



REQUEST FOR PROPOSALS

**ISSUED BY SOUTH AFRICAN NATIONAL PARKS
IN RESPECT OF THE SCCOTER TOURS OPERATION IN
THE WILDERNESS SECTION,
GARDEN ROUTE 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 Scooter Tours opportunity in the Wilderness Section of the Garden Route 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 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 2021

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General Information

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, as part of its Strategic Plan for Commercialisation, identified the tourism PPP opportunity of a Scooter Tours Operation in the Wilderness Section of the Garden Route 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 ("**B-BBEE**"), 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 value-for-money objectives for the project are aligned with SANParks' strategic objectives included in the Strategic Plan for Commercialisation. Setting these objectives at the inception phase are vital as they provide the benchmarks for the feasibility and procurement phases. During the management of the PPP agreement, they are used to measure the success of the project. During the execution of the PPP opportunity, the PPP agreement will be used to measure the success of the project.

The Value-for-Money Objectives for the project are:

- Revenue generation for SANParks;
- Job creation;

- B-BBEE;
- Tourism promotion;

2. GENERAL RULES OF THE TENDER

- 2.1 This RFP supersedes all other SANParks communications to Private Party 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. Private Party should only rely on written changes, additions or clarifications from duly authorised staff of SANParks, circulated to each Private Party. E-mail communications from SANParks to Private Party 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 Private Party as provided for in this RFP. SANParks shall not incur any liability whatsoever in exercising any rights in this **Article** Error! Reference source not found. 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 Private Party 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 Private Party 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 Private Party for any such costs, expenses or losses, regardless of the outcome of the Tender.

2.8 The draft PPP Agreements will be included in the Tender Documents. SANParks reserves the right to modify or otherwise amend, supplement or clarify the PPP Agreements at any time. SANParks shall not incur any liability whatsoever in exercising any rights in this Article or otherwise granted in this RFP, PPP Agreements or available under the laws of the Republic of South Africa.

3. IDENTITY OF PRIVATE PARTY

3.1 A Private Party may be a single company or an unincorporated joint venture or a trust. The Private Party 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 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.

3.5 Interested parties must demonstrate their ability to raise debt and equity and to provide security to SANParks' satisfaction.

3.6 When preparing submissions on the identity of the Private Party, Interested Parties are required to structure their submissions in the following format:

3.6.1 submit to SANParks the information set out in Section 1B in relation to the company, unincorporated joint venture or trust and its shareholders, partners of beneficiaries; and

- 3.6.2 certify to SANParks that the information contained therein is true, accurate and complete in all respects.
- 3.7 SANParks reserves the right to request, at any time, additional information or documentation from Private Party.
- 3.8 Where a Private Party is made up of a number of parties, shareholders in one SPV may not in any way be shareholders of other SPVs bidding for the same PPP Opportunity in the tender process.

Information on the opportunity

4. A DESCRIPTION OF THE TOURISM PPP OPPORTUNITY FOR A SCOOTER TOURS OPERATION

The Scooter Tours PPP opportunity available to Private Party is discussed in detail in the Information Memorandum provided to Private Party. Herewith summarised as follows:

- 4.1 In line with the Strategic Plan for Commercialisation, SANParks intends to form a Public Private Partnership (PPP) in terms of which a selected private party will be granted rights to develop, manage and operate a Scooter Tours operation, on demarcated routes within the Goudveld Area that is within the Wilderness Section of the Garden Route National Park.
- 4.2 The development of the Scooter Tours operation will be done by a Private Party, who undertakes to develop and operate Scooter Tours in the Goudveld area of the park, at their own cost and risk, in consultation with SANParks. The operation must be executed in a manner that will have minimal environmental impact.
- 4.3 The Scooter Tours PPP opportunity is limited to 15 scooters per tour
- 4.4 The operator will be required to use scooters to provide Scooter Tours on predetermined demarcated routes within the Goudveld Area, which is within the jurisdiction area of the Wilderness Section of the Garden Route National Park.

