REQUEST FOR PROPOSALS

Request for proposals issued by South African National Parks in respect of the Picnic Site opportunities in the Kruger National Park
IMPORTANT NOTICE

This Request for Proposals (RFP), incorporating all its attachments, has been produced by South African National Parks, in connection with the picnic site opportunities in the Kruger National Park.

No representation or warranty, express or implied, is made, or responsibility of any kind is or will be accepted, by South African National Parks, with respect to the accuracy and completeness of the RFP, and any liability in connection with the use by any interested party of the information contained in this RFP is hereby disclaimed.

The RFP is provided to the recipient to assist in making its own appraisal of the PPP opportunities presented herein and in deciding whether to submit a proposal in connection with the opportunities. However, this RFP is not intended to serve as the basis for an investment decision on the opportunity, and each recipient is expected to make such independent investigation and to obtain such independent advice, as he or she may deem necessary for such a decision.

South African National Parks may amend or replace any information contained in this RFP at any time, without giving any prior notice or providing any reason.

August 2015
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1. **INTRODUCTION**

1.1 This Request for Proposals ("the RFP") is issued by South African National Parks ("SANParks") 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.

1.2 SANParks is looking to source operators for the following opportunities:

1.2.1 Picnic sites in the Kruger National Park and more specific the following Picnic Sites: Afsaal (located between Skukuza and Malelane), Tshokwane (Located between Skukuza and Satara) and Nkhuhlu (located between Skukuza and Lower Sabie).

1.3 It is intended that by SANParks entering into the PPP with a Private Party, SANParks will generate additional revenue through PPP fees paid to SANParks by the Private Party, while enabling SANParks to focus on its core activity of conservation. It is intended that the Private Party in compliance with strict environmental standards maintained by SANParks will develop the project. In keeping with SANParks’ objectives, particular attention will be paid to the implementation of broad-based Black Economic Empowerment ("BEE"), particularly those from local communities adjacent to the Parks. In addition, private operators will have to respect existing SANParks regulations regarding protection of the environment.

1.4 **Value-for-Money Objectives**

The commercialisation strategy has various value-for-money objectives. The following are the main objectives of this PPP:

1.4.1 Revenue generation: The Private Party will pay a monthly PPP fee to SANParks in exchange for the right to operate the facilities in National Parks;

1.4.2 Loss minimisation and savings on operations (as opposed to operating internally);

1.4.3 Optimal utilisation of under-performing assets;

1.4.4 Job Creation;
1.4.5 BEE;

1.4.6 Biodiversity protection and conservation;

1.4.7 Tourism promotion through professional service rendered to guests visiting the Kruger National Park; and

1.4.8 Infrastructure upgrades and maintenance of infrastructure (limited).

2. **GENERAL RULES OF THE TENDER**

2.1 This RFP supersedes all other SANParks communications to Bidders about this PPP opportunity and the rules and conduct of the bid.

2.2 No verbal discussion with any staff or advisor of SANParks 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 duly authorised staff of SANParks, circulated to each bidder. E-mail communications from SANParks to Bidders will count as written communication.

2.3 SANParks reserves the right to modify the timetable in Article 20 or otherwise amend, supplement or clarify the RFP at any time. SANParks may cancel the bid at any time without prior notice, and may disqualify any bidder as provided for in this RFP. SANParks shall not incur any liability whatsoever in exercising any rights in this Article 2.3 or otherwise granted in this RFP or available under the laws of the Republic of South Africa.

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

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

2.6 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 PPP Agreement and under the applicable laws of the Republic of South Africa.
2.7 Bidders shall be responsible for all costs, expenses and losses incurred by them in the preparation and submission of Bids or otherwise in connection with the Tender. SANParks will not compensate Bidders for any such costs, expenses or losses, regardless of the outcome of the Tender.

2.8 Each Bidder must appoint one or more duly authorised representatives ("Legal Representatives"), mandated by an executive decision of the project company and legal power of attorney to represent the Bidder. The Legal Representative shall be present for the opening of the Financial Envelopes as defined in Article 16.

3. **IDENTITY OF BIDDERS**

3.1 A Bidder may be a single company or an incorporated joint venture or a trust. The Bidder must meet the operational and financial criteria as contained in this document.

3.2 Public institutions are specifically excluded from submitting proposals or bidding for the tender.

3.3 Each submission must set out, in detail, the structure that will be adopted for the entity. The shareholders should be clearly identified, and their roles and responsibilities listed. The submission should list the equity, ownership and directorships held by shareholders. SANParks requires that Interested Parties create a newly formed special purpose vehicle (SPV) for bidding purposes. The sole purpose of the SPV will be to undertake the PPP Project. Where any parties are not shareholders, but will be integrally involved in the operation of the SPV, such parties should also be listed. It will be expected that the SPV is legally constituted prior to the signature of the PPP Agreement.

3.4 The SPV will be required to score at least 65% for BEE on the Tourism Scorecard.

3.5 As the project might require a substantial amount of capital investment, Interested Parties must demonstrate their ability to raise debt and equity and to provide security to SANParks’ satisfaction.

3.6 Interested Parties will also be required to provide information on ownership of the entities of which the Interested Parties are comprised, together with organograms reflecting the ownership proportions.
3.7 When preparing submissions on the identity of the bidders, Interested Parties are required to structure their submissions following the format:

3.7.1 Submit to SANParks the information set out in Annexure 1A – Qualification Submissions in relation to the Qualification Criteria;

3.7.2 Submit to SANParks the information set out in Annexure 1B – Information on Bidders in relation to the company, incorporated joint venture or trust and its shareholders, partners of beneficiaries; and

3.7.3 Certify to SANParks that the information contained therein is true, accurate and complete in all respects.

3.8 SANParks reserves the right to request, at any time, additional information or documentation from Bidders.

3.9 Where a Bidder is made up of a number of parties, shareholders in one SPV may not in any way be shareholders of other SPV’s competing for the same bid package.

4. THE PPP OPPORTUNITY/IES

4.1 Further information about conditions will be made available to bidders in the Information pack.

4.2 The PPP opportunities entail the following:

4.2.1 **Bid Package 1:** Operation of the Afsaal Picnic site located between Skukuza and Malelane in the Kruger National Park. The following outlines a high level overview of the opportunity and SANParks’ expectation of the operation of the site:

- Provision of a retail element, which could include curio and food items such as cool drinks, chips, ice cream, chocolates, etc.

- Provision of a food offering for customers who do not self-cater at the picnic sites. Food preparation should be done in such a fashion that it is not electricity intensive, i.e. limited deep frying (if any) and preparing some of the menu items on open fire. Reason for this is that SANParks are planning to implement a hybrid solution of 100 KVA (for the restaurant, retail and staff accommodation) at
the site. Should the Private Party exceed this capacity, the Private Party will be required to add capacity onto the hybrid solution.

- Provision of a range of coffees and teas.
- Provision of seating to customers (including customers who self-caters).
- Maintenance and cleaning of the facilities (inclusive of the ablution facilities).
- Supply (at a reasonable cost determined by SANParks) gas skottel braais to paying customers who prefer to prepare their own meals.

SANParks would allocate a resource to the site to act as a water and power plant operator (ensure that water are purified as per SANParks’ requirements and ensure that the power plant is maintained according to a pre-determined maintenance schedule). In addition, the resource might also be utilised to assist with primate management and as an interpretation officer.

Activities such as guided walks, bicycle rides and/or building a tree house/s or hide/s within walking distance from the picnic site and which could later be used as sleep out facilities will be considered and could be implemented subject to approval from SANParks (cost associated with approvals for these activities will be for the Private Parties account and the Private Party will be responsible to ensure that guides have the right qualifications to present the activities). The Private Party Bid submission should outline concepts in this regard should the Private Party wish to offer such a product.

4.2.2 Bid Package 2: Operation of the Tshokwane Picnic site located between Skukuza and Satara in the Kruger National Park. The following outlines a high level overview of the opportunity and SANParks’ expectation of the operation of the site:

- Provision of a retail element, which could include curio and food items such as cool drinks, chips, ice cream, chocolates, etc.
- Provision of a food offering for customers who do not self-cater at the picnic sites. Food preparation should be done in such a fashion that it is not electricity intensive, i.e. limited deep frying (if any) and preparing some of the menu items on open fire. Reason for this is that SANParks are planning to implement a hybrid solution of 100 KVA (for the restaurant, retail and staff accommodation) at the site. Should the Private Party exceed this capacity, the Private Party will be
required to add capacity onto the hybrid solution.

- Provision of a range of coffees and teas.
- Provision of seating to customers (including customers who self-caters).
- Maintenance and cleaning of the facilities (inclusive of the ablution facilities).
- Supply (at a reasonable cost determined by SANParks) gas skottel braais to paying customers who prefer to prepare their own meals.

Activities such as guided walks, bicycle rides and/or building a tree house/s or hide/s within walking distance from the picnic site and which could later be used as sleep out facilities will be considered and could be implemented subject to approval from SANParks (cost associated with approvals for these activities will be for the Private Parties account and the Private Party will be responsible to ensure that guides have the right qualifications to present the activities). The Private Party Bid submission should outline concepts in this regard should the Private Party wish to offer such a product.

4.2.3 **Bid Package 3**: Operation of the Nkhuhlu Picnic site located between Skukuza and Lower Sabie in the Kruger National Park. The following outlines a high level overview of the opportunity and SANParks’ expectation of the operation of the site:

- Provision of a retail element, which could include curio but will mainly focus on food items such as cool drinks, chips, ice cream, chocolates, etc.

- Provision of a food offering for customers who do not self-cater at the picnic sites. Food preparation should be done in such a fashion that it is not electricity intensive, i.e. limited deep frying (if any) and preparing some of the menu items on open fire. Reason for this is that SANParks are planning to implement a hybrid solution of 50 KVA (for the restaurant, retail and staff accommodation) at the site. Should the Private Party exceed this capacity, the Private Party will be required to add capacity onto the hybrid solution.

- Provision of a range of coffees and teas.
- Provision of seating to customers (including customers who self-caters).
- Maintenance and cleaning of the facilities (inclusive of the ablution facilities).
- Supply (at a reasonable cost determined by SANParks) gas skottel braais to paying customers who prefer to prepare their own meals.

SANParks would allocate a resource to the site to act as a water and power plant operator (ensure that water are purified as per SANParks’ requirements and ensure that the power plant is maintained according to a pre-determined maintenance schedule). In addition, the resource might also be utilised to assist with primate management and as an interpretation officer.

Due to the proximity to Skukuza and Lower Sabie an opportunity exists to do dinners in the form of a bush braai at Nkhuulu and also offer a star gazing activity. In addition, activities such as guided walks and/or building a tree house/s or hide/s within walking distance from the picnic site and which could later be used as sleep out facilities will be considered and could be implemented subject to approval from SANParks (cost associated with approvals for these activities will be for the Private Parties account and the Private Party will be responsible to ensure that guides have the right qualifications to present the activities). The Private Party Bid submission should outline concepts in this regard should the Private Party wish to offer such a product.

