REQUEST FOR PROPOSALS

Request for proposals issued by South African National Parks in respect of the Bush Braai opportunity in the Phalaborwa Gate of 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 bush braai opportunity 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.

FEBRUARY 2017
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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 Bush Braai opportunity at a site identified in the Phalaborwa Gate of the Kruger National Park.

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 Bush Braai opportunity in National Parks;

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

1.4.3 Job Creation;

1.4.4 BEE;

1.4.5 Biodiversity protection and conservation;
1.4.6 Tourism promotion through professional service rendered to guests visiting the Kruger National Park; and

1.4.7 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 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 submission** in relation to the Qualification Criteria;
3.7.2 Submit to SANParks the information set out in Annexure 1B – Qualification submission 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

4.1 The PPP opportunities entails the following:

4.1.1 A tourism PPP opportunity exists in a site identified in the Phalaborwa Gate of the Kruger National Park. The following outlines a high level overview of the opportunity and SANParks’ expectation of the operation of the site:

A bush breakfast and bush braai\dinner experience for guests\tourists booked for morning and night game drives.

The Private Party will provide bush breakfast and bush braai\dinner in the identified bush site and offer cold and hot beverages to the guests.

Provision of seating for guests - dining tables and chairs will be provided for only 40 guests during mealtime.

Provision of game drives: The Private Party will provide morning and night drives in an Open Safari Vehicle (OSV). An expert guide driver will drive guests\tourists for game viewing not exceeding 40 guests.

Please note: The bush breakfast and bush braai\dinner is offered in conjunction with the game drives. For this opportunity, the Private party will provide both the services of game drives and cater for the guests.

Morning Drives and Bush Breakfast: Commences at 06h00 and guests are driven for
game viewing for approximately 2 hours followed by a bush breakfast break in the identified bush site. Please note that the bush breakfast should be finalized by 09h30 – 10h00 and Private party must depart the Park by 11h00.

**Night Drives and Bush Braai/Dinner:** Commences at 16h00 for a game drive lasting approximately two hours before guests break for a bush braai/dinner in the identified bush site. Please note that the bush dinner should be finalized by 21h00 as the Private party must depart the park by 22h00.

4.1.2 Detailed information is provided in the Information Memorandum.

5. **SITE VISITS, DUE DILIGENCE AND BIDDERS CONFERENCE**

5.1 The Site Visit and Due Diligence process is being organised for the Bidders with the 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 visits will be arranged (refer table below)

<table>
<thead>
<tr>
<th>Park</th>
<th>Camp</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kruger National Park</td>
<td>Phalaborwa Gate</td>
<td>14 March 2017</td>
</tr>
</tbody>
</table>

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. 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.

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 5.7, 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 23 March 2017.

5.8 All interested parties are required to register for the site visit of 14 March 2017 as well as the bidders conference of 23 March 2017 by sending their names, contact telephone, fax and e-mail address to Banele Malie on e-mail: Banele.malie@sanparks.org on or before 9 March 2017.

5.9 Contact for Due Diligence-related Matters

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

Mr. Banele Malie
Tel: (012) 426-5355
Cell: 078 048 6993
E-mail: banele.malie@sanparks.org

6. PPP AGREEMENT

6.1 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, Banele Malie, South African National Parks, 643 Leyds Street, Muckleneuk, Pretoria, before 11:00 on **28 April 2017** (the “Bid Date”).

7.2 Submissions delivered after 11:00 on 28 April 2017 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 The original of the Bidder Information, in the format given in **Annexure 1A** – Qualification Submissions;

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

8.4.3 The original of the Bidder Information, in the format given in Annexure: **Annexure 2** - Financing and Capital Plan;

8.4.4 The original of the Bidder Information, in the format given in **Annexure 3** – Business, Operational and Design Plan;

8.4.5 The original of the Bidder Information, in the format given in Annexure; **Annexure 4**
– Environmental proposal;

8.4.6 The original of the Bidder Information, in the format given in Annexure; [Annexure 5]
– Risk Matrix;

8.4.7 The original of the Bidder Information, in the format given in; [Annexure 6] – BEE Obligations;

8.4.8 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;

8.4.9 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;

8.4.10 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

8.4.11 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.

