REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS ISSUED BY SOUTH AFRICAN NATIONAL PARKS IN RESPECT OF THE MANAGEMENT OF THE FOOD AND BEVERAGE FACILITY AT THE SKUKUZA SAFARI LODGE 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 Food and Beverage Facility at the Skukuza Safari Lodge 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 Private 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 opportunity presented herein and in deciding whether to submit a proposal in connection with the opportunity. However, this RFP is not intended to serve as the basis for an investment decision on the opportunity, and each recipient is expected to make such independent investigation and to obtain such independent advice, as he or she may deem necessary for such a decision.

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

August 2019
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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. However, the opportunities for which proposals are requested will be concluded through a Management Agreement and not on the basis of a PPP. SANParks is looking to source an operator for the Food and Beverage Facility at the Skukuza Safari Lodge in the Kruger National Park.

1.2 It is intended that by SANParks entering into a Management Agreement with a Private Party, SANParks will be able to focus on its core activity of conservation. It is intended that the Private Party will manage the facility in accordance with environmental standards. In keeping with SANParks’ objectives, particular attention will be paid to the implementation of Broad-Based Black Economic Empowerment ("BBBEE"), 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.

1.3 Value-for-Money Objectives

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

1.3.1 Tourism promotion through professional service rendered to guests visiting National Parks;

1.3.2 Loss minimisation and savings on operations if run internally;

1.3.3 BBBEE Job Creation, and Socio Economic benefits for the local communities; and
1.3.4 BBBEE Biodiversity protection and conservation.

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 5 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 Management 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.

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 Qualification 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.

3.4 Private Parties will also be required to provide information on ownership of the entities of which the Private Parties are comprised, together with organograms reflecting the ownership proportions.

3.5 When preparing submissions on the identity of the bidders, Private Parties are required to structure their submissions following the format:

3.5.1 Submit to SANParks the information set out in SECTION 1A – Qualification Submissions in relation to the Qualification Criteria; and

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

3.6 SANParks reserves the right to request, at any time, additional information or documentation from Bidders.
4. **A DESCRIPTION OF THE FOOD AND BEVERAGE FACILITY AT THE SKUKUZA SAFARI LODGE IN THE KRUGER NATIONAL PARK**

The Management of the Food and Beverage Facility at the Skukuza Safari Lodge opportunity available to Private Parties is discussed in detail in the Information Memorandum provided to Private Parties. Herewith summarised as follows:

4.1 **Introduction**

SANParks has developed the Skukuza Safari Lodge adjacent to the Conference Facility in the Kruger National Park. The Design is based on the following:

4.1.1 A 3-star facility offering 4-star service and price;

4.1.2 128 keys (256 bed) with a combination of 8 luxury suites, standard rooms and family rooms including universal access rooms;

4.1.3 Staff accommodation facilities in Skukuza only for essential staff, majority of staff will stay outside of the Park.

4.1.4 Green building initiatives to ensure the greenest lodge possible within the framework of international best practice; and

4.1.5 Community beneficiation through economic opportunities in the construction and operation of the lodge.

4.2 **Opportunity**

4.2.1 SANParks requires a Private Party to manage the Food and Beverage Facility at the Skukuza Safari Lodge. The Food and Beverage Facility includes the Conference Catering required at the Nombolo Mdluli Conference Centre. The opportunity will be for a 2-year term.

4.2.2 The appointed Private will have exclusive rights to operate and manage the Food and Beverage Facility.
4.2.3 No room service is envisaged.

4.3 Underlying Principles

The following underlying principles need to be taken into consideration:

- Skukuza Safari Lodge and the adjacent Conference Centre are designed to operate as one business entity. It is managed independently from other services and products of the camp.

- Rooms are loosely based on a 4-star standard, but graded as 3-star.

- The lodge complies with all the relevant Universal Access legal requirements.

- Green principles have been applied in the construction process and the Operator is expected to apply green principles in the Management of the Food and Beverage Facility.

- Minimising noise is important in the Kruger National Park. The Private Party is responsible for controlling noise levels on the property.

