REQUEST FOR PROPOSALS

Request for proposals issued by South African National Parks in respect of the Workshops 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 Fleet Workshop 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.

October 2016
# TABLE OF CONTENTS

1. INTRODUCTION ........................................................................................................................................... 5
2. GENERAL RULES OF THE TENDER ............................................................................................................. 6
3. IDENTITY OF BIDDERS ................................................................................................................................. 7
4. THE PPP OPPORTUNITY/IES ......................................................................................................................... 8
5. SITE VISITS, DUE DILIGENCE AND BIDDERS CONFERENCE ............................................................. 9
6. PPP AGREEMENT ........................................................................................................................................ 10
7. BID DATE .................................................................................................................................................... 11
8. CONTENTS OF BID SUBMISSIONS ........................................................................................................... 11
9. HOW THE BIDS WILL BE OPENED ............................................................................................................ 13
10. INCOMPLETE BIDS .................................................................................................................................... 13
11. BID EVALUATION METHODOLOGY .......................................................................................................... 14
12. SCORING FOR FUNCTIONALITY ................................................................................................................ 14
13. WEIGHTING TABLE .................................................................................................................................... 16
14. HOW BEE IS EVALUATED .......................................................................................................................... 16
15. OPENING OF FINANCIAL ENVELOPES .................................................................................................. 16
16. EVALUATION OF PPP FEE OFFERS ....................................................................................................... 16
17. SIGNATURE AND EFFECTIVENESS OF PPP AGREEMENT .................................................................... 18
18. BOND (BID AND PERFORMANCE BOND) .................................................................................................. 18
19. BID TIMETABLE .......................................................................................................................................... 19
20. FURTHER INFORMATION ............................................................................................................................ 20
21. ANNEXURE 1A – QUALIFICATION SUBMISSIONS ................................................................................... 22
22. ANNEXURE 1B – INFORMATION ON BIDDERS........................................24
23. ANNEXURE 2 – FINANCING AND CAPITAL PLAN ................................25
24. ANNEXURE 3.1 – BUSINESS, OPERATIONAL AND DESIGN PLAN ........27
25. ANNEXURE 4 – ENVIRONMENTAL PROPOSAL..................................30
26. ANNEXURE 5 – RISK MATRIX .........................................................36
27. ANNEXURE 6 – BEE OBLIGATIONS..................................................38
28. ANNEXURE 7 – PPP FEE OFFER ...................................................51
29. ANNEXURE 8 – PPP AGREEMENT...............................................53
30. ANNEXURE 9 – BID COVER SHEETS.............................................54
31. ANNEXURE 10 – BOND ........................................................................56
32. ANNEXURE 11 – PROHIBITED CHEMICALS......................................60
33. ANNEXURE 12 – PREFERRED CHEMICAL CONTROL......................61
34. ANNEXURE 13 – BAT MANAGEMENT GUIDELINES ........................62
35. ANNEXURE 14 – PEST MANAGEMENT PLAN...................................63
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 opportunity:

1.2.1 To operate the workshops in the Skukuza, Letaba and Shingwedzi camps and service and maintain the SANParks fleet. In addition, to provide Emergency Road Services to KNP visitors inclusive of tow-in / recovery services 24/7, to provide a panel beating service and to make repairs to canvas of the Open Safari Vehicles.

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 (minimum service times or down times for repairs);
1.4.4 Job Creation (sustainability of the jobs of people working at the workshops);

1.4.5 BEE (operator to subscribe to the BEE scorecard);

1.4.6 Infrastructure upgrades (upgrades to the workshop to provide optimal service).

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 19 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 15.

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 **Workshop:**

4.2.1.1 Service and maintenance of all SANParks fleet vehicles for which the Private Party is accredited;

4.2.1.2 Service and maintenance of SANParks’ staff vehicles if and when required and where capacity allows;

4.2.1.3 Minor panel beating services to SANParks’ fleet vehicles that were in accidents

4.2.1.4 Logistics and warehousing of spare parts; and

4.2.1.5 Implementation of suitable models to ensure reasonable availability of tyres.

4.2.2 **Emergency Road Service:**

4.2.2.1 Break down services for tourists and/or staff who requires such a service. This service to be rendered 7 days a week (fully functional during times when camp gates are open and on a standby basis when camp gates are closed).