4.3 **Exclusivity**

The appointed operators will have exclusive rights to operate the Picnic Sites as per Bid Package and within the designated footprint area.

5. **WILD CARD PROGRAM**

SANParks has a successful loyalty program called the Wild Card. SANParks would encourage participation in this program by the Private operator as this could be beneficial to both SANParks and the operator.

SANParks anticipates the following:

- That the Private Party participates in the program by providing benefits to Wild Card members when utilizing the facility; and

- That points accumulate at the facility and that points be redeemed on other activities within National Parks (or vice versa).

The following outlines some of the benefits for the operator:
- Access to a new dedicated market through SANParks’ Wild Card database (approximately 74,000 active memberships);

- Discounted advertising fees in the quarterly Wild card magazine with a circulated print run of 70,000; and

- Marketing exposure through the Wild database, monthly e-newsletter and Wild website (www.wildcard.co.za).

SANParks will expect the Private operator to participate in this program after a formal agreement was drafted and entered into.

6. SITE VISITS, DUE DILIGENCE AND BIDDERS CONFERENCE

6.1 The Site Visit and Due Diligence process is being organised for the Bidders with objective to provide all Bidders the opportunity to ascertain all information, including physical facilities, in order to enable them to present informed and competitive bids for the sites they are qualified to bid for.

6.2 All interested bidders are required to register by 13 August 2015 by sending their names, contact telephone, fax and e-mail address to james.daniels@sanparks.org or telephonic enquiries can be done with James Daniels on 083 679 0472.

6.3 The following site visits will be arranged but is not compulsory (refer 6.4).

<table>
<thead>
<tr>
<th>Site</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afsaal</td>
<td>17 August 2015</td>
<td>09h00 – 10h00</td>
</tr>
<tr>
<td>Tshokwane</td>
<td>17 August 2015</td>
<td>12h30 – 13h30</td>
</tr>
<tr>
<td>Nkhuhlu</td>
<td>17 August 2015</td>
<td>14h30 – 15h30</td>
</tr>
</tbody>
</table>

6.4 The site visit is highly recommendable, as this will inform Bidders of 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 opportunity.
6.5 Please note that traveling and accommodation costs for this visit will be for the bidders own account.

6.6 Each Bidder shall be solely responsible for its own due diligence investigation of the investment opportunities, the proposed PPP Agreement terms and all matters relating to this RFP. It is advisable that bidders understand the unique market that visits the National Parks. Neither SANParks nor any of their respective officers, employees, agents or advisers makes any representation or warranty, express or implied, concerning any matter affecting the concession opportunities, except for the representations and warranties of SANParks that will be set out in the PPP Agreement.

6.7 No verbal agreement or conversation with, nor any verbal clarification from, any officer or employee of SANParks 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 Staff of SANParks, circulated to each Bidder, should be relied upon as authorised. For the purposes of this Article 6.7, communications sent from duly authorised staff of SANParks to Bidders via electronic mail shall be deemed as communications in writing.

6.8 A bidder’s conference will be held on 24 August 2015.

6.9 Contact for Due Diligence-related Matters

6.9.1 The principal contact in SANParks for all matters relating to the Due Diligence process will be:

Mr. James Daniels
Tel: (012) 426-5280
Cell: 083 679 0472
E-mail: james.daniels@sanparks.org

7. PPP AGREEMENT

7.1 A draft PPP Agreement will be included in the Tender Documents.

7.2 SANParks reserves the right to modify or otherwise amend, supplement or clarify the PPP Agreement at any time. SANParks shall not incur any liability whatsoever in
exercising any rights in this Article 7.2 or otherwise granted in this RFP, PPP Agreement or available under the laws of the Republic of South Africa.

8. **BID DATE**

8.1 Hard copies of the bid must be submitted to the Project Officer, James Daniels, South African National Parks, 643 Leyds Street, Muckleneuk, Pretoria, before 11:00 on 16 October 2015 (the “Bid Date”).

8.2 Submissions delivered after 11:00 on 16 October 2015 shall be regarded as invalid, and returned to the Bidder, unopened.

9. **CONTENTS OF BID SUBMISSIONS**

9.1 Bids and all related correspondence and documents must be in English.

9.2 A separate bid per Bid package must be submitted.

9.3 The bid submission from each bidder must contain all the information necessary for SANParks to evaluate the financial, broad-based black economic empowerment (BEE) and functionality capabilities of the bidder. Bidders are required to submit **two sealed Envelopes** in accordance with the directions below.

9.4 The first Envelope shall be clearly marked “**Technical**” on the outside and shall contain all the non-financial aspects of the Submission (“Technical Offer”). The contents of the Technical Offer shall consist of:

9.4.1 **Original and two copies** of the Qualification Criteria, in the format given in Annexure 1A – Qualification Submissions;

9.4.2 **Original and two copies** of the Bidder Information, in the format given in Annexure 1B – Information on Bidders;

9.4.3 **Original and five copies** of the Financing and Capital plan, in the format given in Annexure 2 – Financing and Capital Plan;

9.4.4 **Original and five copies** of the Business, Operational and Design plan, in the format given
9.4.5 Original and five copies of the Environmental Proposal, in the format given in Annexure 4 – Environmental Proposal

9.4.6 Original and five copies of a completed Risk Matrix, in the format given in Annexure 5 – Risk Matrix

9.4.7 Original and five copies of a BEE proposal, in the format given in Annexure 6 – BEE Obligations

9.4.8 An electronic copy containing Annexures 2 to 7 (clearly marked) of the bid submission should be submitted on CD

9.4.9 A signed copy of the final form PPP Agreement (including all the relevant sections), with each page initialled by the duly authorised representative and compliant with the format set out in Annexure 8 – PPP Agreement.

9.4.10 A Bond (which will serve as both Bid Bond and Performance Bond) from a reputable bank in a form substantially similar to that set out in Annexure 10 – Bond

9.4.11 An original tax clearance certificate, issued by the South African Revenue Service (SARS) within six months of the bid date, for each South African member of the bidder; and

9.5 The second envelope shall be clearly marked “Financial” on the outside. The contents of the second Envelope shall contain the following:

9.5.1 details of the bidder's PPP Fee Offer, in the format in Annexure 7 – PPP Fee Offer;

9.6 Envelopes should be clearly marked as to whether they are Envelope 1 or 2, and must have the bid cover letter in the format provided in Annexure 9 – Bid Cover Sheets attached to the front of each envelope. The Bid package for which the bid is submitted should be clearly marked on the bid cover letter.

9.7 All information provided in the bid must be valid for 90 business days from the Bid Date.
10. **HOW THE BIDS WILL BE OPENED**

10.1 The Project Officer will separate Envelopes 1 and 2 from all the bids. The unopened Financial Envelopes will be locked away in the safekeeping until they are opened once evaluation was completed.

10.2 The Technical Envelopes will be opened by members of a bid evaluation committee representing SANParks in the presence of SANParks' project officer.

10.3 Technical Offers will be evaluated and scored according to the procedure set out in Articles 12 to 15 below.

11. **INCOMPLETE BIDS**

11.1 The bid evaluation committee, in consultation with its financial and legal advisors, will check Envelope 1 of each bid to see whether all the documentation that this RFP requires has been submitted correctly.

11.2 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.

11.3 A bid that is not complete or requires clarification may be disqualified without a request for further information. This is SANParks’ decision.

11.4 SANParks 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.

12. **BID EVALUATION METHODOLOGY**

12.1 The three main elements of the bid and the two-Envelope system

12.1.1 Bids will be evaluated on three main elements: Functionality, BEE and the PPP Fee Offer.

12.1.2 Envelope 1 is for the functionality and BEE elements and is opened first. Bidders must
score at least 70% for functionality and at least 65% for BEE.

12.1.3 Envelope 2 is for the PPP Fee Offer and will only be opened and evaluated if the minimum thresholds in Article 12.1.2 are met.

12.2 The evaluation of Bid Submissions will consider several factors, in a scoring methodology that awards points against criteria and quantitative weights.

12.2.1 Weightings will be as follows:

<table>
<thead>
<tr>
<th>Bid Package</th>
<th>Functionality Weighting</th>
<th>BEE Weighting</th>
<th>PPP fee offer Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2 and 3</td>
<td>80</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

Table 1: Functionality, BEE and PPP Fee offer weightings

12.2.2 For BEE the provisions of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) will apply.

13. **SCORING FOR FUNCTIONALITY**

The functionality aspects of a bid will be scored out of 100 points. A bidder must achieve 70% of the total functionality points in order to pass. Functionality is made up of the following elements, each elaborated in the relevant annexure to this RFP, and each bid will be scored as indicated in the functionality scorecard below:

13.1 **Financing and Capital plan**

13.1.1 A bidder is expected to provide financing information in line with the requirements set out in Annexure 2 – Financing and Capital Plan.

13.1.2 The purpose of the Financing and Capital Plan is to assess the ability of the Bidder to secure adequate finance to implement the project and determine the capital investment proposed for the project.

13.1.3 The Financing and Capital Plan weighting is outlined in Table 2: Sub-functionality weightings.
13.2 **Business, Operational and Design plan**

13.2.1 A bidder is expected to provide a Business, Operational and Design Plan in line with the requirements set out in Annexure 3.1 – Business, Operational and Design Plan.

13.2.2 The purpose of the evaluation of the Business, Operational and Design Plans is to ensure that the bidder has fully developed all business aspects of the proposed project, and is proposing credible schemes which are based on generally accepted business principles applicable to tourism projects, and which are in line with SANParks’ specifications given in this RFP.

13.2.3 The Business, Operational and Design Plan weighting is outlined in Table 2: Sub-functionality weightings.

13.3 **Environmental plan**

13.3.1 SANParks shall review and evaluate the Environmental Plans submitted by bidders in accordance with the specifications and information given in the Annexures.

13.3.2 The purpose of the evaluation of environmental proposals is to ensure that bidders understand and have fully planned for the prevailing environmental issues that apply to the investment area, comply with minimum standards of responsible tourism and have factored those issues into their plans.

13.3.3 The Environmental Plan weighting is outlined in Table 2: Sub-functionality weightings.

13.4 **Risk Matrix**

13.4.1 A bidder must indicate the extent to which the bid complies with the risk allocation of the risk matrix given in Annexure 5 – Risk Matrix.

13.4.2 The Risk Matrix weighting is outlined in Table 2: Sub-functionality weightings.
14. WEIGHTING TABLE

<table>
<thead>
<tr>
<th>Bid Packages</th>
<th>Finance and Capital Plan</th>
<th>Risk Matrix</th>
<th>Environmental Plan</th>
<th>Business, Ops and Design Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2 and 3</td>
<td>10</td>
<td>5</td>
<td>20</td>
<td>65</td>
</tr>
</tbody>
</table>

Table 2: Sub-functionality weightings

15. HOW BEE IS EVALUATED

15.1 SANParks will evaluate the bidder’s BEE proposal (details of the format and information required are in Annexure 6 – BEE Obligations) and will allocate scores according to the methodology and weightings in the BEE scorecard in Annexure 6 – BEE Obligations.