- The Private Party shall ensure that condiments sachets, paper serviettes, butter tubs/pads, straws and any packaging that may pollute the environment is not used at Skukuza Safari Lodge or Nombolo Mdluli Conference Centre.

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Tender process Information

5. BID TIMETABLE

The Tender shall take place in accordance with the timetable set out in this Article 5. 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 5 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>
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<tbody>
<tr>
<td>Action</td>
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<table>
<thead>
<tr>
<th>Action</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Advertisements for the Management of Skukuza Safari Lodge</td>
<td>18 August 2019</td>
</tr>
<tr>
<td>Provide Information Memorandum and RFP to Operators</td>
<td>18 August 2019</td>
</tr>
<tr>
<td>Registration for Due Diligence Site Visit</td>
<td>28 August 2019</td>
</tr>
<tr>
<td>Due Diligence Site Visits &amp; Bidders Conference</td>
<td>3-4 September 2019</td>
</tr>
<tr>
<td>Provide Management Agreement to Interested Operators</td>
<td>6 September 2019</td>
</tr>
<tr>
<td>Receive Operators Questions</td>
<td>6 September 2019</td>
</tr>
<tr>
<td>Facilitate and distribute minutes of Conference Qs and As</td>
<td>13 September 2019</td>
</tr>
<tr>
<td>Tender Submissions</td>
<td>11 October 2019</td>
</tr>
<tr>
<td>Bid Evaluation of Bids received</td>
<td>14 October 2019</td>
</tr>
<tr>
<td>Special Bid Adjudication</td>
<td>16 October 2019</td>
</tr>
</tbody>
</table>

6. SITE VISITS, DUE DILIGENCE AND BIDDERS CONFERENCE

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

6.2 A site visit will be arranged together with a Bidders Conference during which the bidders will have the opportunity to ask questions. The site visit and Bidders Conference will be scheduled for 3-4 September 2019 at the Nombolo Mdluli Conference Centre.
6.3 For this purpose, all Private Parties are required to register for this site visit by sending their Names, Company, Contact telephone and e-mail, latest 28 August 2019 to:

Mr Ibraheem Dockrat
E-mail:Ibraheem.dockrat@sanparks.org

6.4 The site visit will inform Bidders of possible challenges and opportunities that may or may not have an impact on the feasibility studies conducted by Bidders and will further serve to ensure the accuracy of viabilities conducted for the opportunity.

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

6.6 Each Bidder shall be solely responsible for its own due diligence investigation of the investment opportunities, the proposed Management 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 opportunities, except for the representations and warranties of SANParks that will be set out in the Management Agreement.

6.7 No verbal agreement or conversation with, nor any verbal clarification from, any officer or employee of SANParks or any of their advisers shall affect or modify any of the terms and conditions contained in this RFP. Only written amendments, supplements or clarifications to this RFP from duly authorised Staff of SANParks, circulated to each Bidder, should be relied upon as authorised. For the purposes of this Article 6.7, communications sent from duly authorised staff of SANParks to Bidders via electronic mail shall be deemed as communications in writing.

6.8 Contact for Due Diligence-related Matters

6.8.1 The principal contact in SANParks for all matters relating to the Due Diligence process will be:
7. CONTENTS OF BID SUBMISSIONS

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

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

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

7.3.1 The Bidder Information inclusive of a tax clearance certificate, in the format given in SECTION 1A – Qualification Submissions and SECTION 1B – Information on Bidders;

7.3.2 The Business, Operational and Design plan, in the format given in SECTION 2 – Business, Operational and Design Plan;

7.3.3 The Environmental Proposal, in the format given in SECTION 3 – Environmental Proposal;

7.3.4 The Green Operational Plan, in the format given in SECTION 4 – Green Operations Strategy

7.3.5 A signed version of the Management Agreements with each page initialled by the duly authorised representative as outlined in 5 – Management Agreement;
7.3.6 An electronic copy containing Sections 1 to 5 (clearly marked) of the bid submission should be submitted on USB.

