Timelines are of particular importance to the agency due to the urgency in commercializing opportunities to earn revenue. The following timelines must be adhered to by the bidder:

Completion of fitting (from commencement)	within three months
Opening date (from completion)	within one month
Monthly Rental is payable	from the third month of operating

3.5. Contractual Terms

The Successful operator will be subjected to the following contractual terms which include but not limited to:

- Paying all operational overheads including insurance (Content Insurance and Public Liability to the minimum value of R5 million), electricity, water, gas and telephone and electricity.
- Provide the necessary equipment to operate the facility as indicated in the document
- Semi-exclusive rights at the Interpretive Centre,
- Undertake the 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/sustainable development 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 relevant/ applicable accreditation for the facility within the first 5 years of operation
- The concessionaire will pay fees to the ECPTA for the right to use the concession area, as a fixed monthly rental and a percentage of gross revenue at financial year end.
- The concessionaire must appoint accredited auditors to audit the financial statements and submit to the ECPTA all required reports relating to all relevant operations and financial statements. The concessionaire 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 concessionaire commits a material breach of the terms of the concession contract. Default and failure to deliver the concession agreement will include if the concessionaire:
 - Fails to comply with terms of the agreement and its annexures and/ or
 - Fails in the opinion of ECPTA to carry out the work with reasonable diligence; and /or
 - Refuses to comply with an instruction issued by ECPTA
- The concessionaire will have the right to terminate the contract if the ECPTA commits a material breach of its obligations.
- The concessionaire shall employ at least 75% 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 two separate dates namely, 10th of November 2023 at 14h00 and the 08th of December 2023 @14h:00. Bidders do not have to attend both sessions, it is compulsory to attend only one session and not both. The Venue for both briefing sessions 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 bidder's 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

Nominal rental is subject to annual increase of 0.5% for the first 6 years and 1% for the latter years of the contract. The financial proposal/ forecast shall provide over the full fifteen-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 Concession

The contract period is for a period of 10 years with an option to extend for a further period of 5 years. The contract is 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 AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS.**” - RFP NO. 01/23/24” 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 Tuesday, **16th of January 2024 at 11h00.**

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 /Clarification Enquiries

For all enquiries regarding the bid document please contact Ms. Unathi Zinganto at 043 492 0871, 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 before the **5th of January 2024**. Response to clarifications queries will be emailed to bidders within a period of one week from such closing date.

How will bids be opened.

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

Timetable

The procurement process timeline for the appointment of the concessionaire will be as follows:

Advertisement	20 October 2023
Availability of bid document	25 October 2023
Compulsory site visit and clarification meeting	10 November 2023 at 14h00 08 December 2023 at 14h00
Responses to clarification queries	05 January 2024
Closing date	16 January 2024 at 11h00



6. INCOMPLETE BIDS

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.

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

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

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

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 2022

A four-stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance to the bid requirements. Only service providers who meet all the requirement for compliance on Stage 1 will proceed to Stage 2 for Functionality. Service providers who meet the minimum threshold of **75 points out of 100** on functionality will proceed to Stage 3 where bidders will be invited for presentations. Bidders who obtain a minimum of **70 points out of 100** on presentations stage will proceed to Stage 4 where bids will be assessed for Price and Specific Goals in accordance with the Preferential Procurement Regulations of 2022.

Stage 1: Compliance with Bid Requirements

Bidders must comply with the set of compliance requirements listed below. Bidders must comply with the set of Compliance Requirements and **MUST** submit evidence to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

No.	Compliance Requirements
1	Compulsory Briefing A compulsory briefing will be held on site to give interested bidders clarity on the scope and extent of the work. Bidders must attend any of the two briefing session dates.