15.2 BEE is scored out of 100 points and the minimum threshold a bidder must score is 65%. In the event of failure by the Bidder to meet the minimum threshold, the BEE Proposal shall be declared non-compliant. This shall result in the Bidder's entire Bid Submission be declared non-compliant, and the Bidder's Financial Envelope shall be returned unopened.

15.3 Please note / Very important:

SANParks is implementing a model whereby a Land Claimant or a Local Community shares ownership in the opportunity. The Tourism BEE Scorecard has a target of 10% ownership going towards a local community trust. However, SANParks would like to see this percentage grow and in exchange, the term is extended to allow for the Private Party to recoup investment. The following outlines the model.
The model is based on the assumption that the Local Community does not invest any capital. Where they do invest capital, the 10% should be adjusted upwards over the full 15 year term. The Private Party will be expected to give an undertaking to buy into the model in which case 10 points will be scored on the BEE Tourism Scorecard. If no undertaking is given, SANParks reserves the right to disqualify the bid.

The model will be discussed in detail during the bidders conference scheduled for 24 August 2015.

16. OPENING OF FINANCIAL ENVELOPES

16.1 If the bidder qualifies and the minimum thresholds for both functionality and BEE are met by the Bidders, the financial envelopes will be opened.

16.2 The scores will be presented to the SANParks Board for ratification.

16.3 Once ratified, the preferred bidder will be announced.

17. EVALUATION OF PPP FEE OFFERS

17.1 Under the PPP Agreement, the PPP fee income to SANParks shall be, as per the schedule set out in Annexure 7 – PPP Fee Offer, the higher of:
17.1.1 the Minimum PPP Fee indicated in Annexure 7 – PPP Fee Offer increased annually by CPIX; or

17.1.2 the Variable PPP Fee expressed as a flat percentage of the gross revenue of the operation (for evaluation purposes the average of the two variable PPP fees will be used – refer 29.3).

17.2 Each PPP Fee Offer will be inspected by SANParks' financial and legal advisors to verify that it has been submitted in the form corresponding to the requirements. A PPP Fee Offer that does not conform to the requirements of Annexure 7 – PPP Fee Offer may result in disqualification of the bid.

17.3 The points for the PPP Fee Offer are calculated using the prescribed price formula in the regulations to the PPPFA. The maximum points will be awarded to the qualified bidder that makes the highest PPP Fee Offer and the remaining points being allocated pro rata to the remaining qualified Bidders. Bidders should be aware that a minimum PPP fee might be applied. If the minimum is not reached, the contract might not be awarded.

17.4 The PPP fee proposal is scored out of 100 points.

17.5 SANParks will calculate the overall score of each qualified bid, using the following formula.

\[ a^*(\text{functionality score}/100) + b^*(\text{BEE score}/100) + c^*(\text{PPP fee score}/100) = d \]

- \( a \) is the weighting for functionality as outlined in Table 1: Functionality, BEE and PPP Fee offer weightings
- \( b \) is the weighting for BEE as outlined in Table 1: Functionality, BEE and PPP Fee offer weightings
- \( c \) is the weighting for PPP fee as outlined in Table 1: Functionality, BEE and PPP Fee offer weightings
- \( d \) is the bidder's overall score

17.6 **Selection of preferred bidder**

SANParks shall calculate the scores of each bid to calculate an overall bid score. The bidder that receives the highest overall bid score will be declared the preferred bidder;
and the bidder that receives the second highest overall bid score will be declared the reserve bidder.

18. SIGNATURE AND EFFECTIVENESS OF PPP AGREEMENT

18.1 The PPP Agreement of the Preferred Bidder will be counter signed by SANParks following the necessary approvals from National Treasury and will become the Signature Date of the Agreement.

18.2 The PPP Agreement becomes legally binding and enforceable from the Signature Date. Only after completion of certain Compliance Events such as the following can operation commence:

18.2.1 Insurance cover for operations as outlined in the PPP Agreement in place;

18.2.2 All employees registered for UIF and pension contributions registered by a registered pension fund; or

18.2.3 Any other requirements determined by SANParks.

18.3 PPP Fees becomes payable from the Effective Date as per the Effective Date definition defined in the PPP Agreement.

19. BOND (BID AND PERFORMANCE BOND)

19.1 At the time of submitting its Bid, each Bidder must submit a single Bond ("Bid and Performance Bond") payable to SANParks per Bid Package. The Bond should be in the format prescribed in Annexure 10 – Bond and amount as per the table below:

<table>
<thead>
<tr>
<th>Bid Package</th>
<th>Camp</th>
<th>Bond Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kruger National Park</td>
<td>1 Afsaal</td>
<td>R 51,600</td>
</tr>
<tr>
<td></td>
<td>2 Tshokwane</td>
<td>R 24,600</td>
</tr>
<tr>
<td></td>
<td>3 Nkhuhlu</td>
<td>R 15,300</td>
</tr>
</tbody>
</table>
19.2 The posting of the Bond is for the purpose of ensuring that all the Bidders present valid and serious bids, and that the Winning Bidder subsequently executes the PPP Agreement and conditions contained therein.

19.3 Bonds must be valid from Bid Submission until the expiry of the PPP Agreement. The Bonds of all Bidders can be collected from SANParks once the preferred bidder was announced.

19.4 Any of the following shall be grounds for the forfeiture of a Private Parties Bond:

19.4.1 Any material misrepresentation made by the Bidder in its Bid Submission, or any other information and documentation submitted by it under this RFP;

19.4.2 The withdrawal or modification of its Bid during the period of validity;

19.4.3 any default or breach by the Private Party during the term of the agreement;

19.4.4 Any event caused by the Private Party that resulted in losses to SANParks.

19.5 The Bond shall be callable upon first demand by SANParks in the event that one or more of the circumstances described at Article 19.4 above has occurred. Forfeiture of the Bond shall not preclude SANParks from pursuing any other remedies it may have against the Bidder under the laws of South Africa.

20. **BID TIMETABLE**

The Tender shall take place in accordance with the timetable set out in this Article 20. SANParks reserves the right to modify the timetable at any time. SANParks shall not incur any liability whatsoever in exercising any rights in this Article 20 or otherwise granted in this RFP or available under the laws of the Republic of South Africa.

<table>
<thead>
<tr>
<th>ACTION</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Media Publication of opportunities</td>
<td>7-9 August 2015</td>
</tr>
<tr>
<td>Publication of RFP and Information Memorandum on the</td>
<td>7 August 2015</td>
</tr>
<tr>
<td>ACTION</td>
<td>DATE</td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td>SANParks website</td>
<td></td>
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<tr>
<td>Register interest</td>
<td>13 August 2015</td>
</tr>
<tr>
<td>Due diligence site visits</td>
<td>17 August 2015</td>
</tr>
<tr>
<td>Bidders Conference</td>
<td>24 August 2015</td>
</tr>
<tr>
<td>Submission by Bidders of Comments &amp; Questions on RFP and Agreement</td>
<td>28 August 2015</td>
</tr>
<tr>
<td>Distribute Written Answers to Questions</td>
<td>1 Sept 2015</td>
</tr>
<tr>
<td>Final Tender Docs in event of amendments</td>
<td>1 Sept 2015</td>
</tr>
<tr>
<td><strong>Bid Submissions by Private Parties</strong></td>
<td><strong>16 October 2015</strong></td>
</tr>
<tr>
<td>Tender Evaluation</td>
<td>To be confirmed</td>
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<tr>
<td>Tender Adjudication</td>
<td>To be confirmed</td>
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<tr>
<td>EXCO submission of results</td>
<td>To be confirmed</td>
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<tr>
<td>Submission to SANParks Audit and Risk Committee</td>
<td>To be confirmed</td>
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<tr>
<td>SANParks Board Ratification</td>
<td>To be confirmed</td>
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<tr>
<td>Public announcement and preliminary notification of winning bidder per Bid Package</td>
<td>To be confirmed</td>
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<tr>
<td>Contract Signature</td>
<td>To be confirmed</td>
</tr>
<tr>
<td>Facilitate meeting with new Operator, Unions and Employees</td>
<td>To be confirmed</td>
</tr>
<tr>
<td>Facilitate Community Workshop with new Operator and local communities and community SMMEs</td>
<td>To be confirmed</td>
</tr>
<tr>
<td>Handover to new Operator</td>
<td>To be confirmed</td>
</tr>
</tbody>
</table>
21. FURTHER INFORMATION

21.1 All enquiries and requests for further information in respect of the RFP must be in writing, and directed to SANParks at the following address:

SOUTH AFRICAN NATIONAL PARKS

James Daniels
P O Box 787
PRETORIA, 0001
643 Leyds Street
Muckleneuk, Pretoria
Telephone: (012) 426 5280
Facsimile: 086 242 3835
E-mail: james.daniels@sanparks.org

21.2 All responses to enquiries may be circulated to other Interested Parties. No other communication with SANParks in respect of the RFP will be permitted.
22. ANNEXURE 1A – QUALIFICATION SUBMISSIONS

22.1 Financial Requirements

22.1.1 The Submitting Company shall submit the following economic and financial documentation:

22.1.1.1 audited financial statements corresponding to the last two (2) years;

22.1.1.2 annual reports for the last two (2) years;

22.1.2 If the qualification criteria are being met by reference to any other companies, whether current or intended Shareholders or partners, then these companies must submit the same information.

22.1.3 If the financial criteria are met by companies that are privately held, and do not produce audited statements, or by private individuals, then these companies or individuals must produce a statement of assets, with confirmation of ownership, certified by a qualified auditor.

In order to participate in the bidding process, bidders are required to meet the following qualification criteria:

22.2 Financial capacity

22.2.1 Outline ability to source suitable funding to perform under the PPP Agreement

22.2.1.1 Refurbishment of the picnic site;

22.2.1.2 Addition of staff accommodation and/or vehicles in line with the housing/transport plan; and

22.2.1.3 Maintaining the picnic sites to Industry Best practice standards (refer PPP Agreement for detail on how this will be evaluated).

22.3 Experience

22.3.1.1 Bid Package 1, 2 and 3:
Proven track record of similar operations

22.3.1.1.1 The Private Party submitting a bid for these bid packages must have
relevant experience that will be evaluated as follows:

**Experience:** Operated a retail outlet (selling directly to the public) and/or a restaurant operation with turnover of at least R 1 million per annum.

**Existence:** The operations should have been in existence for at least 2 years whilst achieving the above turnovers.

Failure to comply with the above conditions will invalidate the bid.
23. **ANNEXURE 1B – INFORMATION ON BIDDERS**

Bidders must provide the following information labelled as “**Information on (Bidder Name)**”;

23.1 **Special purpose vehicle constitutional information**

In order to limit risk to SANParks the creation of a special purpose vehicle (SPV) on operational level is required. Where the bidding party will directly or indirectly be the operator, the bidding party will be required to form a specific company, or special purpose vehicle (SPV), for the purposes of bidding for this PPP opportunity per Bid Package. Failure to do so may result in the bid being disqualified. The following must be specified:

23.1.1 The name, address, telephones and fax numbers of Bidder, and the trading name of the Bidder if different from the registered name.