7.4 The **second envelope** shall be clearly marked “BBBEE and Financial” on the outside and will only be opened and evaluated if the minimum threshold for functionality is met. The contents of this Envelope shall be as outlined in SECTION 6 – BBBEE and SECTION 7 – Management Fee Percentage. Please note that SANParks reserves the right to disqualify any bidder who does not submit a valid BBBEE certificate or valid affidavit and whose PPP fee offer is not in the specified format. **Please note that Management fee tranches is not permitted.**

8. **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 SECTION 8 - ACCEPTABLE WORDING OF BID AND DEVELOPMENT BOND**

To: South African National Parks

[Name of Operator] (“the Operator”) is to submit to SANParks a bid to enter into Management agreement with SANParks for the purpose of the development and operation of the Malelane Hotel Development in the Kruger National Park;

And you require the Operator to include in the bid a bid bond for the amount of R100,000 (Hundred Thousand Rand);

And we have agreed to give you such a bid bond.

We hereby irrevocably and unconditionally undertake to pay you, upon your first written demand and without objection or argument, the sum of R100,000 (Hundred Thousand Rand), upon any or all of the following occurrences:

- any material misrepresentation made by the Operator 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;
- failure by the preferred Operator to furnish the required performance bond under the Management agreement in accordance with the provisions of the Management agreement.
This bid bond shall be valid until operation commences which should not be more than 3 months after the signature date.

This bid bond shall be governed by the laws of the Republic of South Africa.

SIGNATURE AND SEAL

Name of bank_________________

Address_________________

Date_________________
9. **SECTION 9 - BID COVER SHEETS ATTACHED TO THE FRONT OF EACH ENVELOPE. THE BID PACKAGE FOR WHICH THE BID IS SUBMITTED SHOULD BE CLEARLY MARKED ON THE BID COVER LETTER.**

9.1 All information provided in the bid must be valid for 120 business days from the Bid Date.

9.2 Submitting a bid implies that the Private Party knows and understands all the terms and conditions set out in this RFP and under the applicable laws of the Republic of South Africa, and that the Private Party accepts these terms and conditions.

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

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

10.2 The Technical Envelopes (Envelopes 1) will be opened by the SANParks’ project officer.

10.3 Technical Offers will be evaluated and scored according to the procedure set out in Articles 11 to 13 below.

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, BBBEE and the Management Fee Offer.

11.1.2 Envelope 1 is for the Functionality and is opened first. Bidders must score at least 70% for functionality.

11.1.3 Envelope 2 contains the Bidders BBBEE rating and the Management Fee Offer and will only be opened and evaluated if the minimum thresholds in
Article 11.1.2 are met.

11.1.4 The Preferential Procurement Policy Framework Act, 2001 (PPPFA) amended in 2017 will apply with an 80/20 split between the Management Fee Offer and BBBEE respectively.

11.1.5 The following table outlines the final score weightings to be applied to information contained in envelope 2:

<table>
<thead>
<tr>
<th>Management fee</th>
<th>BEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>80%</td>
<td>20%</td>
</tr>
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</table>

Table 1: PPPFA score split

11.1.6 SANParks will score the bidder’s BBBEE based on the companies BBBEE Recognition Levels as detailed in SECTION 6 – BBBEE LEVEL

11.1.7 The Bidder that bids the lowest Management Fee will score the highest with the other bidders scoring a pro rata score to the lowest Management Fee.

12. **SCORING FOR FUNCTIONALITY**

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

12.1 **Business, Operational and Design plan (weighting 60%)**

12.1.1 A bidder is expected to provide a business, operational and design plan in line with the requirements set out in SECTION 2 – Business, Operational and Design Plan.

12.1.2 The purpose of the evaluation of the business and operational 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 **Environmental plan (weighting 20%)**

12.2.1 SANParks shall review and evaluate the environmental plans submitted by bidders in accordance with the specifications and information given in the Sections.

12.2.2 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 **Green Operations Plan (20%)**

The purpose of the evaluation of the green operating plan is to ensure that the Private Party understand the green operating issues that apply to the Skukuza Safari Lodge Food and Beverage Facility.

12.4 **Management Agreement**

12.4.1 A signed up version of the draft Management Agreement should be included as part of Envelope 1. Omission of this could result in disqualification.