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

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

8.5 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 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.

8.6 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 functionality and at least 65% for 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>70%</td>
<td>10%</td>
<td>20%</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 score less than 50% for any area within the functionality. 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 30% as outlined in Table 2: Sub-
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 – 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 40% as 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 Annexure 4 – Environmental proposal.

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 20% as 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.

12.4.2 The Risk Matrix weighting is 10% as outlined in Table 2: Sub-functionality weightings.
weightings.

13. **WEIGHTING TABLE**

<table>
<thead>
<tr>
<th>Finance and Capital Plan</th>
<th>Business Operational and Design plans</th>
<th>Environmental Plan</th>
<th>Risk matrix</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>40%</td>
<td>20%</td>
<td>10%</td>
<td>100%</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 Obligation 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 Executive Management 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 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.

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

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

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>Camp</th>
<th>Bond Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phalaborwa Gate</td>
<td>R 50,000</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. 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>Summary Project Timetable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Action</strong></td>
</tr>
<tr>
<td>Media Publication of opportunities</td>
</tr>
<tr>
<td>Action</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Publication of RFP and Information Memorandum on the SANParks website</td>
</tr>
<tr>
<td>Register interest</td>
</tr>
<tr>
<td>Due diligence site visits</td>
</tr>
<tr>
<td>Bidders Conference</td>
</tr>
<tr>
<td>Submission by Bidders of Comments &amp; Questions on RFP and Agreement</td>
</tr>
<tr>
<td>Distribute Written Answers to Questions</td>
</tr>
<tr>
<td>Final Tender Docs in event of amendments</td>
</tr>
<tr>
<td><strong>Bid Submissions by Private Parties</strong></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**

Banele Malie  
P O Box 787  
PRETORIA, 0001  
643 Leyds Street  
Muckleneuk, Pretoria  
Telephone: (012) 426 5355  
Facsimile: 086 242 3835  
E-mail: banele.malie@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 for:

21.2.1.1 Acquisition and maintenance of Open Safari Vehicles, Catering Equipment, Dining Tables and Chairs, Vehicle for Transporting Equipment and Staff and site area equipment.

21.2.1.2 Acquisition of the guard safety equipment and the game drive equipment (torches, blankets for guests, binoculars etc.) and first aid kit equipment.

21.3 **Qualification Requirements**

21.3.1 The Private Party submitting a bid for this PPP opportunity must have relevant experience that will be evaluated as follows;
21.3.1.1 **Tourism Industry:** the operator must have been in the tourism industry for at least 3 years.

21.3.1.2 **Net Asset Value:** The operator must at least have a net asset value of R 1 million.

21.3.1.3 **Turnover of business:** The turnover for the business should be a minimum of R 2 million per annum.

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. 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 In this Bid Package the Financing and Capital Plan comprises of 30% of the Functionality score with Functionality comprising 70% 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 (weighting 30%)

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

23.2.2.1 Acquisition of open safari vehicles (OSV), catering equipment, dining tables and chairs, vehicle for transporting equipment and staff (weighting 30%)

23.2.2.2 Acquisition of the guard equipment, the game drive equipment and safety (first aid equipment) (weighting 30%)

23.2.3 A recent auditor’s report confirming that all the members of the bidder are solvent and liquid (weighting 10%)

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 spreadsheet 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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</thead>
<tbody>
<tr>
<td>Cash inflows</td>
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<td>Owners’ capital</td>
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<tr>
<td>Loans received</td>
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<td>Grants received</td>
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<td>Cash from sales and other operating revenue</td>
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<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>
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<td>Cash from other sources</td>
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<td>Total cash inflow (A)</td>
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<td>Cash outflows</td>
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<td>Project costs and start-up expenses</td>
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<td>Salaries, wages and staff costs</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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<td>Infrastructure upgrades/Building additions/ internal décor etc.</td>
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<tr>
<td>Replacement of equipment and vehicles</td>
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<td>Total cash outflow (B)</td>
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<tr>
<td>Net cash flow</td>
<td>[A – B] before PPP fees and tax</td>
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</table>

* Adapt for the 10-year term of the PPP
24. **ANNEXURE 3 – BUSINESS, OPERATIONAL AND DESIGN PLAN**

In this PPP opportunity, Business, Operational and Design plan comprises of 40% of the Functionality score with Functionality comprising 70% of the total score;

The following outlines the evaluation criteria that will be used:

24.1 **Background of the Operator (20%)**

24.1.1 Outline the markets that you have focused on whilst in the tourism industry (20%)

24.1.1.1 International (Y\N) – (60%)

24.1.1.2 Domestic (Y\N) – (40%)

Please provide the statistics of the market chosen in percentage (%) for the last 2 years.