23.1.2 Directors/Partners/Trustees and their responsibilities.

23.1.3 Place of registration.

23.1.4 Registration number.

23.1.5 Memorandum and Articles of Association (or equivalent constitutive documents).

23.1.6 Shareholders Agreement/Partnership or Joint Venture Agreement/Trust Deed.

23.1.7 Direct shareholder(s) joint venture, partner or beneficiary and percentage shareholding or other beneficial interest or participation held by each; if there is more than one class or share or funding the percentages held by each.

23.2 A letter confirming that the Bidder and each of its members has irrevocably waived any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against SANParks to prevent or restrain the Tender or any proceedings related to it. However, such waiver shall be without prejudice to the right of a disqualified or losing Bidder to question the lawfulness of their disqualification or the rejection of its Bid by appropriate administrative or judicial processes not involving the issuance of a writ or injunction or prohibition or restraining order.
24. **ANNEXURE 2 – FINANCING AND CAPITAL PLAN**

24.1 In all Bid Packages the Financing and Capital Plan comprises of 10% of the Functionality score with Functionality comprising 80% of the total score;

24.2 The Bidder should provide the following information:

24.2.1 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;

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

24.2.2.1 Refurbishment of the picnic sites with specific reference to the retail area, food preparation area, activities as well as general public seating area;

24.2.2.2 Addition of staff accommodation and/or vehicles in line with the housing/transport plan;

24.2.2.3 Maintenance of the picnic site to Industry Best practice standards; and

24.2.3 A recent auditor’s report confirming that all the members of the bidder are solvent and liquid;

24.2.4 If a member of the bidder does not produce audited financial statements, it must produce a notarised statement of assets; and

24.2.5 A cash flow forecast (net of VAT) for the proposed term (number of years) of the PPP Agreement. This may be in a spread sheet format of the bidder’s choice, but must at least present the following:

<table>
<thead>
<tr>
<th></th>
<th>Start-up R’000</th>
<th>Year 1 R’000</th>
<th>Year 2 R’000</th>
<th>Year 3 R’000</th>
<th>Year 4 R’000</th>
<th>Year 5 R’000</th>
<th>….*</th>
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<tbody>
<tr>
<td>Cash inflows</td>
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<td>Owners’ capital</td>
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<td>Loans received</td>
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</table>
### Request for Proposal – Picnic Site Opportunities

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<tr>
<th></th>
<th>Start-up R’000</th>
<th>Year 1 R’000</th>
<th>Year 2 R’000</th>
<th>Year 3 R’000</th>
<th>Year 4 R’000</th>
<th>Year 5 R’000</th>
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<td>Grants received</td>
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<td>Cash outflows</td>
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<td>All other operating costs and expenses</td>
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<td>Loan repayments</td>
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<tr>
<td>Infrastructure</td>
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<td>upgrades/Building</td>
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<td>additions/ internal décor etc.</td>
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<td>Replacement of</td>
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<td>equipment and vehicles</td>
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<td>*Total cash outflow (B)</td>
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<td>Net cash flow [A – B]</td>
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* Adapt for the 10-year term of the PPP

**Evaluation of salary forecasts to be in line with benefits that are taken over from the current operator (including pension contributions, etc).**
25. ANNEXURE 3.1 – BUSINESS, OPERATIONAL AND DESIGN PLAN (BID PACKAGES 1, 2 AND 3)

In all Bid Packages the Business, Operational and Design plan comprises of 65% of the Functionality score with Functionality comprising 80% of the total score;

The Business and Operational plans will be evaluated per Bid Package. The following outlines the evaluation criteria that will be used:

25.1 Background of the Operator (weighting 20%)

25.1.1 Track record (weighting 60%)

25.1.1.1 Number of operational restaurant outlets (weighting 15%)
25.1.1.2 Number of operational retail outlets (weighting 15%)
25.1.1.3 Number of years in business – restaurants (weighting 15%)
25.1.1.4 Number of years in business – retail (weighting 15%)
25.1.1.5 Turnover of all restaurant outlets managed by the operator (weighting 10%)
25.1.1.6 Turnover of all retail outlets managed by the operator (weighting 10%)
25.1.1.7 Experience in running restaurants and retail outlets in difficult areas (remote, no access to temp staff, challenges related to basic services and logistics, etc) (weighting 20%)

25.1.2 Existing processes (weighting 40%)

25.1.2.1 Standard Operation Procedures (SOP’s) in place to show that the operator will be able to run the operations (weighting 70%)

25.1.2.2 Provide detail on how staff at the picnic sites will be trained (weighting 30%)

25.1.2.3 Labour

25.1.2.3.1 Give an undertaking that staff employed in current operations are paid in line with labour legislation
### Undertaking given?

<table>
<thead>
<tr>
<th>Yes</th>
<th>Continue</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Disqualify</td>
</tr>
</tbody>
</table>

#### 25.2 Operational Plan – restaurant (weighting 35%)  

#### 25.2.1 Menu (weighting 40%)

25.2.1.1 Suitability to the site (weighting 70%)

25.2.1.1.1 Is the menu electricity intensive or not and provide substantiated documentation (weighting 15%)

25.2.1.1.2 Does the menu sufficiently allow for options/tastes? (weighting 10%)

25.2.1.1.3 Does the menu allow for dietary options, i.e. vegetarian (weighting 10%)

25.2.1.1.4 Is the menu adapted for religious preferences i.e. Halaal and Kosher where the market demanded? (weighting 5%)

*If no, will you adapt if this is required?*

25.2.1.1.5 Menu to allow for portion variations, i.e. full and half portions (to cater for pensioners and kids) (weighting 5%)

25.2.1.1.6 Food presentation to be in line with the uniqueness of the site – outline concept (weighting 10%)

25.2.1.1.7 Preparation time of meals to be in line with acceptable standards (weighting 10%)

25.2.1.1.8 Does the menu contain at least the following options: (weighting 25%)

- Breakfast options which includes traditional bacon and egg
- Pie options
- Toasted sandwiches
- Pap, sheba and wors
- Salad

25.2.1.1.9 A selection of coffees, teas and cold beverages (weighting 10%)

25.2.1.2 Strategy to attract visitors to the Picnic Site and increase turnover (weighting 30%)
25.2.1.2.1 Outline initiatives to attract customers to the site – outline proposal (weighting 100%)

The following outlines potential areas that could be covered:

- Menu
- Unique selling features, i.e. buffalo pies, scones, pastries, waffles, specialised coffee
- Attracting the Open Safari Vehicle market
- Other products on offer.

Selling of alcohol from the picnic sites will not be permitted.

25.2.2 Design (weighting 20%)

25.2.2.1 Submit design plans for the Front of House section (weighting 25%):

- Guest seating areas
  - Optimise setting
  - Ensuring comfort
  - Cater for a variety of group sizes
  - Initiatives and implementation steps to prevent littering – optimally zero litter (what you take in you take out)
- Food processing areas (optimised for limited electricity usage)

25.2.2.2 Submit design plans for the Back of House sections (weighting 20%):

- Kitchen
- Dry store
- Staff areas

25.2.2.3 Integrated overall design to ensure better service delivery and efficiency (weighting 20%)

25.2.2.4 Green design i.e. use of natural light, water usage, electricity efficient appliances, etc. (weighting 20%)

25.2.2.5 Universal accessibility (weighting 15%)
- Compliance with the Grading Councils standards on Universal Accessibility

25.2.3 Décor Plans (weighting 15%)

25.2.3.1 Outline plans to make the site attractive and to adapt décor to complement the Picnic Site (weighting 40%)

25.2.3.2 As landscaping at the picnic sites are currently dull or non-existent, the Private Party should submit a landscape plan that outlines how the picnic site will be made more attractive. Types of plants that will be used and how they will complement the guest experience should be clearly outlined. The plans should further outline how efficient water harvesting (using grey water) will be used to ensure that the gardens remain in good condition (weighting 60%)

25.2.4 Hygiene Initiatives (weighting 10%)

25.2.4.1 Hygiene audits:

25.2.4.1.1 Undertaking to do a minimum of 2 hygiene inspections per year performed by a hygiene audit service provider whose laboratories are ISO 17025 accredited (weighting 20%)

25.2.4.1.2 Obtain a report from the hygiene audit service provider which obtains at least the following (weighting 20%):

- Actions which needs to be taken and which are not adhered to which would prevent pathogens to be detected on food samples.

- Compliance with temperature monitoring including, receiving temp monitoring, fridges/freezers, cold display, cooking and hot holding, control of thawing, internal calibration of thermometers and corrective action for temperatures out of specification.

- Confirmation that the facility have a certificate of acceptability (R918).

- Evaluation of cleaning programmes including schedule of cleaning and cleaning checklist.

- Outline staff training related to hygiene practices that need to be undertaken by the Private Parties staff.
- Compliance to hand washing requisites outlining facilities, chemicals and schedules / frequency of washing.

- Compliance with zoning of food areas per food type.

- Compliance with pest control measures such as screening and closure of windows/doors.

25.2.4.1.3 Undertaking to achieve a score of at least 75% on audits (weighting 20%)

25.2.4.1.4 Undertaking to address areas outlined in the hygiene report and prevent re-occurrence of negative findings (weighting 20%)

25.2.4.1.5 The Private Party is to give an undertaking that the skottel braais that will be rented out will be cleaned thoroughly (high level of hygiene) and that these skottel braais will be maintained in such a way to portray a positive image of SANParks – replaced if this is no longer the case (weighting 20%)

25.2.5 Safety initiatives (weighting 5%)

25.2.5.1 Extraction Cleaning Processes – if applicable (every 6-months) (weighting 25%)

25.2.5.2 Emergency evacuation plans (weighting 25%)

25.2.5.3 Compliance with first aid requirements as determined in the General Health and Safety Regulations with at least the following items to be kept at site at all times (weighting 40%):

A first aid box containing at least the following:

- Wound cleaner / antiseptic (100ml)
- Swabs for cleaning wounds
- Cotton wool for padding (100g)
- Sterile gauze (minimum quantity 10)
- 1 pair of forceps (for splinters)
- 1 pair of scissors (minimum size 100mm)
- 1 set of safety pins
- 4 triangular bandages
- 4 roller bandages (75mm x 5m)
- 4 roller bandages (100mm x 5m)
- 1 roll of elastic adhesive (25mm x 3m)
- 1 Non-allergenic adhesive strip (25mm x 3m)
- 1 Packet of adhesive dressing strips (minimum quantity 10 assorted sizes)
- 4 First aid dressings (75mm x 100mm)
- 4 First aid dressings (150mm x 200mm)
- 4 Burn dressings (100mm x 100mm)
- 2 Straight splints
- 5 Pairs large and 5 pairs medium disposable latex gloves
- 2 CPR mouth pieces or similar devices
- An adequate supply of absorbent material for the absorption of blood and other body fluids spilled
- Disinfectant to disinfect the area after cleaning up blood and other body fluids spilled
- 2 Pairs large and 2 pairs medium disposable rubber household gloves
- A suitable sized impervious bag for the safe disposal of blood and other body fluid contaminated biohazard materials
- An adrenaline pen (only to be administered by a medical doctor for anaphylactic reactions to bee stings – as per law not allowed to be administered by a First Aider)

