## NORTH WEST DEVELOPMENT CORPORATION

# (NWDC)



**REQUEST FOR PROPOSAL** 

(RFP)

**TERMS OF REFERENCE (TOR):** 

INVESTORS ARE HEREBY INVITED TO INVEST AND PARTNER WITH NWDC IN THE DRIVE TO INCREASE REVENUE AND REFURBISH PROPERTIES TO ENSURE SUSTAINABILITY AND PROFITABILITY OF THE GOLDEN LEOPARD RESORTS (GLR)

RFP NO: NWDC/PRO029/2017

# CLOSING DATE: 03 AUGUST 2017

TIME: 10:00 AM

**DELIVERY ADDRESS:** 

## MAHIKENG MMABATHO BRANCH OFFICE:

NWDC (SOC) LTD 30 JAMES WATT CRESCENT MAHIKENG 2745 WORK: 018 381 3665 FAX: 086 530 3265

TENDERER:\_\_\_\_\_

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## 1. BACKGROUND

Golden leopard Resort is the subsidiary of NWDC (SOC) LTD.

For the purpose of this document Golden Leopard Resorts (GLR) consist of Bakgatla Resort, Manyane resort, Madikwe River lodge and Christiana all seasons resort.

The three resorts under Golden Leopards and Madikwe River Lodge are currently equipped with the following facilities:

BAKGATLA	MANYANE	MADIKWE	CHRISTIANA ALL
			SEASONS RESORT
		15V Chalata	17
33X 5 Sleeper Chalets	14X4 Sleepers	15X Chalets	17 x Luxury rooms
22X5 Timeshare Units	11X 2 Sleepers	1X Suite Chalets	4x Executive rooms
100XCaravan Sites	21X2 Sleepers Safari Tents		12xStandard rooms
95X Camping Sites	95X Caravan Sites		13 X Family rooms
5X Executive Safari Tents	70X Electrified Camp Sites		4xrooms
1X Presidential Suite	20X Non Electrified Camp Sites		incomplete
1X Conference Room	12X Dormitories (School)		14 x Caravan sites
	28X Time share Units		Game farm
	1X Conference Room		3xConference
			rooms
			1 X Theatre
			2 x Board rooms

All the above listed resort combined have staff compliment of 422 employees at different levels of responsibilities.

### 2. PURPOSE

This serves to call on investors to invest in the Bakgatla Resort, Manyane resort, Madikwe River lodge and Christiana all seasons resort. The investor will partner the North West Development Corporation (NWDC) in the drive to increase revenue and refurbish Resorts properties to ensure sustainability and profitability of the resorts.

#### 3. CONTRACT

- 3.1. The North West Development Corporation intend to source an investor to commit capital with the expectation of financial returns;
- 3.2. An Investor that has experience and interest in resort development and hospitality management;
- 3.3. Therefore, in order for the NWDC to partner with a suitable investor, a detailed proposal with a clear partnership model and an implementation approach must be submitted;
- 3.4. In this regard, the main objective of this contract is to partner with an investor in the drive to grow revenue and refurbish properties at the said resorts.

#### 4. SCOPE OF WORK

(A)	(B)	(C)	(D)	(E)
CRITERIA	DESCRIPTION	WEIGHT	FUNCTIONALITY RATING	ΡοΕ
Capital funding	Participation in similar investment opportunity in the past five (5) years.	10	10 points: 5 years and more. 5 points: 3-4 years 2 points: 0-2 years	Investment opportunity list with roles and period
	A 3 years financial statement should be attached.	5	5 points-Analysis and interpretation of AFS	3 years Audited AFS
	Company Profile indicating Investments participation.	5	5 points : Participated in two (2) or more investment deal; 2 points: Participated in one (1) investment deal.	Company Profile indicating Investments participation.