24.1.2 Outline your cooking experience for tourists – Catering business (40%)

24.1.2.1 Do you have any of the following; Guest house, Bed and Breakfast, Lodge, Restaurant, catering for tourists and public on a daily basis (Y\N) – (choose one that applies) (20%)

24.1.2.2 Have you catered for picnic groups or adventure groups in remote areas? (with no access to temp staff, challenges related to basic services and logistics, etc.) (Y\N). **If yes, please elaborate.** (20%)

24.1.2.3 Does the meal includes breakfast and supper (Y\N) (20%)

24.1.2.4 Braai options offered to guests (Y\N): **if yes** Please specify the braai options that you offer to guests with specific reference to the nature of the braai setting; (boma braai, self braai, group braai etc). (20%)

24.1.2.5 Please indicate the number of years in the food business? (20%)

24.1.3 Have you taken tourists on a game drive's (Y\N) (40%)

If yes, please indicate the frequency and duration

24.1.3.1 How long were the game drives and were they varied in the routes taken? Please elaborate. (25%)
24.1.3.2 What are the standard game drive times? Are game drive times flexible: i.e., if agreed in advance, can you go out earlier than suggested and stay out later, i.e., not returning for lunch but taking supplies with you? Please elaborate. (25%)

24.1.3.3 Experience in running OSV-game drives in Kruger National Park or any game park in South Africa. (Y\N) If yes, please indicate the number of years. (50%)

24.2 **Operational Plan – (35%)**

24.2.1 **Menu – (40%)**

24.2.1.1 Will the menu suite to the bush braai site? (15%)  
24.2.1.2 Does the menu sufficiently allow for options/tastes? (15%)  
24.2.1.3 Does the menu allow for dietary options, i.e., vegetarian (10%)  
If no, will you adapt if this is required?

24.2.1.4 Will the food presentation to be in line with the bush braai concept – outline concept (10%)

24.2.1.5 Will preparation time of meals to be in line with Restaurant acceptable standards (10%)

24.2.1.6 Does the menu contain at least the following options: (10%)  
- Braai options which includes boerewors, white and red meat  
- Bakery options i.e (Garlic bread, normal bread, dumplings)  
- Dessert, i.e (Malva pudding etc)  
- Pap, sheba  
- Salad  
- Vegetables

24.2.1.7 Does the bush breakfast include the options (eggs, sausages, bacon, viennas and cereal package of cornflakes, muesli fruit breakfast salad, and fresh milk and yoghurt) (10%)

24.2.1.8 Will you provide a selection of coffees, teas and cold beverages including alcohol (licence is required for this purpose) (10%)

24.2.1.9 Do you undertake to have a liquor licence once you commence with operations of the bush braai product. (10%)
24.2.2 **Site Plan – (30%)**

24.2.2.1 Submit a site layout plan with reference to at least the following; Dining section, Food preparation section, Drink \\beverage section, Fire pits locations, Envirooo loo section and Vehicle parking section (80%)

24.2.2.2 Outline initiatives to cater for people with disabilities i.e. (wheel chairs, blinds, deaf, walk in crutches etc.) (20%)

24.2.3 **D\écor Plans – (30%)**

24.2.3.1 Outline plans to make the site attractive and to adapt décor to compliment the bush braai Site (100%)

24.3 **Market Reach and Turnover Plans (10%)**

24.3.1 Outline strategies to attract international and domestic visitors to the Bush Braai Product (70%)

24.3.2 Outline Initiatives of optimizing turnover (complement products) – biltong, nuts, storytelling, Telescope adventures - movable etc.) (30%)