12.4.2 SANParks reserves the right to modify or otherwise amend, supplement or clarify the Management Agreement at any time. SANParks shall not incur any liability whatsoever in exercising any rights in this Article 12.4.2 or otherwise granted in this RFP, Management Agreement or available under the laws of the Republic of South Africa.

13. **BID DATE**

13.1 Hard copies of the bid must be submitted to the Project Officer, Ibraheem Dockrat, South African National Parks, 643 Leyds Street, Muckleneuk, Pretoria, before 12:00 on 11 October 2019 (the “Bid Date”).
13.2 Submissions delivered after 12:00 on 11 October 2019 shall be regarded as invalid, and returned to the Bidder unopened.

14. INCOMPLETE BIDS

14.1 The bid evaluation committee will check Envelope 1 of each bid to see whether all the documentation that this RFP requires has been submitted correctly.

14.2 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.

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

14.4 SANParks shall not 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.

15. THE FINAL SCORE

15.1 SANParks retains the right not to award the Bid.

15.2 The final score for Private Parties who achieved the minimum threshold of 70% for functionality will be as follows:

15.2.1 BBBEE - 20% of the overall bid score (The provisions of the Preferential Procurement Policy Framework Act, 2000 (“PPPFA”) Preferential Procurement Regulations 2017 apply).

15.2.2 The Management Fee Offers – 80% of the overall bid score.

15.3 SANParks shall calculate the scores of each bid to calculate an overall bid score.
15.4 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.

15.5 Final Scores will be subject to approval by the Bid Adjudication Committee of SANParks.

15.6 During evaluation of the PPP Fee Offer and B-BBEE, the following objective criteria will be applied, which may result in the contract being awarded to a Bidder that did not score the highest points, as per Section 11 of the Preferential Procurement Regulations 2017 and in accordance with Section 2(1)(f) of the Preferential Procurement Policy Framework Act:

15.6.1 To broaden participation in PPPs, SANParks will give preference to Bidders that have less than five PPP contracts with SANParks.

16. SIGNATURE AND EFFECTIVENESS OF THE MANAGEMENT AGREEMENT

16.1 The Management Agreement of the Preferred Bidder will be signed by both parties following the necessary approvals and will become the Signature Date of the Agreement.

16.2 The Management Agreement becomes legally binding and enforceable from the Signature Date.

17. FURTHER INFORMATION

17.1 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

Ibraheem Dockrat

P O Box 787

PRETORIA, 0001
643 Leyds Street

Muckleneuk, Pretoria

Telephone: (012) 426 5138

E-mail: ibraheem.dockrat@sanparks.org

17.2 All responses to enquiries may be circulated to other Private Parties. No other communication with SANParks in respect of the RFP will be permitted.
18. SECTION 1A – QUALIFICATION SUBMISSIONS

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

18.1   Financial Requirements

18.1.1 The Submitting Company shall submit audited financial statements corresponding to the previous financial year;

18.1.2 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.

18.1.3 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.

18.2   Financial capacity

18.2.1 The Submitting Company must have a Net Asset value exceeding R1,000,000 (One million Rand).

18.3   Experience (The technical partner shall have a minimum of 30% equity)

18.4 Number of functional outlets: The operator must have experience of outsourced service contracts at a minimum of 3 hotels including Full Service Kitchen and Bakery, Buffet, ala Carte, Conference and Beverage service.

18.5 Existence: The restaurants operated should be in existence for at least 5 (five) year;
18.6 **Turnover of restaurants:** Combined turnover of the 3 (three restaurants) should not be less than R 5,000,000 (R5 million) per annum.

18.7 **BBBEE**

18.7.1 At least 51% of total measured procurement spend must be from black South African Suppliers within a 150km radius of the Skukuza Safari Lodge.
19.  **SECTION 1B – INFORMATION ON BIDDERS**

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

19.1  **Special purpose vehicle constitutional information**

The following must be specified:

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

19.1.2  Directors/Partners/Trustees and their responsibilities.

19.1.3  Place of registration.

19.1.4  Registration number.

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

19.2  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 Operator;

19.3  An original signed version of the final Management Agreement including all the relevant sections the Bid Submission to be included in the Management Agreement, with each page initialled by the duly authorised representative; and

19.4  An original Bid Bond from a reputable bank in a form substantially similar to that set out in Section 8 - Acceptable wording of bid and development bond.
20. SECTION 2 – BUSINESS, OPERATIONAL AND DESIGN PLAN

In all Bid Packages the Business, Operational and Design plan comprises of 60% of the Functionality score.