4.2.3 **Other:**
4.2.3.1 Repairs to tractors (Kubota and J70 and J80 Case tractors);
4.2.3.2 Initiate process to ensure that compressors are functioning optimally; and
4.2.3.3 Do canvass repairs to open safari vehicles.

4.3 Exclusivity

The appointed operators will have exclusive rights to operate the workshops within the designated footprint area.

5. SITE VISITS, DUE DILIGENCE AND BIDDERS CONFERENCE

5.1 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.

5.2 The following site visit will be arranged but is not compulsory:

<table>
<thead>
<tr>
<th>Site</th>
<th>Date</th>
<th>Time</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skukuza</td>
<td>13 October 2016</td>
<td>9h00 – 11h30</td>
<td>Please obtain specific details on the site visit from J. Daniels</td>
</tr>
</tbody>
</table>

PLEASE NOTE: Site visits to Letaba and Shingwedzi to be arrange through project officer in own time.

5.3 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.

5.4 Please note that traveling and accommodation costs for this visit will be for the bidders own account.
5.5 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. 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.

5.6 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 5.6, communications sent from duly authorised staff of SANParks to Bidders via electronic mail shall be deemed as communications in writing.

5.7 A bidder’s conference will be held on 20 October 2016. All interested bidders are required to register for the bidders conference by sending their names, contact telephone, fax and e-mail address to James Daniels on e-mail: james.daniels@sanparks.org by latest 17 October 2016.

Telephonic enquiries can be done with James Daniels on 083 679 0472.

5.8 Contact for Due Diligence-related Matters

5.8.1 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

6. PPP AGREEMENT

6.1 A draft PPP Agreement will be included in the Tender Documents.
6.2 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 6.2 or otherwise granted in this RFP, PPP Agreement or available under the laws of the Republic of South Africa.

7. **BID DATE**

7.1 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 18 November 2016 (the “Bid Date”).

7.2 Submissions delivered after 11:00 on the Bid Date shall be regarded as invalid, and returned to the Bidder, unopened.

8. **CONTENTS OF BID SUBMISSIONS**

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

8.2 A separate bid per Bid package must be submitted.

8.3 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.

8.4 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:

8.4.1 An original copy of the Qualification Criteria, in the format given in Annexure 1A – Qualification Submissions;

8.4.2 An original copy of the Bidder Information, in the format given in Annexure 1B – Information on Bidders;

8.4.3 An original copy of the Financing and Capital plan, in the format given in Annexure 2 – Financing and Capital Plan;
8.4.4 An original copy of the Business, Operational and Design plan, in the format given in Annexure 3.1 – Business, Operational and Design Plan

8.4.5 An original copy of the Environmental Proposal, in the format given in Annexure 4 – Environmental Proposal

8.4.6 An original copy of the completed Risk Matrix, in the format given in Annexure 5 – Risk Matrix

8.4.7 An original copy of the BEE proposal, in the format given in Annexure 6 – BEE Obligations

8.4.8 VERY IMPORTANT: An electronic copy containing all the Annexures (clearly marked) of the bid submission should be submitted on USB disk. The annexures should be in non-edited PDF form and will be used for evaluation purposes. Please note that the PPP fee offer should NOT be disclosed anywhere on the USB in electronic format.

8.4.9 A signed copy of the final form PPP Agreement including all the relevant sections the Bid Submission to be included in the PPP Agreement, with each page initialled by the duly authorised representative; and compliant with the format set out in Annexure 8 – PPP Agreement.

8.4.10 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

8.4.11 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.

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

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

8.6 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.

8.7 All information provided in the bid must be valid for 90 business days from the Bid Date.

9. **HOW THE BIDS WILL BE OPENED**

9.1 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.

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

9.3 Technical Offers will be evaluated and scored according to the procedure set out in Articles 11 to 14 below.

10. **INCOMPLETE BIDS**

10.1 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.

10.2 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.

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

10.4 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.
11. **BID EVALUATION METHODOLOGY**

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

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

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

11.1.3 Envelope 2 is for the PPP Fee Offer and will only be opened and evaluated if the minimum thresholds in Article 11.1.2 are met.