4.5 The Scooter Tours product will offer guests an opportunity to explore the Park. Guests will enjoy a downhill scooter riding experience on the off road/ gravel scooter. The route goes through the indigenous forest.

4.6 Guests can park their cars at the Goudveld Gate/ nearby picnic site. They must be collected at the Goudveld Gate parking area and taken on a short, ride in a minibus to the top of a hill to start the descent in a scooter.

4.7 Any deviation on the agreed routes will need written approval and be added as an addendum to this this agreement.

4.8 **Requirements and Conditions:**

4.8.1 Scooters must be non-motorized, making the product eco-friendly. All trips must be guided by professional qualified guides. All scooters should have capacity for one adult with a child passenger.

4.8.2 Deviations from the demarcated routes will not be allowed;

4.8.3 No staff be allowed to stay overnight on the terrain where the operation takes place;

4.8.4 The Private Party to provide SANParks with proof of public liability insurance;

4.8.5 The Private Party must provide SANParks proof of Tour Guide Accreditation for all the Guides to be used;

4.8.6 No littering will be allowed;

4.8.7 No damage to the flora and fauna along the pathway will be allowed;

4.8.8 Regular inspections by SANParks staff to ensure that the route is kept in good condition;

4.8.9 Maintenance of the routes is the responsibility of the operator;

4.8.10 All customers of the operator will be subjected to pay the full applicable conservation fees

- 4.8.11 All Guides must have undergone First Aid Level 3 training as part of his/ her accreditation
- 4.8.12 No Vehicle access on the demarcated routes except in cases of emergency
- 4.8.13 SANParks have the right to inspect the operator's books at any time it deems it to be necessary; and
- 4.8.14 SANParks officials will do random spot checks to ascertain that the Holder Conforms with conditions of the contract.

Tender process Information

5. TIMETABLE

The Tender shall take place in accordance with the timetable set out in this Article **Error! Reference source not found..** 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 **Error! Reference source not found.** or otherwise granted in this RFP or available under the laws of the Republic of South Africa.

EVENT	DATE
Public Advertisements for the Scooter Tours PPP Opportunity	20 August 2021
Provide Information Memorandum and RFP to Interested Parties	20 August 2021
Registration for Private Party Conference and Due Diligence Site Visit	31 August 2021
Due Diligence Site Visit	8 September 2021
Virtual Training on compiling PPP Tender Documentation (attendance is optional via MS Teams)	15 September 2021
Submission by Private Party of Comments & Questions	23 September 2021

EVENT	DATE
Virtual Private Party Bidders Conference via Ms Teams (Q&A responded to at the conference)	6 October 2021
Feedback Bidders Conference Q&A	19 October 2021
Tender Submission	19 November 2021

6. PRIVATE PARTY QUALIFICATION CRITERIA

In order to participate in the bidding process, Private Party are required to meet the qualification criteria as outlined in Section 1A – Qualification. If not met, the bid will not be considered.

7. PRIVATE PARTY CONFERENCE, SITE VISIT AND DILIGENCE PROCESS

7.1 The Private Party Conference and Site Visit for the Due Diligence process are being organised for the Private Party with the objective to provide all Private Party 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.

7.2 The site visit and Private Party conference are being organised for the Private Party with the following objectives:

7.2.1 to provide all Private Party the opportunity to ascertain all information they need to present informed and competitive bids

7.2.2 to ensure that such access to information is equal for all Private Party

7.3 The proposed dates for the Private Party conference and site visit will be communicated to Private Party. Specific arrangements for the site visits will be communicated to Private Party subsequent to site visit registration.

7.4 The Private Party conference and site visit are highly recommended, as they will inform Private Party of challenges and opportunities that may or may not have an impact on the feasibility studies conducted by Private Party and will further serve to ensure the accuracy of viabilities conducted for the opportunity.

7.5 Please note that traveling and accommodation costs for this visit will be for the Private Party own account.

7.6 All interested Private Party are required to register for the site visit by sending their Names, Company, Contact telephone and e-mail to:

Lihle Ndlovu

Tel: (012) 426-5036

E-mail: lihle.ndlovu@sanparks.org

7.7 The Private Party conference and site visits form part of the due diligence process and should be attended by the Private Party or a duly authorised representative.