The Private Party to give an undertaking to have at least one person trained in first aid and in possession of a valid first aid certificate on duty during normal operational hours

25.2.5.4 Other safety initiatives (weighting 10%)

25.2.6 Maintenance schedule (weighting 5%)

25.2.6.1 The Private Party needs to submit a detailed preventative maintenance plan for the facility over the contract period (15 years). The objective of the maintenance schedule is to clearly show that the facilities will be handed back to SANParks in
the same or better state than when received from SANParks. Areas that need to be addressed includes but are not limited to the following (weighting 100%):

25.2.6.1.1 Air conditioners
25.2.6.1.2 Compressors
25.2.6.1.3 Furniture and fittings
25.2.6.1.4 Electrical maintenance
25.2.6.1.5 Appliances
25.2.6.1.6 Toilet facilities
25.2.6.1.7 Main buildings
25.2.6.1.8 Other (specify)

25.2.6.2 The Private Party needs to give an undertaking that, at the end of the contract term, the facility will be handed over to SANParks together with a recent (not older than 1 year) Electrical Certificate of Compliance. Failure to give this undertaking might result in the bid being disqualified.

25.2.7 Matrix of Understanding (weighting 5%)

25.2.7.1 The Private Party to subscribe to the Matrix of understanding that includes the following areas (weighting 100%):

25.2.7.1.1 To submit 6-monthly reports on BEE compliance
25.2.7.1.2 To submit maintenance requests as per the Operations Manual
25.2.7.1.3 To submit financial audit reports within 3 months after year end
25.2.7.1.4 To assist SANParks with environmental audits that will be conducted once every 6-months and to correct areas that are non-compliant
25.2.7.1.5 To ensure compliance with checklist on area of responsibility, i.e. ensure that areas allocated to the operation are clean and litter free
25.2.7.1.6 To allow SANParks to perform HR audits to ensure that the Private Party complies with Labour Laws and to correct areas where the law is not practiced
25.2.7.1.7 To strive to improve customer feedback to score at least 75% customer satisfaction rating (as soon as picnic sites are evaluated by SANParks’ customers)
25.2.7.1.8 To submit a list every 3 months outlining any sponsorships, gifts and/or free
meals to SANParks personnel

25.3 Operational Plan – retail (weighting 25%)

25.3.1 Concept (weighting 50%)

25.3.1.1 Items to be stocked and how this will contribute to the uniqueness and potential success of the site (weighting 100%)

25.3.1.1.1 FMCG
25.3.1.1.2 Curio
25.3.1.1.3 Other

25.3.2 Design of shop (weighting 50%)

25.3.2.1 Submit detailed design plans for the shop area (weighting 70%)

Please note that concept designs may be submitted but that the final design implemented (after approval from SANParks) should closely resemble the concept design.

25.3.2.2 Outline how the shop concept will complement the food offering at the site (weighting 30%)

25.4 Operational Plan General (weighting 20%)

25.4.1 Design – Housing and Transport (weighting 25%)

25.4.1.1 Submit design plans for staff housing that the operator plan to build and more specifically for: (weighting 50%)

- Staff who will stay at the picnic site with families (on a more permanent basis). It should be noted that units proposed will have to be approved by SANParks and should take into account humanitarian factors hence minimum requirements will apply.

- Staff who are shift workers and who will stay in the park for limited periods (and then used by other staff members when these reside outside the park). It should be noted that units proposed will have to be approved by
SANParks and should take into account humanitarian factors hence minimum requirements will apply.

25.4.1.2 Submit transport design plans to ensure optimal staffing where: (weighting 50%)

- Additional housing units are not erected; and
- Housing units for shift workers are erected and hence a transport plan needs to be in place for these staff members.

25.4.2 **Design – Activities (weighting 25%)**

25.4.2.1 Submit design plans / proposals for the activities, i.e. hiking, biking, proposed tree house/s and other (weighting 100%)

25.4.3 **Design – Electricity Usage (weighting 25%)**

25.4.3.1 The Private Party should provide an estimate of electricity usage – total KWH that are planned should be submitted and should be split between the operational area and the staff housing area. The lower the planned electricity usage is (given a quality product is to be delivered to the customers), the higher the score achieved (weighting 100%)

25.4.4 **Labor (weighting 25%)**

<table>
<thead>
<tr>
<th>Undertaking to take over staff as per section 197?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes: Continue</td>
</tr>
</tbody>
</table>

25.4.4.1 Outline staffing initiatives to ensure that successful land claimants fill available positions (weighting 40%)

25.4.4.2 Initiatives relating to housing, transport, training, competency (i.e. good training to operate with lower staff numbers), etc. to overcome the challenge of not having access to casual labour (weighting 30%)

25.4.4.3 Outline in detail the housing requirement at the site (adjusted for growth expected) as well as initiatives to overcome staff housing challenges (weighting 30%)
25.5 **Involving successful land claimants (Bonus points of 10% of total score achieved under Business, Operational and Design Plan)**

Involving successful land claimants in the operation is of critical importance to SANParks. Reason for this is that the Chief Land Claims Commissioner agreed with the Department of Environment Affairs that the successful Land Claimants will become landowners but will not receive title deed, as SANParks would channel benefits from commercial opportunities to the land claimants. In light of that, the bidder should incorporate a section on how benefits will be channelled to successful land claimants and should include but not be limited to the following:

- Job Creation;
- Collaborating with successful Land Claimants through Equity participation or Joint Venture.

The model that are proposed should outline the benefits that are likely to flow to the successful land claimants and will be evaluated and compared with other bidders and scores awarded on a pro rata basis.

SANParks reserves the right to disqualify a bid that did not propose any model benefitting the successful land claimants.

Refer to 15.3 as this could form part of this section.
26. **ANNEXURE 4 – ENVIRONMENTAL PROPOSAL**

26.1 In all Bid Packages the Environmental Plan comprises of 20% of the Functionality score with Functionality comprising 80% of the total score.

26.2 **Environmental responsibility:**

26.2.1 The Private Party acknowledges that SANParks has an active role to play in Responsible Tourism and expects the same from Private Parties that operates in National Parks. SANParks subscribes to the minimum standard of Responsible Tourism (SANS 1162) and expects the same from Private Parties that operates commercial outlets in National Parks.

26.2.2 Undertaking from the Private Party to conduct, manage and carry out the Project at all times in an Environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a proclaimed National Park.

26.2.3 The Private Party undertakes to take all reasonable steps in conducting of the Project to prevent and limit the occurrence of any Environmental or health hazards and to ensure the health and safety of the Private Parties and the public.

26.3 **Regulatory Provisions**

26.3.1 The Private Party undertakes to adhere to the Regulatory Provisions and the Environmental Specifications.

26.3.2 The Private Party undertakes to comply with its statutory duties in terms of the Environmental Laws and to take reasonable measures to prevent pollution or degradation from occurring, continuing or recurring or, in so far as such harm to the Environment is authorized by SANParks, to minimize and rectify such pollution or degradation of the Environment.

26.3.3 The Private Party undertakes to comply at all times with the provisions of the Environmental Guidelines.

26.3.4 The Private Party acknowledges that the terms and conditions set forth in the Environmental Guidelines are subject to amendment.
26.3.5 The Private Party undertakes to comply with amended Environmental Guidelines.

26.4 **Environmental Impact**

26.4.1 The Private Party undertakes to bring to the attention of SANParks any matter which may, in its view, have a detrimental impact on the Environment within the Picnic Site and the Protected Area.

26.4.2 Where fish might for part of the menu at the picnic site, the operator needs to subscribe to the South African Seafood Initiative (SASSI) and only sell fish with green status or SASSI certified.

26.5 **Code of Conduct**

26.5.1 The Private Party undertakes to induct all staff employed on the Kruger National Parks’ Code of Conduct.

26.5.2 The Private Party confirms that the Code of Conduct is understood and will be complied with.

26.6 **Solid Waste Management:**

26.6.1 The Private Party undertakes to manage all waste that is generated in such a way that direct and indirect impacts are kept to a minimum.

26.6.2 The Private Party undertakes to achieve Solid Waste Management Best Practices which implies the following:

26.6.2.1 Manage solid waste from source to disposal (use of green bags for recycle waste and black bags for non-recycle waste as per KNP Waste management system);

26.6.2.2 Strive to eliminate non-recyclable or hazardous packaging or containers at the procurement phase;

26.6.3 The Private Party undertakes to include the following policies in the waste management:

26.6.3.1 Green Procurement Policy: This policy defines the procedures that the Private
Party will implement to ensure that all produce, containers and packaging comes from suppliers that under-write environmental principles, and that waste be recyclable as far as possible;

26.6.2 Hazardous Waste Policy: The Hazardous Waste Policy defines procedures that the Private Party will implement to manage any hazardous waste, to ensure that it is firstly minimized, but also that it is stored and discarded in a safe and legal way.

26.6.4 The Private Party will follow the following guidelines to minimize the effect of the solid waste on the ecosystem:

26.6.4.1 Minimize solid waste production at all sources, by striving for the minimization of all waste.

26.6.4.2 Maximize the recycling of solid waste. Glass, tin, paper and cardboard must be sorted on site for recycling, while actual recycling will take place off site at the approved camp waste disposal site.

26.6.4.3 All waste must be removed to the respective approved camp waste disposal site and incinerator for disposal and recycling. The dumping and disposal of waste other than at the approved waste site is strictly prohibited and failure to comply may result in a penalty.

26.6.4.4 Waste storage and sorting areas must be properly constructed and maintained. Back-of-house waste cages and waste storage areas must remain clean and secure from problem animals.

26.6.4.5 Waste storage areas must remain visually hidden from visitors to the park.

26.6.4.6 Packaging and containers given to visitors to the park must be environmentally friendly, biodegradable and recyclable.

26.6.4.7 The distribution of plastic bags to visitors is strictly prohibited and only brown paper bags are allowed to be given for the purpose of carrying items purchased.

26.6.4.8 In terms of packaging the Private Operator at the Picnic Site undertakes to not use the following in outside seating areas as this pollutes the park:

26.6.4.8.1 Sachets (for sugar, tomato sauce, salt and pepper, etc.);
26.6.4.8.2 Paper serviettes; and
26.6.4.8.3 Butter tubs/pads

Where this is used the Private Party undertakes to ensure that the areas surrounding the restaurant / take-away outlets are cleaned regularly.
26.6.4.9 Ensure that all areas are kept free of litter by:

26.6.4.9.1 Promoting an ethic amongst guests and staff alike.

26.6.4.9.2 Soliciting the co-operation of all staff to pick up litter wherever they find it.

26.6.4.9.3 Promoting an ethic of what you bring in you take out as to limit solid waste in remote areas such as the picnic sites (Private Party to pay for the solid waste disposal in accordance with the rate as included in the latest approved tariff document).