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

11.2.1 Weightings will be as follows:

<table>
<thead>
<tr>
<th>Functionality Weighting</th>
<th>BEE Weighting</th>
<th>PPP fee offer Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
<td>10</td>
<td>5</td>
</tr>
</tbody>
</table>

Table 1: Functionality, BEE and PPP Fee offer weightings

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

12. **SCORING FOR FUNCTIONALITY**

The functionality aspects of a bid will be scored out of 100 points. A bidder must achieve 65% of the total functionality points in order to pass and should not fail any sub-section (below 50%). 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:

12.1 **Financing and Capital plan**

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

12.1.2 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.

12.1.3 The Financing and Capital Plan weighting is outlined in Table 2: Sub-functionality weightings.

12.2 Business, Operational and Design plan

12.2.1 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.

12.2.2 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.

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

12.3 Environmental plan

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

12.3.2 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.

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

12.4 Risk Matrix
12.4.1 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.

12.4.2 The Risk Matrix weighting is outlined in Table 2: Sub-functionality weightings.

13. **WEIGHTING TABLE**

<table>
<thead>
<tr>
<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>20</td>
<td>10</td>
<td>15</td>
<td>55</td>
</tr>
</tbody>
</table>

*Table 2: Sub-functionality weightings*

14. **HOW BEE IS EVALUATED**

14.1 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.

14.2 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. **OPENING OF FINANCIAL ENVELOPES**

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

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

15.3 Once ratified, the preferred bidder will be announced.

16. **EVALUATION OF PPP FEE OFFERS**

16.1 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:
16.1.1 the Minimum PPP Fee indicated in Annexure 7 – PPP Fee Offer increased annually by CPIX; or

16.1.2 the Variable PPP Fee expressed as a flat percentage of the gross revenue of the operation.

16.2 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.

16.3 The points for the PPP Fee Offer are calculated as follows: 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.

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

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

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

- **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

16.6 **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.

17. **SIGNATURE AND EFFECTIVENESS OF PPP AGREEMENT**

17.1 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.

17.2 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:

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

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

17.2.3 Any other requirements determined by SANParks.

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

18. **BOND (BID AND PERFORMANCE BOND)**

18.1 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>Kruger National Park</th>
<th>Bond Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Workshops</td>
<td>R 169,500</td>
</tr>
</tbody>
</table>

18.2 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.
18.3 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.

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

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

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

18.4.3 Any default or breach by the Private Party during the term of the agreement;

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

18.5 The Bond shall be callable upon first demand by SANParks in the event that one or more of the circumstances described at Article 18.4 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.

19. **BID TIMETABLE**

The Tender shall take place in accordance with the timetable set out in this Article 19. 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 19 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>
</tr>
</thead>
<tbody>
<tr>
<td>Media Publication of opportunities</td>
<td>9 - 11 Oct 2016</td>
</tr>
<tr>
<td>Publication of RFP, PPP Agreement and Information Memorandum on the SANParks website</td>
<td>9 Oct 2016</td>
</tr>
<tr>
<td>Due diligence site visits</td>
<td>13 Oct 2016</td>
</tr>
<tr>
<td>Bidders Conference</td>
<td>20 Oct 2016</td>
</tr>
<tr>
<td>ACTION</td>
<td>DATE</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Submission by Bidders of Comments &amp; Questions on RFP and Agreement</td>
<td>24 Oct 2016</td>
</tr>
<tr>
<td>Distribute Written Answers to Questions</td>
<td>25 Oct 2016</td>
</tr>
<tr>
<td>Final Tender Docs in event of amendments</td>
<td>25 Oct 2016</td>
</tr>
<tr>
<td>Bid Submissions by Private Parties</td>
<td>18 Nov 2016</td>
</tr>
<tr>
<td>Tender Evaluation</td>
<td>21 – 22 Nov 2016</td>
</tr>
<tr>
<td>BAC approval and opening of financial envelopes</td>
<td>25 Nov 2016</td>
</tr>
<tr>
<td>EXCO approval</td>
<td>6 Dec 2016</td>
</tr>
<tr>
<td>Contract Signature</td>
<td>Dec 2016</td>
</tr>
<tr>
<td>Handover to new operator</td>
<td>Jan and Feb 2017</td>
</tr>
<tr>
<td>New Operator Contract Commences</td>
<td>1 March 2017</td>
</tr>
</tbody>
</table>

20. **FURTHER INFORMATION**

20.1 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: 086 543 6796
E-mail: james.daniels@sanparks.org

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

21.1 **Financial Requirements**

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

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

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

21.1.2 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.