(A)	(B)	(C)	(D)	(E)
CRITERIA	DESCRIPTION	WEIGHT	FUNCTIONALITY RATING	ΡοΕ
Specific value-add to close gaps	Specify the value add to the investment opportunity.	10	10 points: Summary of team members from the investment firm that can help fill close the gap that exist at resorts;	List of team members with their roles
Board representative with experience and available capacity	An investor must provide or nominate a representative to join the Resorts Board. The nominee must provide number of Boards they serve in and frequency of board communication.	2	5 points: Representation and Participation on the Resort Board	Commitment letter
Demonstration of Experience of management team	The team members to be involved and other team assistants should have a minimum of five (5) years combined experience in the categories listed below: Capital funding; Resort development; Relevant hospitality management; Marketing expertise; Financial management Submit a general Curriculum Vitae/profile for each of the key personnel which highlight experience that is relevant.		5 points: 1-2 years personnel working experience (provide proof thereof); 10 points: 3-4 years personnel working experience (provide proof thereof); 20 points: 5+ more years personnel's working experience (provide proof thereof)	Curriculum Vitae/profile for each of the key personnel which highlights experience that is relevant.

(A)	(B)	(C)	(D)	(E)
CRITERIA	DESCRIPTION	WEIGHT	FUNCTIONALITY RATING	РоЕ
Proposal with a partnership model	A clearly defined investment partnership model and a clear proposed investment life term.	20	15 points: partnership model ; 5 points : investment life span;	Proposal with a partnership model and investment life span;
Due diligence on the investor/strategic partner	Investment opportunities that did and did not turn out as everyone had hoped. Provide or share the names of those company or investment names, contact details and investment description. Preferably, the references should be in that Company's Letter head.		10 point : 1 references 15 point :2 references 20 points: 3 reference 25 points : 4 and more	The references should be in that Company's Letter head.



## 5. COMPENTENCIES AND EXPERTISE REQUIRED

- Capital funding;
- Resort development;
- Relevant hospitality management;
- Marketing expertise;
- Financial management

# 6. MONITORING AND EVALUATION

The investor will agree on the working relationship with the NWDC and the partnership shall be monitored in line with the agreement. Targets and measures will be agreed upon. Performance shall be reviewed and any improvements for efficiency and effectiveness for the operation of the resorts will be discussed on a regular basis.

## 7. CONFIDENTIALITY

A contractual pre-requisite is to comply with the NWDC's Confidentiality Agreements. It must be noted that all company information is confidential. All investors' investors will be expected to sign the NWDC Confidentiality Agreement once they are appointed.

# 8. TECHNICAL EVALUATION CRITERIA

## Stage 1: Technical/Functionality Stage:

Investors that scores less than 75 points out of 100 points in respect of the functionality, will be regarded as submitting a non-responsive proposal and will be eliminated from further evaluation process.

**NOTE:** The qualifying score for functionality is 75 points. All the investors that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation.

NB: This will be assessed in terms of the scope of work as outlined in Paragraph 4 of this document

# 9. DURATION OF THE CONTRACT

The successful inv<mark>estor w</mark>ill be required to enter into a partnership agreement with the NWDC, and the agreement shall be binding between the parties.

#### **10. SUBMISSION OF FICA DOCUMENTS:**

The following compulsory documentation must be submitted with the proposal:

#### Authenticated copies are permissible Checked (V/X)No **Document** Company profile 1. **B-BBEE** certificate 2. Company registration (CIPC) and Company Documents 3. 4. Joint Venture Agreement/ Consortium/ Sub Contracting Agreement ,Power of Attorney/Letter of Authority / and/or Resolution Authorizing the Director to sign all the document 5. Confirmation of Residential Address or Business Address SARS Registration and Tax Clearance Certificate must be valid be valid at time 6. of the submitting the RFP 7. VAT Registration Certificate 8. CV, ID Copies and Profile of Directors, Team Members and Supporting Staff Members. 9. Submit Certified Copies of Professional Body Membership. 10. Audited Financial Statements for the Past three (3) years Banking Details of the Company with a Rating and Bank Stamp (Not more 11. than 3 months old) Investment Confirmation Letter 12. 13. Confirmation letters from previous clients indicating success in similar projects at least (3) in line with the scope of work Proposal, Methodology, Approach and Project Plan with clear time lines 14. 15. SBD 1 - Invitation to Bids 16. SBD 2 – Tax Clearance Certificate Requirement 17. SBD 4 – Declaration of Interest SBD 6.1 Preference points claim form in terms of the Preferential 18. Procurement Regulations 19. SBD 6.2 - Declaration certificate for local production and content SBD 7.2 – Contract Form – Rendering of Services upon appointment 20. SBD 8 – Declaration of Investors Supply Chain Practices 21. 22. SBD 9 - Certificate of Independence

#### FICA REQUIREMENTS AND ADDITIONAL INFORMATION REQUIRED

#### NOTE:

- Please Tick V if available and X if not available
- Tax Clearance Certificate must be valid at time of submitting the RFP.
- In case of a Consortium, Joint Venture or Subcontractor, the documents listed above must be submitted for each Consortium/JV member or subcontractor as well as certified copy of a relevant agreement.
- Non-submission of the above documents will render the RFP invalid.

#### **11. SUBMISSION FORMAT**

- 11.1 All respondents must submit One (1) Original separate proposal (as per below format) and Three (3) hard copies (clearly marked NWDC/2017/PRO029).
- 11.2 The sealed envelope must be placed in the tender box marked as PRO029/2017- REQUEST FOR QUOTATION: NWDC/2017/PRO029 investors to invest and partner with NWDC in the drive to increase revenue and refurbish properties to ensure sustainability and profitability Golden Leopard Resorts (GLR) : At the Main Reception Area NWDC offices Mmabatho Branch: Building, 30 James Watt Crescent, Industrial Site, Mahikeng, 2745, Telephone number: (018) 381 3665; by not later than Time 10:00 am and Date 03 August 2017
- 11.3 The investor should provide the full legal corporate name of each Company/Individual identified in this RFP; and the name, title, address, telephone number, facsimile number and e-mail address of the individual to be contacted with respect to the submission. Include the URLs (website address), if applicable.
- 11.4 Each respondent must complete all the prescribed Standard Bid Document (SBD) as listed in the RFP
- 11.5 Each responded must furnish all the regulatory document and any other information as required
- 11.6 If a courier company is to be used for delivery of the RFP document, the proposal must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed or dropped into the tender box. The NWDC will not be held responsible for any delays where tender documents are handed to the NWDC Receptionist.
- 11.7 The investor will be required to make a formal presentation of their proposal to the relevant committee as and when they will be requested.
- 11.8 No late submission shall be accepted.
- 11.9 RFP's are late if they are received at the address given in the document; after closing date and time
- 11.10 RFP's that are that are not received by the deadline will not be considered and will be returned to the proposer unopened, if the return address has been stated.
- 11.11 No Electronic, Email or Faxed Proposals shall be accepted.
- 11.12 All costs related to this proposal shall be carried by the proposer

#### 12 LEGALITIES OF CONTRACT AND TENDER RULES

12.1 <u>General Conditions</u> Proof of affiliations should be attached if it exist.

## 12.2 Specific Conditions of the Contract

Special Conditions that apply to this contract are as follows:

- 12.2.1 The investor to commit to comply with deliverables as will be stipulated in the agreement;
- 12.2.2 The successful investor will have to sign a Partnership Agreement with NWDC, immediately upon approval of the award.
- 12.2.3 The investor will be liable for any recollection of missing data, as a result of poor completion of questionnaire by the appointed entity.
- 12.2.4 Ensure that the partnership is conducted in a transparent manner.
- 12.2.5 The NWDC reserves the right to cancel the Terms of Reference.
- 12.2.6 NWDC reserves the right to appoint or not to appoint.
- 12.2.7 All Investors that are certified by accredited body must ensure their valid accreditation certificates are attached.