Bidders should provide the following information, with back-up evidence where possible.

20.1 Background of Bidding Company

20.1.1 Rationale

20.1.1.1 The bidder’s objectives, the company, the concept and product and service offered

20.1.2 Current Operations

20.1.2.1 Size and number of current operations i.e. Number of Seats/Current Turnover

20.1.2.2 Type of operation and similarity to the PPP opportunity

20.1.3 Track Record

20.1.3.1 The bidder’s track record on and knowledge of existing products or activities offered in the tourism industry

20.1.3.2 Memberships and registrations (list any awards, accolades or ratings)

20.1.4 Operating standards

20.1.4.1 Current operating standards, including an outline of any operations and procedures manuals

20.1.5 Management/Employees

20.1.5.1 Current company structure with specific reference to the expertise required for the relevant PPP Opportunity

20.1.5.2 Number of personnel working in the hospitality industry and their qualifications

20.1.5.3 Where skills and experience are lacking, outline the strategy to in
source these skills

20.2 **Operational Vision, Plan and Service Standards**

20.2.1 **Operating Standards**

20.2.1.1 Proposed Operating Standards for the Skukuza Safari Lodge with focus on practicality of the operations and procedures.

20.2.2 **Hygiene/Service Standards**

20.2.2.1 Detail description of how hygiene and service standards will be maintained.

20.2.3 **Proposed organisational and staffing structures, including**

20.2.3.1 Management policies

20.2.3.2 Involvement of Land Claimants

20.2.3.3 Measures to transfer knowledge and expertise / training

20.2.4 **Menu**

20.2.4.1 Food Philosophy – fresh/local/seasonal

20.2.4.2 Variety – vegetarian/non vegetarian, choice of meats, choice of courses, Health Options, Halaal, Vegan etc.

20.2.4.3 Ambience and atmosphere

20.2.4.4 Wine List, Cultivar selection

20.2.4.5 Beverage Service

20.2.4.6 Awareness and management of food allergies

20.2.4.7 Menu development & costing (portion control)/Menu to be designed in conjunction with Food and Beverage Manager and Head Chef

20.2.4.8 Food and beverage cost of sales

20.2.5 **Customer Service**

20.2.5.1 Guest feedback mechanism

20.2.5.2 Guest complaints procedure
20.2.5.3 Telephone Ethics
20.2.5.4 Reservation/ Booking Policy
20.2.5.5 Group and Conference Procedures & Policy

20.2.6 Proposed Health & Safety
20.2.6.1 Hygiene Policies
20.2.6.2 Operational Procedure
20.2.6.3 Cleaning procedures
20.2.6.4 IT Operating Systems

20.2.7 Stock Control
20.2.7.1 Stock storage and rotation procedures
20.2.7.2 Stock control/ receiving/quality control measures

20.3 Institutional Depth to sell the Product

20.3.1 Understanding of the market for PPP Opportunity
20.3.1.1 Market surveys
20.3.1.2 Differentiation
20.3.1.3 Target Market (geographical, income, nature of activity, etc.)
20.3.1.4 Product branding plans
20.3.1.5 Pricing Range
20.3.1.6 Revenue growth strategy
20.3.1.7 Competitive analysis
20.3.1.8 Ongoing market evaluation

20.3.2 Understanding of the Game Lodge Environment
20.3.2.1 None standard operating hours
20.3.2.2 Packed meals

20.4 Undertaking of Private Party
The Private Party acknowledges that it undertakes to:

- Co-operate with SANParks in general and fit the property into both the SANParks brand
- Accept the limitations of operating conditions and rules and regulations that prevail in Kruger National Park.
- Operate according to location in a National Park and attendant restrictions.
- Manage operating stock and replacement orders (attic) via the procurement officer in conjunction with the Financial Manager.
- Learn how the equipment works as well as service maintenance schedules and contracts.
- Be responsible for the care of the capital equipment.
- Agree to be serviced by equipment suppliers where appropriate.
- Manage the Food and Beverage Cost to agreed standards.
- Produce and maintain Standard Operating Procedures specific to Skukuza Safari Lodge.
- Create menu planning and vary according to availability of local produce.
- Produce a 4-star buffet, small quantities, regularly replenished, no industrial catering.
- Have the capacity to manage the Conference Centre and Banquets. Contract staff and caterers if business demands.
- Manage other tasks from time to time as required by the General Manager.
21. **SECTION 3 – ENVIRONMENTAL PROPOSAL**