21.1.3 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:

21.2 **Financial capacity**

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

21.2.1.1 Refurbishment of the workshops;

21.2.1.2 Maintaining the workshops to Industry Best practice standards; and

21.2.1.3 Financial capacity to purchase assets (including tow-in trucks and recovery vehicles) and to stock parts warehouse.

21.3 **Experience**

21.3.1.1 Proven track record of similar operations

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

*Experience:* Operated at least two (2) workshops with a combined annual turnover of R 2 million per annum.
Existence: The operations should have been in existence for at least 3 years whilst achieving the above turnovers.

Number of vehicles serviced per year: A minimum of 150 vehicles

Accreditation to service the following vehicle makes: Toyota, Nissan and Isuzu

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

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

22.1 **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:

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

22.1.2 Directors/Partners/Trustees and their responsibilities.

22.1.3 Place of registration.

22.1.4 Registration number.

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

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

22.1.7 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.

22.2 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.
23. **ANNEXURE 2 – FINANCING AND CAPITAL PLAN**

23.1 The Financing and Capital Plan comprises of 20% of the Functionality score with Functionality comprising 85% of the total score;

23.2 The Bidder should provide the following information:

23.2.1 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;

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

23.2.2.1 Refurbishment of the workshops;
23.2.2.2 Maintaining the workshops to Industry Best practice standards; and
23.2.2.3 Financial capacity to purchase assets (including tow-in trucks and recovery vehicles) and to stock parts warehouse.

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

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

23.2.5 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>
</tr>
</thead>
<tbody>
<tr>
<td>Cash inflows</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owners’ capital</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loans received</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Start-up R’000</td>
<td>Year 1 R’000</td>
<td>Year 2 R’000</td>
<td>Year 3 R’000</td>
<td>Year 4 R’000</td>
<td>Year 5 R’000</td>
<td>...*</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------</td>
<td>--------------</td>
<td>--------------</td>
<td>--------------</td>
<td>--------------</td>
<td>--------------</td>
<td>------</td>
</tr>
<tr>
<td>Grants received</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash from sales and other operating revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash from other sources</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total cash inflow (A)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash outflows</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project costs and start-up expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries, wages and staff costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All other operating costs and expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan repayments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infrastructure upgrades/Building additions/ internal décor etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement of equipment and vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total cash outflow (B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net cash flow [A – B] before PPP fees and tax</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

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

The Business, Operational and Design plan comprises of 55% of the Functionality score with Functionality comprising 85% of the total score;

The following outlines the evaluation criteria that will be used:

24.1 **Experience of the Operator (weighting 25%)**

24.1.1 Outline your experience in running workshops (weighting 40%)

24.1.2 Outline your experience in relation to Emergency Road Services (weighting 10%)

24.1.3 Provide detailed information on the variety of vehicles that you have worked on – specific reference to the vehicles worked on whilst you were accredited to service them (weighting 15%)

24.1.4 Provide detail on the workshop operated with specific reference on the number of staff employed (weighting 15%)

24.1.5 Provide detail on agreements in place to ensure optimal spares availability (inclusive of tires). This section could include references to consignment stock as well as other initiatives to optimize service delivery (weighting 10%)

24.1.6 Outline experience servicing other motors, i.e. golf carts and tractors (weighting 10%)

24.2 **Optimising service delivery (weighting 45%)**

24.2.1 Outline plan to ensure that all three workshops (Skukuza, Letaba and Shingwedzi) render a good service to the park (weighting 15%)

24.2.2 Outline Standard Operating Procedures (SOP’s) that will be implemented to ensure quality service (weighting 10%)

24.2.3 Undertaking to obtain and maintain accreditation of vehicles in the SANParks fleet).
Existing accreditation for Toyota, Nissan, Isuzu and Easy go with potential of other vehicles such as Nissan should more than 100 of these vehicles become part of the SANParks fleet (weighting 15%)

24.2.4 Outline communication systems and channels that will be implemented to ensure good service delivery as well as effective communication between the 3 workshops and end user of vehicles to ensure timely services (on stipulated intervals) (weighting 10%)

24.2.5 Outline Emergency Repair Services (ERS) processes with emphasis on the following (weighting 10%):
- Communication between the client and SANParks ranger to ensure that support can be rendered;
- Timeframe from registration of the problem to quotation to assistance (SLA).
- Undertaking to provide 24 hour assistance.