24.4 **Logistical Plans (10%)**

Operator must outline logistical plans of the following;

24.4.1 **Catering:** logistical plans from the business store warehouse - to the Park’s bush site area, which involves (Food, Drinks and Equipment etc.) (30%)

24.4.2 **Staff\Employees:** outline timetable schedules for the transport of staff from the store warehouse to the Park’s bush site and their return. (30%)

24.4.3 **Guests\Tourists:** interlink of the guests’ bookings, guests’ pick-ups, drives, bush breakfast\braai, return plan and timetable schedule. (40%)

24.5 **Regulations and Qualifications (10%)**

The Private Party should demonstrate the following;
24.5.1 Commitment to comply with the South African Tourism Association regulations (SATSA). (30%)

24.5.2 Provide a trained and skilled Guide with the following qualifications: (40%)

24.5.2.1 Cathsseta qualification TGSP02 Level 2 nature site guiding; (25%)

24.5.2.2 First Aid level 1 certificate; (25%)

24.5.2.3 Valid driver’s license for vehicle being used; (25%)

24.5.2.4 Valid Professional Drivers Permit (PDP). (25%)

24.5.3 Provide a trained and skilled Guard with the following qualifications; (30%)

24.5.3.1 Field Ranger Skills Program (NQF level 2) and Rifle handling at National Qualification Framework. (100%)

24.6 Road Safety initiatives (10%)

Due to the risk and dangerous nature of National Parks especially with wild and aggressive animals, the operator must outline the following;

24.6.1 Road Assistance Plans and resources of action while inside the Park (60%)

24.6.2 Emergency Response Plans and resource of action (30%)

24.6.3 Other safety initiatives (10%)

24.7 Maintenance schedule (2.5%)

24.7.1 The Private Party will submit a detailed preventative maintenance plan for the bush site and other assets used for the purpose of the bush braai product over the contract period (8 years). The objective of the maintenance schedule is to clearly show that the site will be handed back to SANParks in the same or better state than when received from SANParks.(100%)

24.8 Existing processes (2.5 %)

24.8.1 The Private party undertakes to compile and submit Standard Operation Procedures
(SOP) for the operation of the bush braai product (80%)

24.8.2 Please provide training plans of staff that shall be employed for the operations and duration of the bush braai product (20%)
25. **ANNEXURE 4 – ENVIRONMENTAL PROPOSAL**

In all Bid Packages the Environmental Plan comprises of 20% of the Functionality score with Functionality comprising 70% of the total score.

25.1 **Environmental responsibility (10%)**

25.1.1 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. (30%)

25.1.2 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. (40%)

25.1.3 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. (30%)

25.2 **Regulatory Provisions (10%)**

25.2.1 The Private Party undertakes to adhere to the Regulatory Provisions and the Environmental Specifications. (20%)

25.2.2 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. (20%)

25.2.3 The Private Party undertakes to comply at all times with the provisions of the Environmental Guidelines. (20%)
25.2.4 The Private Party acknowledges that the terms and conditions set forth in the Environmental Guidelines are subject to amendment. (20%)

25.2.5 The Private Party undertakes to comply with amended Environmental Guidelines. (20%)

25.3 **Environmental impact (5%)**

25.3.1 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 and the Protected Area. (100%)

25.4 **Code of Conduct (5%)**

25.4.1 The Private Party undertakes to induct all staff employed on the Kruger National Parks’ Code of Conduct. (60%)

25.4.2 The Private Party confirms that the Code of Conduct is understood and will be complied with. (40%)

25.5 **Kruger National Park Hot Work Permit (5%)**

25.5.1 The Private Party undertakes to comply with the conditions as set out in the Kruger National Park Hot Work Permit. (100%)

25.6 **Waste Management (10%)**

25.6.1 The operator shall provide vermin proof bins on site and ensure that the bins are securely anchored. (30%)

25.6.2 The operator will ensure that bins are provided with liners to aid waste removal. (30%)

25.6.3 The operator will have waste separation procedures in place to guide the following; (40%)
25.6.3.1 Removal of solid waste (tins, bottles, bags, plastics etc.) from the site immediately after the site was used (within 8 hours). (25%)