7.8 The programmes will be distributed to interested Private Party upon registration

7.9 Each Private Party 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 Private Party 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.

7.10 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 Private Party, should be relied upon as authorised. For the purposes of this **Article 7.10**, communications sent from duly authorised staff of SANParks to Private Party via electronic mail shall be deemed as communications in writing.

7.11 Contact for Due Diligence-related Matters

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

Lihle Ndlovu
Tel: (012) 426-5036
E-mail: lihle.ndlovu@sanparks.org

8. BID SUBMISSIONS

8.1 Bids must be submitted to:

The Project Officer
Lihle Ndlovu
South African National Parks
643 Leyds Street,
Muckleneuk,
Pretoria.

8.2 Bid Submissions should be made by latest 11h00 on 19 November 2021 (the “**Bid Date**”).

8.3 Submissions delivered after 11h00 on the Bid Date shall be regarded as invalid, and returned to the Private Party, unopened.

9. CONTENTS OF BID SUBMISSIONS

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

9.2 The bid submission from each Private Party must contain all the information necessary for SANParks to evaluate the PPP fee offer, Private Party’s existing B-BBEE rating and Functionality capabilities of the Private Party. Private Party are required to submit two sealed envelopes in accordance with the directions below.

9.3 The first envelope shall be clearly marked “Functionality - original” on the outside and shall contain all the original non-financial and B-BBEE proposal of the Submission (“**Functionality**”). The contents of the Functionality Bid shall consist of:

- 9.3.1 Original of the Private Party Information, in the format given in Section 1A – Qualification;
- 9.3.2 Original of the Private Party Information, in the format in Section 1B – Information on Private Party;
- 9.3.3 Original of the Financing and Capital plan, in the format given in Section 2 – Financing and Capital Plan;
- 9.3.4 Original of the Business and Operational plan, in the format given in Section 3 – Business and Operational Plan;
- 9.3.5 Original of the Development and Environmental Proposal, in the format given in Section 4 – Development and Environmental Proposal;
- 9.3.6 Original of a completed Risk Matrix, in the format given in Section 5 – Risk Matrix;
- 9.3.7 Original of the B-BBEE proposal, in the format given in Section 6 – B-BBEE Proposal
- 9.3.8 A signed copy of the final form PPP Agreement (including all the relevant sections), with each page initialed by the duly authorised representative and compliant with the formal set out in Section 8 – PPP Agreement;
- 9.3.9 A Performance Bond from a reputable bank in a form substantially similar to that set out in Section 10 – Bond:
- 9.3.10 Private Party must ensure compliance with their tax obligations.
 - 9.3.10.1 Private Party are required to submit their unique personal identification number (PIN) issued by SARS to enable SANParks to view the taxpayer’s profile and tax status.
 - 9.3.10.2 Private Party must also submit a Tax Compliance Status (TCS) certificate together with the bid.
 - 9.3.10.3 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN.

- 9.3.11 **VERY IMPORTANT:** An electronic copy containing all the Sections (clearly marked) of the bid submission should be submitted on USB disk. The Sections 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.
- 9.4 The **second envelope** shall be clearly marked “Private Party Existing B-BBEE Rating and PPP Fee Offer” 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 the current B-BBEE status of the Private Party (verified by a B-BBEE certificate), as well as the PPP Fee Offer in the format in. Please note that SANParks reserves the right to disqualify any Private Party who does not submit a valid B-BBEE certificate or whose PPP fee offer is not in the specified format. Please note that PPP fee tranches are not allowed unless requested as part of the PPP Fee Offer Format.
- 9.5 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 1 attached to the front of each envelope.
- 9.6 All information provided in the bid must be valid for 120 business days from the Bid Date.
- 9.7 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 Financial Envelopes will be locked away in the safekeeping until they are opened following the evaluation of the bids
- 10.2 The Functionality Envelopes will be opened by members of a bid evaluation committee representing SANParks in the presence of SANParks’ project officer.
- 10.3 The Functionality elements will be evaluated and scored according to the procedure set in Section 11 – 13 below.