24.2.6 Model to ensure that panel beating services and repairs to canvas happens. The model could be an insourced or outsourced model but SANParks should be comfortable that this service will be rendered for the duration of the agreement (weighting 10%)

24.2.7 As the workshops are remote, the bidder should provide detail on the anticipated spare warehouse model and distribution processes (weighting 15%):
- Stocking of the main parts warehouse in Skukuza;
- Distribution of parts from Skukuza to Letaba and Shingwedzi
  Process to be followed with non-fast moving parts

24.2.8 Model to ensure availability of tyres when required (weighting 5%)

24.2.9 Undertaking to become AA-approved dealer in order to assist with breakdowns of AA customers in the park (weighting 5%)

24.2.10 Focus on administration – systems to be used to ensure accurate calculation of rental fees owed to SANParks (weighting 5%)

24.3 Workshop design (weighting 25%)

24.3.1 Outline any changes that is anticipated at the workshop to ensure optimal service delivery
Request for Proposal – KNP Fleet Workshop

(weighting 100%):
- Workshop
- Panel Beating Area (including spray booth)
- Other areas

24.4 **Staff Housing (weighting 5%)**

24.4.1 In light of limited capacity in terms of staff housing, outline your model to house more staff (should this be a requirement) (weighting 100%)
25. **ANNEXURE 4 – ENVIRONMENTAL PROPOSAL**

25.1 In all Bid Packages, the Environmental Plan comprises of 15% of the Functionality score with Functionality comprising 85% of the total score.

25.2 **Environmental responsibility:**

25.2.1 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.

25.2.2 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.

25.2.3 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.

25.3 **Regulatory Provisions**

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

25.3.2 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.

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

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

25.4 Environmental Impact

25.4.1 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 Workshop areas and the Protected Area.

25.5 Code of Conduct

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

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

25.6 Solid Waste Management:

25.6.1 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.

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

25.6.2.1 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);

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

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

25.6.3.1 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;

25.6.3.2 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.

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

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

25.6.4.2 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.

25.6.4.3 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.

25.6.4.4 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.

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

25.6.4.6 Ensure that the all areas are kept free of litter by:

25.6.4.6.1 Promoting an ethic amongst guests and staff alike.

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

25.6.4.6.3 Promoting at 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).

25.7 **Liquid Waste Management:**

25.7.1 Liquid waste refers to sewerage, grey water and oil;

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

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

25.7.4 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;

25.7.5 The Private Party undertakes to clean up any oil and diesel spillages. A Memorandum of Agreement should be included in the bid, which outlines agreements in place with relevant companies who has experience in cleaning up of oil and diesel spillages together with turnaround times to do the clean-up.

25.8 **Water Management and guidelines:**

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

25.8.2 The Private Party undertakes to:

25.8.2.1 Monitor the use of water;

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

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

25.8.2.4 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

25.9 **Chemical substances**

25.9.1 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);

25.9.2 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
25.9.3 The Private Party undertakes to ensure safe storage and disposal of chemicals and their containers;

25.9.4 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;

25.9.5 The Private Party undertakes to use environmentally friendly and biodegradable detergents and cleaning agents;

25.10 **Pest Control**

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

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

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

25.11 **Visual Impacts**

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

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

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

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

25.12.1 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

25.12.2 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.

25.13 Energy use

25.13.1 The Private Operator undertakes to measure energy use and continuously aim to implement measures to reduce energy usage until optimal levels are reached.
26. **ANNEXURE 5 – RISK MATRIX**

26.1 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 environmental damage i.e. oil spills</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 operations.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market, demand, volume</td>
<td>Number of vehicles that need to be serviced and maintained might be lower than expected for the projected period</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>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>Public liability in the event of poor service resulting in damage to the vehicles engine</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
27. **ANNEXURE 6 – BEE OBLIGATIONS**

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

27.2 **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:

27.2.1 "**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;

27.2.2 "**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;

27.2.3 "**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;"

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

27.2.5 "**Black Women**" means female Black People;
27.2.6 "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;

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

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

27.2.8.1 the right to participate in the voting rights in that enterprise;
27.2.8.2 the right to receive unencumbered economic interest (such as dividends) flowing to the shareholders of that enterprise; and
27.2.8.3 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;
27.2.8.4 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;

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

27.2.9.1 employment related expenditure;
27.2.9.2 procurement from public utilities and natural monopolies; and
27.2.9.3 facilitated procurement by travel agencies or other travel distribution providers where the choice of service providers remains with the consumer.