25.6.3.2 Removal of all fly ash from the fire pit and the braai stands. (25%)

25.6.3.3 Provide a secure rust free ash bin on site that shall be emptied at a suitable site when it is full. (25%)

25.6.3.4 Ensure that the site is free from any litter by conducting follow up daytime visit to clean up the site. (25%)

25.7 **Noise pollution (5%)**

25.7.1 The operator will ensure that there is no amplified music on the site. The use of radios, players, televisions sets is prohibited. Exception is given to the use of security guard radios and Cell phones for work related purposes. (100%)

25.8 **Light pollution (5%)**

25.8.1 No permanent electric lights are allowed on site. (25%)

25.8.2 No lights shall be erected higher than 2 meters. (25%)

25.8.3 All lights will be less than the equivalent of a 40-watt incandescent bulb. (25%)

25.8.4 All paraffin lamps will be of low-pressure flame type. (25%)

25.9 **Site management (10%)**

The Private Party will manage the site in line with the following guidelines;

25.9.1 Operator will put emergency procedures in place for (fire, injury, animals, and floods etc); (20%)

25.9.2 Secure of a storage unit (if available); (20%)

25.9.3 All chairs will be stacked and stored neatly or removed from site after the bush dinner and bush breakfast; or bush breakfast; (20%)
25.9.4 The site will be vacated by all personnel before 10:30pm; (20%) 

25.9.5 The Private Party will ensure that only a maximum number of 30 guests are permitted on site. (20%) 

25.10 **Fire and fire risk management (10%)**

25.10.1 The Private Party **must** ensure that the fire pit is clean and in sound condition. (10%) 

25.10.2 The Private Party must ensure that dry flammable material (vegetation) is removed from the close proximity to the fire. (20%) 

25.10.3 The Private party must ensure that fire protection measures are nearby and easily available. This shall include but not limited to (water, extinguishers, beaters etc. (10%) 

25.10.4 The Private Party will only be allowed to use a removable fire pit that shall not be permanently left on site. (10%) 

25.10.5 A fire cover shall be available and placed over the ashes before departure. (10%) 

25.10.6 Only firewood from a certified and renewable source shall be brought on site. Usage of firewood from the surrounding area is strictly prohibited. (20%) 

25.10.7 Not more than 10 litres of paraffin shall be allowed on site per bush braai. (20%) 

25.11 **Vegetation (5%)**

25.11.1 Damage to trees will be prevented at all times. (25%) 

25.11.2 Scrubs and other small plants shall be protected at all times. (25%) 

25.11.3 Surrounding trees will be free from nails and wires. (25%) 

25.11.4 Plants with a stem diameter (at 100mm above ground) of more than 20mm must not be slashed or damaged. (25%)
25.12 **Health and hygiene (10%)**

25.12.1 The Private Party agrees to empty portable toilets after each use of a bush braai. (25%)

25.12.2 The Private Party agrees to empty toilets into a suitable and functioning sewage system. (25%)

25.12.3 The Private Party agrees to keep toilets in a clean state and supply toilet paper. (25%)

25.12.4 Hand Wash Basin (or bowl) with biodegradable soap and a hand towel. (25%)

25.13 **Site security and safety (10%)**

25.13.1 The Private Party to give an undertaking to have the guide and guard trained in first aid and in possession of a valid first aid certificate on duty during normal operational hours. (20%)

25.13.2 The total number of game guards to persons (catering, guides and clients) will not exceed a ration 1:15 & 2:30. (20%)

25.13.3 Provide a trained and skilled Guide with the required qualifications; (10%)

25.13.4 The Game guards will ensure that a serviceable torch, a firearm\rifle in sound condition is kept on site all times. (10%)

25.13.5 The Private Party undertakes to equip Guides\Guards on site and drive with first aid kits, a serviceable torch, and rifle\firearm in sound condition. (10%)

25.13.6 The Private Party undertakes to educate guests of dangers and emergency procedures and ensure that parents\guardians of children between 2 and 6 years old have been formally briefed before arriving on site. (10%)

25.13.7 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. (20%)
### ANNEXURE 5 – RISK MATRIX