26.7 **Liquid Waste Management:**

26.7.1 Liquid waste refers to sewerage as well as grey water;

26.7.2 The Private Party undertakes to manage liquid waste in accordance with national and local legislation requirements;

26.7.3 The Private Party undertakes to design management techniques to be both economically viable and environmentally sustainable;

26.7.4 The Private Party undertakes to implement waste procedures that optimize the principles of waste reduction and waste recycling and ensures that the end product do not pollute the environment;

26.7.5 The Private Party undertakes to install a grease tap for:

26.7.5.1 Pot and Rinse Sinks attached to Dish Washers;

26.7.5.2 Fixtures or drains through which significant amount of fats, oils or grease may be introduced;

26.7.5.3 Soup Kettles or similar devices;

26.7.5.4 All sinks that are used to clean any dishes, pots, pans or cooking utensils.

26.7.6 The Private Party undertakes to implement processes and procedures which stipulates the following:

26.7.6.1 Kitchen staff should inspect grease traps and interceptors at least monthly and maintain a log sheet of each trap inspection detailing condition of the trap and any maintenance activity;

26.7.6.2 that grease traps are cleaned when 25% of the liquid level of the trap is grease
or oil; and

26.7.6.3 That waste recovered from the grease traps be removed from the park and disposed of at an authorized facility.

26.8 **Water Management and guidelines:**

26.8.1 The Private Party undertakes to implement water conservation measures in the design and implementation of their operations;

26.8.2 The Private Party undertakes to:

26.8.2.1 Monitor the use of water;

26.8.2.2 Educate staff via on-site notices on the use of water;

26.8.2.3 Set water usage targets (monitored weekly/monthly) and manage these targets

26.8.2.4 Aim to avoid accidental loss through effective maintenance, installing quality storage and reticulation systems and implementing leak detection systems.

**Note:** KNP will install bulk water meters and the Private Party to pay for the water use (Retail and staff facilities) in accordance with the rate as included in the latest approved tariff document.

26.9 **Chemical substances**

26.9.1 The Private Party undertakes to not sell or use (including staff of the Private Party) any of the chemicals that are banned from use in National Parks (as determined by any Environmental Manager in National Parks);

26.9.2 The Private Party acknowledges that all chemicals listed as “Prohibited” may not be brought into, sold or used in any National Park. The products include items such as Rattex, Finale, Dyant, Doom and Target (an extensive list is attached as Annexure 11 – Prohibited Chemicals);

26.9.3 The Private Party undertakes to ensure safe storage and disposal of chemicals and their containers;

26.9.4 The Private Party undertakes to have a specific disposal system for toxic or other waste regarded as being dangerous under supervision of the Technical Services Department;
26.9.5 The Private Party undertakes to use environmentally friendly and biodegradable detergents and cleaning agents;

26.10 **Pest Control**

26.10.1 The Private Party undertakes to comply with the integrated pest management plan as outlined in Annexure 14 – Pest Management Plan

26.10.2 Where and if required the Private Party undertakes to control bats as outlined in Annexure 13 – Bat Management Guidelines

26.10.3 The Private Party undertakes to make use of preferred pest control chemicals as outlined in Annexure 12 – Preferred Chemical Control

26.11 **Visual Impacts**

26.11.1 Describe building materials to be used (where applicable) for all structures and obtain approval from SANParks where appropriate;

26.11.2 Describe efforts to minimise the visual impacts of the development, including lighting;

26.11.3 Provide locations of lightning arrestors and radio masts (where applicable) and how the visual impacts of these will be minimised;

26.11.4 Specifically outline how brand signage will be mitigated to complement the environment; and

26.11.5 The Private Party undertakes to implement mitigation measures in order to reduce the visual impact in the park.

26.12 **Monitoring**

26.12.1 The Private Party agrees to cooperate with SANParks in compiling a monitoring checklist that encompasses all environmental conditions. The checklist would be used for auditing purposes and would be conducted once every 6 months; and
26.12.2 The Private Party agrees that SANParks will monitor, evaluate and score the operations (based on the line items in the checklist) and that a score of less than 85% for three (3) consecutive audits would imply material breach of the PPP Agreement.

26.13 **Energy use**

26.13.1 The Private Operator undertakes to measure energy use and continuously aim to implement measures to reduce energy usage until optimal levels are reached.

26.13.2 KNP will install bulk electrical meters and the Private Party to pay for the electrical use (Retail and staff facilities) in accordance with the rate as included in the latest approved tariff document. The Private Party will pay the generator rate until such time that the hybrid solution is installed after which a much reduced hybrid rate will be billed.
27. **ANNEXURE 5 – RISK MATRIX**

27.1 In all Bid Packages the Risk Matrix (outlining risk share between the Private Party and SANParks) comprises of 5% of the Functionality score with Functionality comprising 80% of the total score;

<table>
<thead>
<tr>
<th>Type of risk</th>
<th>General description of risk</th>
<th>Project-specific risk</th>
<th>Mitigation measures</th>
<th>Allocation of risk (institution/ private party/ shared)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financing</td>
<td>Required capital for capex and opex may not be raised / secured; loans repayments might be difficult; tax obligations may not have been fully taken into account or may change; fluctuating inflation, interest rates, oil prices and currency fluctuations may affect assumptions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supporting infrastructure</td>
<td>Supporting infrastructure may be inadequate to sustain the enterprise</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning, design and construction</td>
<td>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</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>Utilities may not be fully available or may cause delays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environment and heritage</td>
<td>Liability for losses caused by environmental or heritage damage or delays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visitation</td>
<td>Drop in visitation due to behaviour of problems animals such as baboons and monkeys</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>The costs of maintenance to required standards may vary from projections or maintenance may not be carried out</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Any factors (other than force majeure) that may impact on</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of risk</td>
<td>General description of risk</td>
<td>Project-specific risk</td>
<td>Mitigation measures</td>
<td>Allocation of risk (institution/private party/shared)</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Market, demand, volume</td>
<td>The demand for the product may be less than projected.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Political</td>
<td>Unforeseeable conduct by any government institution may adversely affect the project, or the government may expropriate private party assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Force majeure</td>
<td>Unexpected events beyond either party’s control</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance risks</td>
<td>Loss of income caused by extreme events such as drought, fire or flooding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance risks</td>
<td>Public liability in the event of claims by clients related to for instance hygiene deficiencies or attack by primates</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
28. **ANNEXURE 6 – BEE OBLIGATIONS**

28.1 In all Bid Packages the BEE Scorecard comprises of 10% of the total score;

28.2 **Definitions**

In this Section any term, defined in the Broad-based Black Economic Empowerment Act, No. 53 of 2003 ("BEE Act"), or in terms of any Codes of Good Practice issued in terms of Section 9 of the BEE Act, when used in the scorecard below shall have the same meaning as there defined, save where such meaning may be in conflict with the provisions of the Tourism BEE Charter and Scorecard, in which case the provisions of the Tourism BEE Charter and Scorecard will prevail.

The following terms, as used herein, shall have the following meanings:

28.2.1 "**Black Empowered SMME**" means a small, medium or micro enterprise (with a turnover of up to R10 million per annum) which has between 25 percent and 50 percent direct ownership and management by Black People;

28.2.2 "**Black Owned SMME**" means a small, medium or micro enterprise (with a turnover of up to R10 million per annum) which has more than 50 percent direct ownership and management by black people;

28.2.3 "**Black People** [is a generic term which] means Africans, Coloureds and Indians who are citizens of the Republic of South Africa by birth or descent or who became citizens of the Republic of South Africa by naturalisation –

(a) Before 27 April 1994; or

(b) On or after 27 April 1994 and who have been entitled to acquire citizenship by naturalisation prior to that date but were precluded from doing so by Apartheid policies;

28.2.4 "**Black Person**" means any such citizen;

28.2.5 "**Black Women**" means female Black People;
28.2.6 "Board Representation" refers to membership by Black People of the duly constituted board of directors (or equivalent structure) of an enterprise and is calculated upon the basis of the percentage that black directors hold to the total number of directors of that enterprise;

28.2.7 "Community Trust" means the a trust registered in terms of the Trust Property Control Act;

28.2.8 "Direct Ownership" means ownership of an equity interest in an enterprise where such equity interest comprises:

28.2.8.1 the right to participate in the voting rights in that enterprise;

28.2.8.2 the right to receive unencumbered economic interest (such as dividends) flowing to the shareholders of that enterprise; and

28.2.8.3 Broad-based BEE schemes, employee share option schemes (ESOPs) and other employee share schemes, where the beneficiaries have the unconditional right to receive economic benefits and the capacity to elect and remove trustees, are specifically recognised as direct ownership. The flow-through principle will be applied to determine the level of black ownership represented by the employee share option scheme;

28.2.8.4 Direct ownership is measured as being the lower of the level of black participation in voting rights and black participation in the unencumbered economic interest of an enterprise, measured using the flow-through principle;

28.2.9 "Discretionary Procurement" includes all amounts expended by an enterprise subject to measurement. Discretionary procurement excludes:

28.2.9.1 employment related expenditure;

28.2.9.2 procurement from public utilities and natural monopolies; and

28.2.9.3 facilitated procurement by travel agencies or other travel distribution providers where the choice of service providers remains with the consumer.