The Environmental Plan comprises of 20% of the Functionality score.

Items to address in Development and Environmental Proposals.

21.1 **Legislative Requirements**

21.1.1 Confirmation that all legislative requirements are understood and will be complied with.

21.1.2 Acknowledgement that Development and Environment Proposals lacking sufficient detail may be disqualified.

21.2 **SANParks Requirements**

21.2.1 Acknowledgement that the Operator must comply at all times with SANParks Environmental Guidelines as they may change from time to time.

21.2.2 Acknowledgement that the Operator will comply with the accreditation in terms of the National Standard for Responsible Tourism, once complete as well as any other applicable Responsible Tourism Standards as stipulated in the Information Memorandum.

21.2.3 Acknowledgment that the Operator will adhere to the Standard Operating Policies as implemented by SANParks from time to time.

21.3 **Code of Conduct**

21.3.1 The Operator confirms that the Code of Conduct is understood and will be complied with.

21.4 **Environmental responsibility:**

21.4.1 The Operator 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 Operators that operate commercial outlets in National Parks.

21.4.2 Undertaking from the Operator to conduct, manage and carry out the Project at all times in environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a proclaimed National Park.

21.4.3 The Operator 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.

21.5 Regulatory Provisions

21.5.1 The Operator undertakes to adhere to the Regulatory Provisions and the Environmental Specifications.

21.5.2 The Operator 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.

21.5.3 The Operator acknowledges that the terms and conditions set forth in the Environmental Guidelines are subject to amendment.

21.5.4 The Operator undertakes to comply with amended Environmental Guidelines.

21.6 Environmental Impact

21.6.1 The Operator undertakes to bring to the attention of SANParks any matter, which may, in its view, have a detrimental impact on the Environment within the Protected Area.
21.6.2 Where fish might be part of the menu, the Operator needs to subscribe to the South African Seafood Initiative (SASSI) and only sell fish with green status or SASSI certified.

21.7 **Solid Waste Management:**

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

21.7.2 The Operator undertakes to achieve Solid Waste Management Best Practices which implies the following:

21.7.2.1 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);

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

21.7.3 The Operator undertakes to include the following policies in the waste management:

21.7.3.1 Green Procurement Policy: This policy defines the procedures that the Operator 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;

21.7.3.2 Hazardous Waste Policy: The Hazardous Waste Policy defines procedures that the Operator 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.

21.7.4 The Operator will follow the following guidelines to minimize the effect of the solid waste on the ecosystem:

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

21.7.4.2 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.
21.7.4.3 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 termination.

21.7.4.4 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.

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

21.7.4.6 Packaging and containers given to visitors must be environmentally friendly, biodegradable and recyclable.

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

21.7.4.8 In terms of packaging the Private Operator undertakes to not use the following in outside seating and eating areas as this pollutes the park:

21.7.4.8.1 Sachets (for sugar, tomato sauce, salt and pepper, etc.);

21.7.4.8.2 Paper serviettes;

21.7.4.8.3 Butter tubs/pads

21.7.4.8.4 Plastic Straws

21.7.4.8.5 Plastic cutlery

21.7.4.9 The Operator must undertake to continuously strive towards eliminating plastic water bottles and single-use plastics in their operations as part of an initiative by the KNP.

21.7.4.10 Ensure that the all areas are kept free of litter by promoting an ethic amongst guests and staff alike and soliciting the co-operation of all staff to pick up litter wherever they find it.