26.1 In all Bid Packages the Risk Matrix (outlining risk share between the Private Party and SANParks) comprises of 10% of the Functionality score with Functionality comprising 70% 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>
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<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>
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<tr>
<td>Utilities</td>
<td>Utilities may not be fully available or may cause delays</td>
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<tr>
<td>Access to site</td>
<td>Access to site because of flooding might prove a challenge for the operation of the business</td>
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<tr>
<td>Food poisoning</td>
<td>Guests\Tourists may experience food poisoning for one reason or the other</td>
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<tr>
<td>Maintenance</td>
<td>The costs of maintenance to required standards may vary from projections or maintenance may not be carried out</td>
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<tr>
<td>Operations</td>
<td>Any factors (other than force majeure) that may impact on operations.</td>
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<tr>
<td>Protection of Structures on site</td>
<td>Animals Activity may cause damage to structures erected on sights e.g. Enviroo toilet, storage</td>
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<td></td>
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<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>
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<tr>
<td>Veld Fire</td>
<td>Veld fire that may be caused by the operation of the business.</td>
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<td>Market, demand,</td>
<td>The demand for the product may be less than projected.</td>
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<td>volume</td>
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<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>
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<tr>
<td>Force majeure</td>
<td>Unexpected events beyond either party’s control</td>
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<tr>
<td>Insurance risks</td>
<td>Loss of income caused by extreme events such as drought, fire or flooding</td>
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<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>
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</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 entitked 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:

27.2.1.1  the right to participate in the voting rights in that enterprise;
27.2.1.2  the right to receive unencumbered economic interest (such as dividends) flowing to the shareholders of that enterprise; and
27.2.1.3  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;
27.2.1.4  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;

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

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

27.2.17  "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;
27.2.18 "Enterprise Development" may take a variety of forms, including:

27.2.18.1 direct investment in Black Owned and Black Empowered SMMEs;

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

27.2.18.3 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

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

27.2.19 "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;

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

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

27.2.22 "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;

27.2.23 "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;

27.2.24 "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;
27.2.25 “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;

27.2.26 “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;

27.2.27 "Supervisory" refers to the junior management and professional staff;

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

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

27.2.30 "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 2014 Milestones and Targets

27.3.1 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>Indicator to measure BEE achievement</th>
<th>2014 Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ownership</td>
<td>20%</td>
<td>Percentage share of economic benefits as reflected by direct shareholding by black people</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>13%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7.0%</td>
<td>Local Community trust ownership</td>
<td>10%</td>
</tr>
<tr>
<td>Strategic representation</td>
<td>12%</td>
<td>Black people as a percentage of board of directors</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>2.5%</td>
<td></td>
<td></td>
</tr>
<tr>
<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>2.0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicator</td>
<td>Weighting</td>
<td>Sub-weighting</td>
<td>Indicators to measure BEE achievement</td>
</tr>
<tr>
<td>-------------------------------</td>
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<td>---------------------------------------------------------------------------</td>
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<tr>
<td></td>
<td>A</td>
<td>B</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>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of management</td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of management</td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black people as a percentage of supervisors, junior and skilled employees</td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of supervisors, junior and skilled employees</td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of supervisors, junior and skilled employees</td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black people as a percentage of total staff</td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as a percentage of total staff</td>
</tr>
<tr>
<td></td>
<td>2.0%</td>
<td></td>
<td>Local people as a percentage of total staff</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>
</tr>
<tr>
<td></td>
<td></td>
<td>4.5%</td>
<td>Percentage of skills development spend on all black employees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.5%</td>
<td>Number of learnerships as a percentage of total employees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.5%</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>
<td>Spend on BEE compliant companies as a percentage of total procurement spend</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.0%</td>
<td>Spend on local BEE compliant companies as a percentage of total procurement spend</td>
</tr>
</tbody>
</table>
### Indicators to measure BEE achievement