28.2.10 "Employees with no prior working experience" refers to those employees who have no formal employment experience prior to joining an enterprise in tourism. Formal employment does not include learnerships, traineeships or short-term and temporary assignments;
28.2.11 "Enterprise Development" may take a variety of forms, including:

28.2.11.1 direct investment in Black Owned and Black Empowered SMMEs;

28.2.11.2 joint ventures with Black Owned and Black Empowered SMMEs that result in "substantive" skills transfer;

28.2.11.3 support and funding for the grading of emerging tourism companies, as well as providing mentorship, business relationships and linkages which, in turn, provide business opportunities to these enterprises; and

28.2.11.4 twinning initiatives with Black Owned and Black Empowered SMMEs which result in cost savings or revenue generation for those SMMEs;

28.2.12 "Executive Representation" refers to the participation by Black People in the senior non-board level management of an enterprise and more specifically, targets management levels that influence the strategic and operational management of an enterprise. Participation is measured upon the basis of the percentage that black executive managers hold to the total number of executive managers of that enterprise;

28.2.13 "Learnership" refers to learnerships as defined in the Skills Development Act, No. 97 of 1998, amended in 2003;

28.2.14 "Local" means the geographic area being within a 50 km kilometre radius of the Project Site or Park;

28.2.15 "Local Community Trust Ownership" means Equity in the Private Party which must, as a mandatory provision of the Project, be acquired by a Local Community Trust;

28.2.16 "Management" refers to all senior and middle management who do not form part of the executive management of the board of directors of the Private Party;

28.2.17 "Ownership" refers to equity participation and the ability to exercise rights and obligations, including voting rights and the rights to the flow of economic benefits, which accrue under such ownership;

28.2.18 "Preferential Procurement" refers to all spend with BEE compliant suppliers, to be calculated as follows:
28.2.18.1 one Rand (R1) for every one Rand (R1) spent with Excellent BEE Contributors, Good BEE Contributors, BEE Compliant SMMEs and Black Women Owned BEE Contributors; and

28.2.18.2 fifty cents (50c) for every one Rand (R1) spent with Satisfactory BEE Contributors;

all of which terms are defined as follows:

28.2.18.3 an Excellent BEE Contributor means a company which has scored in excess of 90 percent on a BEE scorecard under a scorecard governing that company's sector or a BEE scorecard issued in the Codes of Good Practice and under the BEE Act;

28.2.18.4 a Good BEE Contributor means a company which has scored in excess of 65 percent, but less than 90 percent, on a BEE scorecard under a scorecard governing that company's sector or a BEE scorecard issued in the Codes of Good Practice and under the BEE Act;

28.2.18.5 a Satisfactory BEE Contributor means a company which has scored in excess of 40 percent but less than 65 percent, on a BEE scorecard under a scorecard governing that company's sector or a BEE scorecard issued in the Codes of Good Practice and under the BEE Act;

28.2.18.6 a Limited BEE Contributor means a company which has scored less than 40 percent, on a BEE scorecard under a scorecard governing that company's sector or a BEE scorecard issued in the Codes of Good Practice and under the BEE Act;

28.2.18.7 a BEE Compliant SMME means a small, medium or micro enterprise (with a turnover of up to R10 million per annum) which is either an Excellent, Good or Satisfactory Contributor to BEE; and

28.2.18.8 a Black Women Owned BEE Contributor is a company which is more than 30 percent owned by black women and which is also an Excellent, Good or Satisfactory contributor to BEE;

28.2.19 "Skills Development Spend" refers to investment in skills development initiatives through both external training providers and the quantifiable costs of accredited internal training programmes. Internal training spend does not include the opportunity cost of employees attending the skills development initiatives;
28.2.20 "Supervisory" refers to the junior management and professional staff;

28.2.21 "TOMSA (Tourism Marketing South Africa) Levy Collectors" refers to tourism enterprises who are registered to raise funds on behalf of the trust;

28.2.22 "Total Employee Time" refers to the total working hours calculated as the product of the total number of employees and their standard working hours;

28.2.23 "Total Staff" refers to all employees and/or contractors, excluding those accounted for under Strategic Representation, from whom the tourism enterprise is responsible for the collection and payment of applicable employee tax. The intention of the scorecard below is to include temporary staff in the definition of total staff, since tourism is an industry that relies heavily on temporary, casual and seasonal staff.

28.3 Milestones and Targets

28.3.1 The Private Party shall ensure that the SPV/s, from the date of signature of the PPP Agreement, comply with the commitments and undertakings set out in the following table and score at least a Good BEE Contributor score for every SPV that falls within the Bid Package that are bidded for (the table below is the 2014 BEE Scorecard and is the most recent in use at time of the tender):

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Weighting</th>
<th>Sub-weighting</th>
<th>Indicators to measure BEE achievement</th>
<th>2014 Milestone</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ownership</td>
<td>20%</td>
<td>13%</td>
<td>Percentage share of economic benefits as reflected by direct shareholding by black people</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7.0% Local Community trust ownership</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Strategic representation</td>
<td>12%</td>
<td>2.5%</td>
<td>Black people as a percentage of board of directors</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td></td>
<td>Black women as a percentage of board of directors</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of board of directors</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td></td>
<td>Black people as a percentage of executive management</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td></td>
<td>Black women as a percentage of executive management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicator</td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td>Indicators to measure BEE achievement</td>
<td>2014 Milestone</td>
<td></td>
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<td>Target</td>
<td></td>
</tr>
<tr>
<td>Employment equity</td>
<td>12%</td>
<td>1.0%</td>
<td>Black people as a percentage of management</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of management</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of management</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black people as a percentage of supervisors, junior and skilled employees</td>
<td>65%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of supervisors, junior and skilled employees</td>
<td>35%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of supervisors, junior and skilled employees</td>
<td>45%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black people as a percentage of total staff</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of total staff</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of total staff</td>
<td>60%</td>
<td></td>
</tr>
<tr>
<td>Skills development</td>
<td>18%</td>
<td>4.5%</td>
<td>Percentage of payroll spend on skills development (including skills development levy) on all accredited training</td>
<td>3%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.5%</td>
<td></td>
<td>Percentage of skills development spend on all black employees</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.5%</td>
<td></td>
<td>Number of learnerships as a percentage of total employees</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.5%</td>
<td></td>
<td>Number of black learners as a percentage of total learners</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Preferential procurement</td>
<td>18%</td>
<td>12.0%</td>
<td>Spend on BEE compliant companies as a percentage of total procurement spend</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.0%</td>
<td></td>
<td>Spend on local BEE compliant companies as a percentage of total procurement spend</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>Enterprise development</td>
<td>10%</td>
<td>5.0%</td>
<td>The sum of percentage spend of post-tax profits on enterprise development and percentage employee time contributed to enterprise development over total management time</td>
<td>1%</td>
<td></td>
</tr>
<tr>
<td>Indicator</td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td>Indicators to measure BEE achievement</td>
<td>2014 Milestone</td>
<td>Target</td>
</tr>
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</tr>
<tr>
<td></td>
<td>5.0%</td>
<td></td>
<td>Enhanced revenue and/or cost savings and/or twining initiatives facilitated for black owned SMMEs, as a percentage of revenue.</td>
<td>1%</td>
<td></td>
</tr>
<tr>
<td>Social development and industry specific</td>
<td>10%</td>
<td>6.0%</td>
<td>Percentage CSI spend of post-tax profits on education, community programmes, job creation, training, health, conservation, community tourism and marketing activities to develop local black tourist market (or percentage management time over total employee time)</td>
<td>1%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Percentage of new recruits with no prior work experience</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.0%</td>
<td></td>
<td>Status of TOMSA levy collector</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Total points BEE</td>
<td>100</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

28.4 **Milestones and Targets Going Forward**

28.4.1 The BEE Milestones and Targets for the duration of the PPP Term and in particular for the period from 1 January 2016 to the end of the PPP Term shall be determined by the restructured editions of the Tourism Charter and Scorecard as gazetted from time to time.

28.4.2 The Tourism BEE Charter was developed to be in line with the Department of Trade and Industry’s first phase of the Codes of Good Practice. Once the Codes of Good Practice has been gazetted, the Tourism Charter will be guided of how best it can be aligned to the final draft Codes of Good Practice.

28.4.3 The milestones and targets of the Tourism BEE Charter and Scorecard could thus be amended from time to time and the provisions of this Section and PPP Agreement would be modified accordingly. The Private Party would receive notification of such amendments and be provided with a satisfactory remedy period.
to address the amendments.

28.5 **External BEE Verification**

28.5.1 The Private Party shall appoint a reputable external verification agency to determine the SPV/s BEE status and a copy of such an independent verification certificate shall be provided to SANParks within 15 (fifteen days) after the end of each Project Year.

28.5.2 The BEE Verification Certificate will categorise the SPV/s according to their contribution to BEE.

28.5.3 The Private Party shall be obliged in terms of the PPP Agreement to ensure that the SPV/s, at a minimum, complies with the category of a Good BEE Contributor for each Project Year.

28.5.4 In the event of default by the SPV/s Private Party to comply with this provisions and the default is not remedied before the expiry of the period referred to in the notice by SANParks, SANParks will have the right to terminate the PPP Agreement with immediate effect by written notice to the Private Party.

The following table outlines how scores will be allocated:

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Weighting</th>
<th>Sub-weighting</th>
<th>Indicators to measure BEE achievement</th>
<th>2014 Milestone</th>
<th>Target</th>
<th>Achieved</th>
<th>Score if target is met</th>
<th>Score achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ownership</strong></td>
<td>20%</td>
<td>13%</td>
<td>Percentage share of economic benefits as reflected by direct shareholding by black people</td>
<td>20%</td>
<td>10%</td>
<td>13</td>
<td>6.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7.0%</td>
<td>7.0%</td>
<td>Local Community trust ownership</td>
<td>10%</td>
<td>10%</td>
<td>7</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td><strong>Strategic</strong></td>
<td>12%</td>
<td>2.5%</td>
<td>Black people as a percentage of</td>
<td>50%</td>
<td>10%</td>
<td>2.5</td>
<td>0.5</td>
<td></td>
</tr>
<tr>
<td>Indicator</td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td>Indicators to measure BEE achievement</td>
<td>2014 Milestone</td>
<td>Score if target is met</td>
<td>Score achieved</td>
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<td></td>
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</tr>
<tr>
<td>representation</td>
<td></td>
<td></td>
<td>board of directors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td></td>
<td>Black women as a percentage of board of directors</td>
<td>25%</td>
<td>20%</td>
<td>2.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of board of directors</td>
<td>20%</td>
<td>20%</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td></td>
<td>Black people as a percentage of executive management</td>
<td>50%</td>
<td>50%</td>
<td>2.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td></td>
<td>Black women as a percentage of executive management</td>
<td>25%</td>
<td>25%</td>
<td>2.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employment equity</td>
<td>12%</td>
<td>1.0%</td>
<td>Black people as a percentage of management</td>
<td>50%</td>
<td>25%</td>
<td>1</td>
<td></td>
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<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of management</td>
<td>25%</td>
<td>12.5%</td>
<td>1</td>
<td></td>
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<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of management</td>
<td>25%</td>
<td>12.5%</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black people as a percentage of supervisors, junior and skilled employees</td>
<td>65%</td>
<td>65%</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of supervisors, junior and skilled employees</td>
<td>35%</td>
<td>35%</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicator</td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td>Indicators to measure BEE achievement</td>
<td>2014 Milestone</td>
<td>Score if target is met</td>
<td>Score achieved</td>
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<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>Target</td>
<td>Achieved</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>employees</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.0%</strong></td>
<td></td>
<td></td>
<td>Local people as a percentage of supervisors, junior and skilled employees</td>
<td>45%</td>
<td>45%</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>1.0%</strong></td>
<td></td>
<td></td>
<td>Black people as a percentage of total staff</td>
<td>75%</td>
<td>25%</td>
<td>1</td>
<td>0.33</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Black women as a percentage of total staff</td>
<td>40%</td>
<td>20%</td>
<td>1</td>
<td>0.5</td>
<td></td>
</tr>
<tr>
<td><strong>2.0%</strong></td>
<td></td>
<td></td>
<td>Local people as a percentage of total staff</td>
<td>60%</td>
<td>30%</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Skills development</strong></td>
<td>18%</td>
<td>4.5%</td>
<td>Percentage of payroll spend on skills development (including skills development levy) on all accredited training</td>
<td>3%</td>
<td>3%</td>
<td>4.5</td>
<td>4.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Percentage of skills development spend on all black employees</td>
<td>75%</td>
<td>75%</td>
<td>4.5</td>
<td>4.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of learnerships as a percentage of total employees</td>
<td>2%</td>
<td>1%</td>
<td>4.5</td>
<td>2.25</td>
<td></td>
</tr>
<tr>
<td>Indicator</td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td>Indicators to measure BEE achievement</td>
<td>2014 Milestone</td>
<td>Score if target is met</td>
<td>Score achieved</td>
<td></td>
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<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of black learners as a percentage of total learners</td>
<td>4.5%</td>
<td></td>
<td></td>
<td>80%</td>
<td>60%</td>
<td>4.5</td>
<td>3.375</td>
<td></td>
</tr>
<tr>
<td>Preferential procurement</td>
<td>18%</td>
<td>12.0%</td>
<td>Spend on BEE compliant companies as a percentage of total procurement spend</td>
<td>50%</td>
<td>25%</td>
<td>12</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25%</td>
<td>25%</td>
<td>6</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Spend on local BEE compliant companies as a percentage of total procurement spend</td>
<td>6.0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise development</td>
<td>10%</td>
<td>5.0%</td>
<td>The sum of percentage spend of post-tax profits on enterprise development and percentage employee time contributed to enterprise development over total management time</td>
<td>1%</td>
<td>1%</td>
<td>5</td>
<td>5</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enhanced revenue and/or cost savings and/or twining initiatives</td>
<td>5.0%</td>
<td></td>
<td></td>
<td>1%</td>
<td>1%</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Indicator</td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td>Indicators to measure BEE achievement</td>
<td>2014 Milestone</td>
<td>Score if target is met</td>
<td>Score achieved</td>
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<td>A</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social development and industry specific</td>
<td>10%</td>
<td>6.0%</td>
<td>Percentage CSI spend of post-tax profits on education, community programmes, job creation, training, health, conservation, community tourism and marketing activities to develop local black tourist market (or percentage management time over total employee time)</td>
<td>1%</td>
<td>1%</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.0%</td>
<td>Percentage of new recruits with no prior work experience</td>
<td>10%</td>
<td>5%</td>
<td>1</td>
<td>0.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0%</td>
<td>Status of TOMSA levy collector</td>
<td>Yes</td>
<td>Yes</td>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total BEE points</td>
<td>100</td>
<td>100</td>
<td></td>
<td>100</td>
<td>76.955</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
29. **ANNEXURE 7 – PPP FEE OFFER**