21.8 **Liquid Waste Management:**

21.8.1 Liquid waste refers to sewerage as well as grey water;
21.8.2 The Operator undertakes to manage liquid waste in accordance with national and local legislation requirements;

21.8.3 The Operator undertakes to design management techniques to be both economically viable and environmentally sustainable;

21.8.4 The Operator 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;

21.8.5 The Operator undertakes to maintain the grease taps for:

   21.8.5.1 Pot and Rinse Sinks attached to Dish Washers;
   21.8.5.2 Fixtures or drains through which significant amount of fats, oils or grease may be introduced;
   21.8.5.3 Soup Kettles or similar devices;
   21.8.5.4 All sinks that are used to clean any dishes, pots, pans or cooking utensils.

21.8.6 The Operator undertakes to implement processes and procedures which stipulates the following:

   21.8.6.1 Kitchen staff should inspect and clean grease traps and interceptors at daily and maintain a log sheet of each trap inspection detailing condition of the trap and any maintenance activity;
   21.8.6.2 that grease traps are cleaned daily; and
   21.8.6.3 That waste recovered from the grease traps be removed from the park and disposed of at an authorized facility.

21.9 **Water Management and guidelines:**

21.9.1 The Operator undertakes to implement water conservation measures in the design and implementation of their operations;

21.9.2 The Operator undertakes to:

   21.9.2.1 Monitor the use of water;
   21.9.2.2 Educate staff via on-site notices on the use of water;
21.9.2.3 Set water usage targets (monitored weekly/monthly) and manage these targets

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

21.10 Chemical substances

21.10.1 The Operator (including staff of the Operator) undertakes to not use any of the chemicals that are banned from use in KNP (as determined by any Environmental Manager in National Parks);

21.10.2 The Operator acknowledges that all chemicals listed as “Prohibited” may not be brought into or used in the KNP.

21.10.3 The Operator undertakes to ensure safe storage and disposal of preferred chemicals and their containers;

21.10.4 The Operator undertakes to have a specific disposal system for toxic or other waster regarded as being dangerous under supervision of the Technical Services Department;

21.10.5 The Operator undertakes to only use environmentally friendly and biodegradable detergents and cleaning agents.

21.11 Pest Control

21.11.1 The Operator undertakes to comply with the integrated pest management plan as provided by SANParks;

21.11.2 Where and if required the Operator undertakes to control bats as outlined in the SANParks Bat Management Plan;

21.11.3 The Operator undertakes to make use of preferred pest control chemicals as outlined in the SANParks Pest Control Report.

21.12 Monitoring and Compliance
21.12.1 The Operator 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

21.12.2 The Operator 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 Management Agreement.

21.12.3 The Operator acknowledges and agrees that failure to comply with any of the environmental standards and requirements will result in a fine / penalties being issued to the Operator.

21.13 **Energy use**

21.13.1 The Private Operator undertakes:

21.13.1.1 To measure energy use and continuously aim to implement measures to reduce energy usage until optimal levels are reached;

21.13.1.2 Monitor the use of energy;

21.13.1.3 Educate staff via on-site notices on the use of energy;

21.13.1.4 Set energy usage targets (monitored weekly/monthly) and manage these targets.

21.14 **Monitoring**

21.14.1 Acknowledgement of SANParks’ right to undertake necessary conservation management activities in all of the Project Sites.

21.14.2 Confirmation of willingness to participate in a SANParks-Private Parties forum and to comply with any standards thereby agreed or established.
22. **SECTION 4 – GREEN OPERATIONS STRATEGY**

The Green Operations Strategy comprises of 20% of the Functionality score.

Bidders should provide the following information, with back-up evidence where possible.

22.1 **Green operating principles**

22.1.1 Proposed green procurement policy or protocols

22.1.1.1 The bidder’s proposed green procurement policy

22.1.1.2 The bidder’s proposed green operating protocols

22.1.2 Water and energy reduction strategies

22.1.2.1 Bidders proposed metering programme

22.1.2.2 Bidders proposed water and fossil fuel energy consumption analysis

22.1.2.3 Bidders proposed advanced monitoring and analysis

22.1.2.4 Benchmarking of consumption

22.2 **Waste management**

22.2.1 Solid waste management

22.2.1.1 Re-use protocols

22.2.1.2 Re-cycling protocols

22.2.1.3 Hazardous waste management protocols

22.2.2 Liquid waste management

22.2.2.1 Hazardous liquid waste management protocols

22.2.2.2 Environmental friendly cleaning products protocols

22.2.3 Food waste management

22.2.3.1 Initiatives to reduce food waste to be incinerated
22.2.3.2 Initiatives to reduce food container and packaging
23. **MANAGEMENT AGREEMENT**