Stage 2: Functionality

Criteria	Points	Weight
<p>Company Experience</p> <p>The company must demonstrate experience in offering eco-tourism products/ nature-based activities or a similar tourism experience with a successful proven track record. 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> <ul style="list-style-type: none"> a) Appointment letters b) Reference letters c) Copies of contracts or SLA d) Memorandum of Agreements <p>The bidder must submit a company profile in addition to the above listed proof of company experience.</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>	<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) ▪ 0 years of experience (0 points) 	30
<p>Team Capability</p> <p>Bidders must submit detailed CV's and qualifications of the Operator with relevant experience in Providing eco-tourism/ nature-based based activities/packages</p> <p>NB: Failure to submit both CV's and Qualifications will result in no points allocated. No partial points will be allocated for partial information submitted.</p>	<ul style="list-style-type: none"> ▪ 3 years' experience and more (10 points) ▪ 2 years' experience (5 points) ▪ 1 year or less of experience (0points) 	10



<p>Financial Capacity</p> <p>Bidders must demonstrate financial capacity to operate the centre by providing at a minimum audited financial statement and a bank letter or guarantee confirming availability of funds.</p>	<ul style="list-style-type: none"> ▪ Audited or reviewed financial statements with at least R1m net asset value of concessionaire, shareholder, subsidiary, or an associated company= (10 points) ▪ Bank letter or guarantee confirming availability of funds. = (10 points) <p>Bank Account confirmation letters will not be considered.</p>	<p>20</p>
<p>Operational Plan</p> <p>The bidder must submit a detailed operational plan that demonstrates their ability in operate eco-tourism experiences, run an interpretive centre and establish relations with local tourism operators in particular the accommodation establishments. The operational must be detailed in order to establish operational sustainability.</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 (10 points) ▪ Clearly state time frames for the implementation of the project (10 points) <ul style="list-style-type: none"> ○ Activities from appointment till execution ○ Milestones for the project 	<p>40</p>
<p>Total</p>		<p>100</p>

Bidders must obtain a minimum score of 75 points out of 100 and above on functionality in order to be considered for Stage 3. Bidders that score less than 75 points out of 100 will be regarded as non-responsive and disqualified from the process.

Stage 3: Presentations

Bidders who obtain a minimum of 70 points out of 100 on functionality will be required to prepare presentations to the ECPTA panel based on the case studies below. The service provider is required to develop a campaign aimed at promoting both the Baviaanskloof Nature Reserve and the Baviaanskloof World Heritage Site (Interpretive Centre) as a special offering. The special focus



should be on increasing enhancing visitor experience, improving occupancy rate, and revenue generation. The proposal should detail the approach the operator would use to achieve this goal and include visual elements to support the presentation.

Presentations will be assessed against the criteria and weightings specified in the table below. Each criterion will be scored on relevant information submitted by the bidder. The allocated score will then be added together, and bidder should acquire a minimum of **70** out of 100 points to proceed to the next stage.

Presentation Scoring Criteria	Points
Baviaanskloof Interpretive Centre <ul style="list-style-type: none"> a. Tourism packages / Experiences = 20 points b. Marketing Strategy = 20 points c. Financial Capacity = 20 points 	60
Local Economic Development <ul style="list-style-type: none"> a) Job Creation = 10 points b) Local supplier beneficiation = 10 points c) Risk Identification and Mitigation Plan = 10 points d) Project Sustainability = 10 points 	40
TOTAL	100

Presentations will be assessed against the criteria and weightings specified in the table below. Each criterion will be scored on relevant information submitted by the bidder. The allocated score will then be added together, and bidder should acquire a minimum of 70 out of 100 points to proceed to the next stage.



Stage 4: Price and Specific Goals

Criteria	Points Available
Bid Price	80
Specific Goals	20
Total	100

Price

Refers to the Pricing schedule on page 36 of 63 as “Offer Fee Form” which must be completed by the bidder. The total bid price to be submitted by bidders will be based on the following formula:

$$P = R + (TF \times T15)$$

where:

P = Price Fee

R = Nominal rental proposal (i.e., proxy for property running costs)

TF = Turnover factor

T15 = Turnover as submitted for the 15-Year period forecasted

Offer Fee will be evaluated exclusive of VAT

Price will be evaluated on an 80/20 Preference Points prescribed in the PPPFA and the PPR, including Circular 16 of the PPR as follows and will be based on Price Fee calculated above:

$$P_s = 80(1 + [(P_f - P_{max})/P_{max}])$$

where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of the highest acceptable tender

If the price offered by a tenderer scoring the highest points is not market related, ECPTA may not award the contract to the tenderer. The ECPTA may:

- i. Negotiate a market related price with the tenderer scoring the highest points or cancel the tender.
- ii. If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender; or