27.2.10 "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 learner ships, traineeships or short-term and temporary assignments;
27.2.11 "Enterprise Development" may take a variety of forms, including:

27.2.11.1 direct investment in Black Owned and Black Empowered SMMEs;

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

27.2.11.3 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

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

27.2.12 "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;

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

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

27.2.15 "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;

27.2.16 "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;

27.2.17 "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;

27.2.18 "Preferential Procurement" refers to all spend with BEE compliant suppliers, to be calculated as follows:
27.2.18.1 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

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

all of which terms are defined as follows:

27.2.18.3 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;

27.2.18.4 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;

27.2.18.5 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;

27.2.18.6 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;

27.2.18.7 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

27.2.18.8 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;

27.2.19 "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;
27.2.20 "Supervisory" refers to the junior management and professional staff;

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

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

27.2.23 "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.

27.3 2104 Milestones and Targets

27.3.1 The Private Party shall ensure that the SPV/s, from the date of signature of the PPP Agreement to 31 December 2014, 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:

<table>
<thead>
<tr>
<th>Indicator</th>
<th>2014 Weightings</th>
<th>2014 MILESTONES</th>
<th>2014 Milestone</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td>Indicators to measure BEE achievement</td>
<td>Target</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>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7.0% Local Community trust ownership</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>
</tr>
<tr>
<td></td>
<td></td>
<td>2.5%</td>
<td>Black women as a percentage of board of directors</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.0%</td>
<td>Local people as a percentage of board of directors</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.5%</td>
<td>Black people as a percentage of executive management</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.5%</td>
<td>Black women as a percentage of executive management</td>
<td>25%</td>
</tr>
<tr>
<td>Indicator</td>
<td>2014 Weightings</td>
<td>2014 MILESTONES</td>
<td>Indicators to measure BEE achievement</td>
<td>2014 Milestone</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td>Weighting</td>
<td>Sub-weighting</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>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of management</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of management</td>
<td>25%</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>
</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>
</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>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black people as a percentage of total staff</td>
<td>75%</td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of total staff</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of total staff</td>
<td>60%</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>
</tr>
<tr>
<td></td>
<td>4.5%</td>
<td></td>
<td>Percentage of skills development spend on all black employees</td>
<td>75%</td>
</tr>
<tr>
<td></td>
<td>4.5%</td>
<td></td>
<td>Number of learner ships as a percentage of total employees</td>
<td>2%</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>
</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>
</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>
</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</td>
<td>1%</td>
</tr>
</tbody>
</table>
## 2014 Weightings

<table>
<thead>
<tr>
<th>Indicator</th>
<th>2014 Weightings</th>
<th>2014 MILESTONES</th>
<th>2014 Milestone</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Indicators to measure BEE achievement</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>total management time</td>
<td>5.0%</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>
</tbody>
</table>

### Social development and industry specific

| 10%   | 6.0% | 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) | 1% |

| 1.0% | Percentage of new recruits with no prior work experience | 10% |
| 3.0% | Status of TOMSA levy collector | Yes |

### Total BEE points

| 100 | 100 |

## 27.4 Milestones and Targets Post-2014

### 27.4.1 The BEE Milestones and Targets for the duration of the PPP Term and in particular for the period from 1 January 2015 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.

### 27.4.2 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.

### 27.4.3 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.

27.5 **External BEE Verification**

27.5.1 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.

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

27.5.3 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.