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Weighting</th>
<th>Sub-weighting</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise development</td>
<td>10%</td>
<td>5.0%</td>
<td></td>
<td></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>
</tr>
<tr>
<td></td>
<td></td>
<td>5.0%</td>
<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>
<tr>
<td>Social development and industry specific</td>
<td>10%</td>
<td>6.0%</td>
<td></td>
<td></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>
</tr>
<tr>
<td></td>
<td></td>
<td>1.0%</td>
<td></td>
<td></td>
<td>Percentage of new recruits with no prior work experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.0%</td>
<td></td>
<td></td>
<td>Status of TOMSA levy collector</td>
</tr>
<tr>
<td><strong>Total points</strong></td>
<td><strong>100</strong></td>
<td><strong>100</strong></td>
<td></td>
<td></td>
<td><strong>Yes</strong></td>
</tr>
</tbody>
</table>

### Milestones and Targets Going Forward

27.4.1 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.

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.

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>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>10%</td>
<td>13</td>
<td>6.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7.0% Local Community</td>
<td></td>
<td>10%</td>
<td>10%</td>
<td>7</td>
<td>7</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></td>
<td>Target</td>
<td>Achieved</td>
<td>A</td>
<td></td>
<td></td>
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<tr>
<td>trust ownership</td>
<td></td>
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<td></td>
<td></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>10%</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 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>2.0</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>1.0</td>
<td></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>12.5%</td>
<td>1.0</td>
<td></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>12.5%</td>
<td>2.0</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>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.0%</td>
<td></td>
<td>Black women as</td>
<td>35%</td>
<td>35%</td>
<td>1.0</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>A</td>
<td>B</td>
<td>C</td>
<td>Score if target is met</td>
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<td></td>
<td></td>
<td></td>
<td>a percentage of supervisors, junior and skilled employees</td>
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<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>45%</td>
<td></td>
<td>2</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>25%</td>
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<td>1</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>20%</td>
<td></td>
<td>1</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>30%</td>
<td></td>
<td>2</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>3%</td>
<td></td>
<td>4.5</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>75%</td>
<td></td>
<td>4.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.5%</td>
<td></td>
<td>Number of learnerships as a</td>
<td>2%</td>
<td>1%</td>
<td></td>
<td>4.5</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>
<td></td>
<td></td>
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<td>-------------------------------</td>
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<tr>
<td></td>
<td>A</td>
<td>B</td>
<td></td>
<td>Target</td>
<td>Achieved</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percentage of total employees</td>
<td>4.5%</td>
<td></td>
<td>Number of black learners as a percentage of total learners</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>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>
</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></td>
<td></td>
</tr>
<tr>
<td>A B</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% 1%</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social development and industry specific</td>
<td>10% 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% 1%</td>
<td>6</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.0%</td>
<td>Percentage of new recruits with no prior work experience</td>
<td>10% 5%</td>
<td>1</td>
<td>0.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0%</td>
<td>Status of TOMSA levy collector</td>
<td>Yes Yes</td>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Indicators to measure BEE achievement

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Weighting</th>
<th>Sub-weighting</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>Total BEE points</td>
<td>100</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td>100</td>
<td>76.955</td>
</tr>
</tbody>
</table>

| Total BEE points | 100 | 100 | | | | 100 | 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>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</td>
<td>Phalaborwa Gate</td>
<td>R 10,000</td>
<td>R 120,000</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

[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><strong>PPP fee due</strong></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: _______________________
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, under the link Special Interest Groups and Tenders in due course.
30. **ANNEXURE 9 – BID COVER SHEETS**

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

<table>
<thead>
<tr>
<th>Bid for the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid package _____ being the _____________________ Bush Braai Opportunity in the Phalaborwa Gate of the Kruger National Park</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ENVELOPE 1: TECHNICAL BID</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of bidder:</td>
</tr>
<tr>
<td>Postal address:</td>
</tr>
<tr>
<td>Street address:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Cell phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Contact person:</td>
</tr>
<tr>
<td>Email address:</td>
</tr>
<tr>
<td>Signature of bidder:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Capacity under which bid is signed:</td>
</tr>
</tbody>
</table>

*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 _____________________ Bush Braai Opportunity in the Phalaborwa Gate of 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 ________________ Bush Braai in the Phalaborwa Gate of the Kruger National Park;

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

**Bid package 1 Phalaborwa Gate:**  R 50,000

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____________________________