29.1 In all Bid Packages the PPP Fee Offer comprises of 10% of the total score;

29.2 **Important note to Bidders**

29.2.1 Information on the PPP Fee Offer must be contained in Envelope 2 and is not to be submitted in Envelope 1 with the functionality and BEE proposals.

29.2.2 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:

29.3 **Form of Letter**

To: South African National Parks

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

(a) the minimum PPP fee and

(b) the Variable PPP Fee, expressed as a percentage of the gross turnover of the operation.

The minimum PPP fee that will be adjusted annually by CPIX is as follows and is VAT exclusive:

<table>
<thead>
<tr>
<th>Bid Package</th>
<th>Camp</th>
<th>Monthly rental (excl VAT)</th>
<th>Annual rental (excl VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Package 1</td>
<td>Afsaal</td>
<td>R 17,200</td>
<td>R 206,400</td>
</tr>
<tr>
<td>Bid Package 2</td>
<td>Tshokwane</td>
<td>R 8,200</td>
<td>R 98,400</td>
</tr>
<tr>
<td>Bid Package 3</td>
<td>Nkhuulu</td>
<td>R 5,100</td>
<td>R 61,200</td>
</tr>
</tbody>
</table>

The Variable PPP Fee bid by [name of bidder] is ________________[percentage]% of the gross revenue of the operation (where generator power is supplied) and
The Variable PPP Fee bid by [name of bidder] is _________[percentage]% of the gross revenue of the operation (where hybrid power is supplied).

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

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

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross revenue (net of VAT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percentage of gross revenue due as Variable PPP Fee (same for each year)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PPP fee due</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum PPP fee or Variable PPP Fee, whichever is greater</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Adapt for the 10-year term of the PPP.

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

Signed: _____________________

Name: ______________________

Title: ________________________
30. **ANNEXURE 8 – PPP AGREEMENT**

The PPP Agreement does not form part of the RFP but will be available on the SANParks website: [www.sanparks.org](http://www.sanparks.org) under the link **Special Interest Groups** and **Tenders** in due course.
31. **ANNEXURE 9 – BID COVER SHEETS**

Cover sheets which include the following information must be attached to each Envelope:

**Bid for the following:**

Bid package _____ being the _____________________ Picnic site in the Kruger National Park

**ENVELOPE 1: TECHNICAL BID**

Name of bidder:
Postal address:
Street address:
Telephone:
Cell phone:
Fax:
Contact person:
Email address:
Signature of bidder:
Date:
Capacity under which bid is signed:

*Signature of this document means that the bidder accepts the terms and conditions of this bid. Failure by the bidder to sign this form may disqualify the bid.*
Bid for the following:

Bid package _____ being the _____________________ Picnic site in the Kruger National Park

ENVELOPE 2: PPP FEE OFFER

Name of bidder:
Postal address:
Street address:
Telephone:
Cell phone:
Fax:
Contact person:
Email address:
Signature of bidder:
Date:
Capacity under which bid is signed:

Signature of this document means that the bidder accepts the terms and conditions of this bid. Failure by the bidder to sign this form may disqualify the bid.
32. **ANNEXURE 10 – BOND**

To: South African National Parks

[Name of bidder] (“the bidder”) is to submit to you a bid to enter into PPP Agreement with SANParks for the purpose of the operation of the ________________ Picnic site in the Kruger National Park;

And you require the bidder to include in the bid a bond for the following amount:

- **Bid package 1 Afsaal Picnic Site:** R 51,600
- **Bid package 2 Tshokwane Picnic Site:** R 24,600
- **Bid package 3 Nkhuhlu Picnic Site:** R 15,300

And we have agreed to give you such a bond.

We hereby irrevocably and unconditionally undertake to pay you, upon your first written demand and without objection or argument, the sum of R [amount of bond], upon any or all of the following occurrences:

- any material misrepresentation made by the bidder in its bid submission or any other information and documentation submitted by it under the request for qualifications or the request for proposals;
- the withdrawal or modification of its bid during the period of bid validity;
- any default or breach by the Private Party during the term of the agreement;
- Any event caused by the Private Party that resulted in losses to SANParks.

The Bank shall pay amounts not exceeding R ______________________ (______________________________ Rand) in aggregate (the “Maximum Amount”) without delay, on receipt by the Bank of the first written demand of SANParks that the amount is due and payable and without proof of any breach or other default. The Bank shall pay such amount(s) to **SANParks** upon receipt of an instruction by an authorised representative of SANParks certifying that SANParks is entitled to draw on this Bond pursuant to the provisions of the PPP Agreement. SANParks may make partial and/or multiple demands under this Bond provided that the aggregate of amounts paid under this Bond shall not exceed the
Maximum Amount.

The demand for payment together with this Bond (or a certified copy hereof) shall constitute prima facie proof of the Bank’s indebtedness hereunder for the purposes of any proceedings including but not limited to provisional sentence proceedings instituted against the Bank in any court of law having jurisdiction.

Neither the failure of SANParks nor of the Private Party respectively to enforce strict or substantial compliance by the Private Party or any contractor or sub-contractor with their respective obligations nor any act, conduct, or omission by SANParks or Private Party prejudicial to the interests of the Bank including, without limitation, the granting of time or any other indulgence to the Private Party, any contractor or sub-contractor or any other person or by amendment to or variation or waiver of terms of the PPP Agreement, any sub-contract or any ancillary or related document (the “Underlying Documents”) will discharge the Bank from liability under this Bond. For the avoidance of doubt, the Bank's liability under this Bond will not be discharged notwithstanding the winding up, dissolution or judicial management of the Private Party, any contractor or sub-contractor or any other Person and the Bond shall be honoured regardless of the invalidity, illegality or unenforceability of the Underlying Documents.

This Bond shall:

- remain in full force and effect from the date hereof, and shall expire on the earlier of:
  - the issuance of a replacement Bond in accordance with the terms of the PPP Agreement;
  - 90 (ninety) Business Days after the expiry or earlier termination of the PPP Agreement; or
  - the date when the Bank has paid to SANParks an amount which is equal to (or amounts which in aggregate total) the Maximum Amount;

- exist independently of the PPP Agreement or any amendment, variation or novation thereof;

- not be ceded, assigned or otherwise transferred by SANParks, or otherwise dealt with in any manner whatsoever (save for the purposes and in the manner referred to above) which has or may have the effect of transferring or encumbering or alienating SANParks’ rights hereunder;

- be returned to the Bank on its expiry, cancellation, withdrawal or this Bond being fully drawn; and
be governed by the laws of the Republic of South Africa.

The Bank shall deposit any payment made under this Bond into an account designated by SANParks.

The Bank shall make any payment demanded under this Bond free, clear of and without any deduction, withholding, counterclaim or set-off of any kind. If the Bank is required by law to make payments subject to the deduction or withholding of tax, it will make such further payments as are necessary to ensure that the amounts paid to SANParks equal the amounts that would have been paid to SANParks had no such deduction or withholding been made or been required to be made.

The obligations of the Bank under this Bond shall not in any way be affected by the invalidity, illegality or unenforceability for any reason of the obligations of the Private Party.

The Bank shall have no right of recourse or claim of whatever nature against SANParks arising out of its obligation to pay or arising out of actual payment under this Bond to SANParks.

Addresses and Notices:

The parties hereto choose domicilium citandi et executandi for all purposes of and in connection with this PPP Agreement as follows:

SANParks: ______________________________________________________
Telefax: _____________________________________________________
The Bank:  ________________________________________________
Telefax: _____________________________________________________

Any party hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be a physical address in the Republic of South Africa, and any such change shall only be effective upon receipt of notice in writing by the other party of such change.

All notices, demands, communications or payments intended for any party shall be made or given at such party’s domicilium for the time being.

Any notice required or permitted to be given under this Bond shall be valid and effective only if in writing.

A notice sent by one party to another party shall be deemed to be received

- on the same day, if delivered by hand;
- on the same day of transmission, if sent by telefax with a receipt
confirming completion of transmission.

Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

SIGNATURE AND SEAL

Name of bank_________________
Address_________________
Date___________________
33. ANNEXURE 11 – PROHIBITED CHEMICALS
34. **ANNEXURE 12 – PREFERRED CHEMICAL CONTROL**
35. ANNEXURE 13 – BAT MANAGEMENT GUIDELINES
36. **ANNEXURE 14 – PEST MANAGEMENT PLAN**