The Management 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**.
24. **SECTION 6 – BBBEE LEVEL**

24.1 The current BBBEE level of the Bidder (verified by a reputable BBBEE verification company) should form part of the submission. The bid evaluation committee will allocate points according to the company’s BBBEE recognition level as follows:

<table>
<thead>
<tr>
<th>BBBEE Recognition Level</th>
<th>Score Achieved</th>
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<tbody>
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<td>Level 1</td>
<td>20</td>
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<td>Level 8</td>
<td>2</td>
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<tr>
<td>Non-compliant</td>
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</tbody>
</table>

24.2 The Private Party shall appoint a reputable external verification agency to determine the Private Party’s BEE Recognition Level and a copy of such certificate shall be provided to SANParks within 15 (fifteen days) after the end of each Project Year. The level submitted as part of the tender should be maintained or improved for the duration of the contract.
25. SECTION 7 – MANAGEMENT FEE PERCENTAGE

25.1 Important note to Bidders

25.1.1 Information on the Management Fee Percentage must be contained in Envelope 2 and is not to be submitted in Envelope 1 with the functionality and BBBEE proposals.

25.1.2 Bidders must present the Management Fee Percentage in the form of a letter on the bidder’s letterhead as follows, inserting the bidder’s name:

25.2 Form of Letter

To: South African National Parks

[Name of Operator] hereby requires the following Management Fees payable by SANParks in arrears, a monthly fee equal to:

25.2.1.1 A Base Fee of ________% of Gross Revenue; plus

25.2.1.2 An Incentive Fee of__________ % of EBITDA.

25.2.2 The Base Fee and Incentive Fee shall accrue and be payable by SANParks to the Operator within 30 (thirty) days following the end of each month, free of deduction or set-off.

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: ________________________
26. **SECTION 8 - ACCEPTABLE WORDING OF BID AND DEVELOPMENT BOND**

To: South African National Parks

[Name of Operator] ("the Operator") is to submit to SANParks a bid to enter into Management agreement with SANParks for the purpose of the development and operation of the Malelane Hotel Development in the Kruger National Park;

And you require the Operator to include in the bid a bid bond for the amount of R100,000 (Hundred Thousand Rand);

And we have agreed to give you such a bid bond.

We hereby irrevocably and unconditionally undertake to pay you, upon your first written demand and without objection or argument, the sum of R100,000 (Hundred Thousand Rand), upon any or all of the following occurrences:

- any material misrepresentation made by the Operator 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;
- failure by the preferred Operator to furnish the required performance bond under the Management agreement in accordance with the provisions of the Management agreement.

This bid bond shall be valid until operation commences which should not be more than 3 months after the signature date.

This bid bond shall be governed by the laws of the Republic of South Africa.

**SIGNATURE AND SEAL**

Name of bank_________________

Address_________________

Date_________________
27. SECTION 9 - BID COVER SHEETS

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

Bid for the commercial use of the Food and Beverage Facility at the Skukuza Safari Lodge in the Kruger National Park.

ENVELOPE 1: FUNCTIONALITY

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

Signature of this document means that the Operator accepts the terms and conditions of this bid. Failure by the Operator to sign this form may disqualify the bid.
Bid for the commercial use of the Food and Beverage Facility at the Skukuza Safari Lodge in the Kruger National Park.

**ENVELOPE 2: BBBEE PROPOSAL AND MANAGEMENT FEE OFFER**

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<tbody>
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<td>Street address:</td>
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<tr>
<td>Signature of Operator:</td>
<td></td>
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<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Capacity under which bid is signed:</td>
<td></td>
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</tbody>
</table>

*Signature of this document means that the Operator accepts the terms and conditions of this bid. Failure by the Operator to sign this form may disqualify the bid.*