27.5.4 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.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>2014 Weightings</th>
<th>2014 MILESTONES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014 Weighting</td>
<td>Sub-weighting</td>
</tr>
<tr>
<td>Ownership</td>
<td>20% 13%</td>
<td>A  B</td>
</tr>
<tr>
<td>Indicator</td>
<td>2014 Weightings</td>
<td>2014 MILESTONES</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td>Weighting</td>
<td>Sub-weighting</td>
</tr>
<tr>
<td>Local Community trust ownership</td>
<td>7.0%</td>
<td>10%</td>
</tr>
<tr>
<td>Strategic representation</td>
<td>12%</td>
<td>2.5%</td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td>20%</td>
</tr>
<tr>
<td>Employment equity</td>
<td>12%</td>
<td>1.0%</td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td>65%</td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td>10%</td>
</tr>
<tr>
<td>Indicator</td>
<td>2014 Weightings</td>
<td>2014 MILESTONES</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>A</strong></td>
<td><strong>B</strong></td>
<td><strong>C</strong></td>
</tr>
<tr>
<td><strong>employees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.0%</td>
<td>Black women as a percentage of supervisors, junior and skilled employees</td>
<td>35%</td>
</tr>
<tr>
<td>2.0%</td>
<td>Local people as a percentage of supervisors, junior and skilled employees</td>
<td>45%</td>
</tr>
<tr>
<td>1.0%</td>
<td>Black people as a percentage of total staff</td>
<td>75%</td>
</tr>
<tr>
<td>1.0%</td>
<td>Black women as a percentage of total staff</td>
<td>40%</td>
</tr>
<tr>
<td>2.0%</td>
<td>Local people as a percentage of total staff</td>
<td>60%</td>
</tr>
<tr>
<td><strong>Skills development</strong></td>
<td>18%</td>
<td>4.5%</td>
</tr>
<tr>
<td></td>
<td>4.5%</td>
<td>Percentage of skills development spend on all</td>
</tr>
<tr>
<td>Indicator</td>
<td>2014 Weightings</td>
<td>2014 MILESTONES</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Indicators to measure BEE achievement</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>black employees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of learner ships as a percentage of total employees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of black learners as a percentage of total learners</td>
</tr>
<tr>
<td>Preferential procurement</td>
<td>18%</td>
<td>12.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.0%</td>
</tr>
<tr>
<td>Enterprise development</td>
<td>10%</td>
<td>5.0%</td>
</tr>
<tr>
<td>Indicator</td>
<td>2014 Weightings</td>
<td>2014 MILESTONES</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Indicator to measure BEE achievement</td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>Social development and industry specific</td>
<td>10%</td>
<td>6.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>management time</td>
</tr>
<tr>
<td></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>
</tr>
</tbody>
</table>
### 2014 Weightings

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Weighting</th>
<th>Sub-weighting</th>
<th>2014 MILESTONES</th>
<th>Score if target is met</th>
<th>Score achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEE points</td>
<td>100</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 2014 Milestone

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Weighting</th>
<th>Sub-weighting</th>
<th>2014 Milestone</th>
<th>Score if target is met</th>
<th>Score achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>no prior work experience</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>3.0%</td>
<td>Status of TOMSA levy collector</td>
<td>Yes</td>
<td>Yes</td>
<td>3</td>
</tr>
</tbody>
</table>

**Total BEE points:** 100

**Score achieved:** 76.955
28. **ANNEXURE 7 – PPP FEE OFFER**

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

28.2 **Important note to Bidders**

28.2.1 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.

28.2.2 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:

28.3 **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>Packages</th>
<th>MINIMUM PPP FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Month (Excl VAT)</td>
</tr>
<tr>
<td>KNP Workshops</td>
<td>R 42,000</td>
</tr>
</tbody>
</table>

The Variable PPP Fee bid by [name of bidder] is _____________ [percentage] % of the gross revenue of the operation.
[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>Gross revenue (net of VAT)</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>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>
</tbody>
</table>

**PPP fee due**

Minimum PPP fee or Variable PPP Fee, whichever is greater

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

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

Signed: _____________________

Name: ______________________

Title: ______________________
29. **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**.
30. **ANNEXURE 9 – BID COVER SHEETS**

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

---

**Bid for Fleet workshops in the Kruger National Park:**

**ENVELOPE 1: TECHNICAL BIDS**

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 Fleet workshops 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.
31. 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 fleet workshops in the Kruger National Park;

And you require the bidder to include in the bid a bond for the following amount: R 169,500

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_________________
32. **ANNEXURE 11 – PROHIBITED CHEMICALS**
33. ANNEXURE 12 – PREFERRED CHEMICAL CONTROL
34. ANNEXURE 13 – BAT MANAGEMENT GUIDELINES
35. ANNEXURE 14 – PEST MANAGEMENT PLAN