- iii. If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

Specific Goals

Preference Point will be allocated in terms of the PPPFA, including Circular 16 to score the bidder points out of 20 points for Specific Goals as outlined overleaf:

POINTS FOR SPECIFIC GOALS			
Specific Goals Category	Weighting (of 20 Points)	Number of points	Acceptable Evidence
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)) 10-50% HDI Ownership <10% HDI Ownership	25%	5 2.5 0	<u>CSD report</u> <u>Or</u> CIPC certificate & ID Copy
>51% Women Ownership 10-50% Women Ownership <10% Women Ownership	25%	5 2.5 0	<u>CSD report</u> <u>Or</u> CIPC certificate & ID Copy
>51% Youth Ownership	15%	5	<u>CSD report</u>



10-50% Youth Ownership		2.5	<u>Or</u>
<10% Youth Ownership		0	CIPC certificate & ID Copy
>51% Disability Ownership	10%	3	<u>Medical certificate</u>
10-50% Disability Ownership		1.5	
<10% Women Ownership		0	
Locality (Enterprises located in the Eastern Cape Province)	25%	2	<u>Valid Proof of Address.</u> Municipal Council Letter <u>Or</u> Lease Agreement/ <u>Or</u> Statement of Account Proof must be valid at the time of submission
TOTAL	100%	20	

BID DOCUMENT FOR THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS.



A tenderer failing to submit proof of Specific Goals claimed or is a non-compliant contributor to Specific Goals **may not be disqualified** but may only score point out of 80, and scores 0 points out of 20 for Specific Goals. Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report or (CIPC certificate, Trust registration, ID Copies of director)), Medical Certificate (where applicable) and Proof of Address must be submitted as proof of specific goals. ***Failure to submit the acceptable evidence for claiming Specific Goals the company will automatically score zero.***



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 with an option to extend for a further period of 5 years 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.

The appointed concessionaire will be required to sign a concession agreement. The final concession agreement will be negotiated between the ECPTA and the appointed concessionaire post appointment.

If the ECPTA and the preferred bidder fail to come to an agreement on the concession agreement with a period of (6) six weeks, the ECPTA may reserve the right to withdraw the appointment as preferred bidder and begin negotiations with the reserve bidder.



9. FINANCIAL PROPOSAL

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:

- 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 (15 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 15-year term of the PPP



10. FORM OF 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:

- (a) A monthly rental of **R32 297.93**; 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 monthly rental 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							
Variable concession Fee							

* Adapt for the 15-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. BUSINESS PLAN

Background and existing operations

Number of years in Business

Turnover of existing business

Experience in running eco-tourism activities 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:

- Eco-tourism experiences
- Marketing - Local initiatives and promotional campaigns
- Stakeholder engagement/ partnerships
- Labour /Job Creation
- Equipment
- Products
- Training

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



12. 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 open 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			



13. INFORMATION ON BIDDER

Bidders must submit the following information.

Standard documents

- Standard Bidding Documents (SBD 1,4 and 6.1)
- Company Profile
- Company registration (CK2A)
- Shareholder certificate
- A copy of your CSD Report for the month of January 2024.
- 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.



14. STANDARD BIDDING DOCUMENTS

SBD4

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 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.

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.



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



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:



	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and



concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$



Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes

of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



Table 1: Specific goals for the tender and points claimed are indicated per the table below.

The 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))	5	
10-50% HDI Ownership	2.5	
<10% HDI Ownership	0	
>51% Women Ownership	5	
10-50% Women Ownership	2.5	
<10% Women Ownership	0	
>51% Youth Ownership	5	
10-50% Youth Ownership	2.5	
<10% Youth Ownership	0	
>51% Disability Ownership	3	
10-50% Disability Ownership	1.5	
<10% Women Ownership	0	
Locality (Enterprises located in the Eastern Cape Province)	2	
Total	20	



DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to

the satisfaction of the organ of state that the claims are correct; iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem*

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



15. 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?

.....

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.....

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.....

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.....

(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

.....

(a) 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



16. JOINT VENTURE AGREEMENT

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



17. 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

BID DOCUMENT FOR THE APPOINTMENT OF AN OPERATOR TO OPERATE ECO-TOURISM EXPERIENCES AT THE BAVIAANSKLOOF INTERPRETIVE CENTRE FOR A PERIOD OF 10 YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF 5 YEARS.