## **13 TENDER DOCUMENTS:**

This document will serve as a tender document and qualifying investors will be invited to make a presentation to the NWDC appointed panel.

The closing date for the provision of the above requested information shall be close of business on the Date: **03 August 2017 and Time 10:00 am.** 

## 14 ENQUIRIES:

Enquiries may be directed to the following person/s:

Scope/Terms of Reference	RFP Document		
Tshepo Shai – Project Manager	Neo Mogashane - Snr Procurement Officer		
NWDC	NWDC		
018 381 3663	(014) 594 2570		
tshepos@nwdc.co.za	n <mark>eom@n</mark> wdc.co.za		

# SECTION 2: GENERAL CONDITIONS OF TENDER

## **15 INFORMATION**

The North West Development Corporation (SOC) Ltd (NWDC) considers this Tender and all related information, either written or verbal, which is provided to the respondent to be of the NWDC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of NWDC.

## **16 BID VALIDITY PERIOD**

Responses to this tender received from vendors will be valid for a period of 90 days counted from the closing date of the tender.

#### 17 COMPULSORY BRIEFING SESSION

Briefing session will be on this date 17 July 2017@ 09:00 am, at the following address: Manyane Resort, Pilanesberg.

#### **18 SUPPLIER PERFORMANCE MANAGEMENT**

Supplier Performance Management is viewed by the NWDC as critical component in ensuring value for money acquisition and good supplier relations between the NWDC and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, be required to conclude a Partnership Agreement with the NWDC, which will form an integral part of the supply agreement. The agreement will serve as a tool to measure, monitor and assess the supplier performance level and ensure effective delivery of service, quality and value add to NWDC's business.

Investors are required to comply with the above condition, and also provide a scorecard on how their performance is being measured to achieve the objectives of this condition.

#### 19 NWDC's RIGHTS

The NWDC is entitled to amend any tender conditions, validity period, specifications, or extend the closing date of tenders before the closing date. All tenderers, to whom the tender documents have been issued, will be advised in writing of such amendments in good time.

The NWDC reserves the right not to accept the lowest tender or any tender in part or in whole. It normally awards the contract to the tenderer who proves to be fully capable of handling the contract and whose tender is technically acceptable and/or financially advantageous to the NWDC.

The NWDC reserves the right to award this tender to a purely empowerment company or may award this tender on condition that a joint venture with an empowerment company is formed. This will be added to the criteria when evaluating the tenders.

The NWDC reserves the right to award this tender as a whole or in part without furnishing reasons.

## 20 UNDERTAKINGS BY TENDERER

The investor hereby offers to render all or any of the services described in the attached documents to the NWDC on the terms and conditions and in accordance with the specifications stipulated in this Tender documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).

Investors submitted by Companies must be signed by a person or persons duly authorized thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the Tender.

The investor shall prepare for a possible presentation should NWDC require such and the tenderer shall be notified thereof no later than 4 (four) days before the actual presentation date.

The investor hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the NWDC during the validity period indicated and calculated from the closing hour and date of the Tender. This proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.

The investor furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her Tender response and that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

The investor hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfillment of this contract.

#### 22 REASONS FOR DISQUALIFICATION

The NWDC reserves the right to disqualify any bidder, who does any one or more of the following, and such disqualification may take place without prior notice to the offending investor, however the investor will be notified in writing of such disqualification:

- 22.1 investors who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;
- 22.2 investors who submitted incomplete information and documentation according to the requirements of this bid document;
- 22.3 investors who submitted information that is fraudulent, factually untrue or inaccurate information;
- 22.4Investors who received information not available to other vendors through fraudulent means; and/or
- 22.5 Investors who do not comply with mandatory requirements as stipulated in this bid document.