11. BID EVALUATION METHODOLOGY (FOLLOWING QUALIFICATION)

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, Private Party's existing B-BBEE rating and the PPP Fee Offer.

11.1.2 Envelope 1 is for Functionality and is opened first. Private Party must score at least 70% for Functionality (Please note that Functionality will contain a section that outlines the B-BBEE plans for the SPV and will be scored as part of Functionality).

11.1.3 Envelope 2 contains the Private Party's existing B-BBEE rating (verified by a B-BBEE certificate), as well as the PPP Fee Offer and will only be opened and evaluated if the minimum threshold in Article **Error! Reference source not found.** is met.

12. HOW B-BBEE IS EVALUATED

12.1 B-BBEE will be evaluated in two ways:

12.1.1 In round one as part of Functionality in which the Private Party SPV will outline their plans through the B-BBEE scorecard with targets per sub section.

12.1.1.1 EMEs must submit their BBBEE affidavit indicating their status level.

12.1.1.2 Post award, the winning Private Party is required to must submit details of the SPV and the relevant documentation (company registration documents and shareholders agreement/ certificate(s)) – prior to signing the PPP Agreement.

12.1.2 In round two (together with price) as per the PPPFA – only for Private Party who passed the Functionality threshold will be evaluated on their existing B-BBEE certificate.

13. SCORING FOR FUNCTIONALITY (ENVELOPE 1)

The functionality aspects of a bid will be scored out of 100 points. A Private Party must achieve 70% of the total Functionality points in order to pass. Functionality is made up of the elements and weights as outlined in Table 1.

Elements	Financing and Capital Plan	Business and Operational Plan	Development and Environmental Plan	Risk Matrix	B-BBEE Proposal
Weight	20%	35%	15%	10%	20%
Minimum Threshold	50%	50%	50%	50%	As per B-BBEE Proposal

Table 1: Sub-functionality weightings

The following outlines the objective of each element:

13.1 Financing and Capital plan (20%)

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

13.1.2 The purpose of the Financing and Capital Plan is to assess the ability of the Private Party to secure adequate finance to implement the project and determine the capital investment proposed for the project. It will 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, whether the necessary financing has been secured and appropriate proof. Furthermore, the Financing and Capital Plan assesses the financial feasibility of the proposed project, including anticipated revenue and expenses of the project.

13.2 Business and Operational Plan (35%)

13.2.1 A Private Party is expected to provide a business operational plan in line with the requirements set out in Section 3.

13.2.2 The purpose of the evaluation of the Business, Operations and Design Plans is to ensure that the Private Party has fully developed all business aspects of the proposed tourism project, and is proposing credible schemes which are based on

generally accepted business principles applicable to tourism projects, and which are in line with SANParks' specifications given in this RFP.

13.2.3 Private Party will also be expected to provide a Design Plan in accordance with the provisions of Article 13.2

13.3 Development and Environmental Plan (15%)

13.3.1 SANParks shall review and evaluate the development and environmental plans submitted by Private Party in accordance with the specifications and information given in Section 4

13.3.2 The purpose of the evaluation of development and environmental proposals is to ensure that Private Party understand and have fully planned for the prevailing environmental issues that apply to the investment area as well as the Environmental Guidelines and have factored those issues into their plans.

13.3.3 Approval by the evaluation committee of such plans will not be taken to mean that the individual details of the proposal can be implemented – in all cases, the proposal must go through the environmental authorisation process (Operator responsible for all environmental approvals and processes and cost associated - including all specialist studies).

13.3.4 The Operator will be required to obtain all environmental approvals at their own cost i.e. cost associated with environmental authorisation processes such as conducting an environmental impact assessment

13.4 Risk Matrix (10%)

13.4.1 A Private Party must indicate the extent to which the bid complies with the risk allocation of the risk given in Section 5 – Risk Matrix.

13.5 B-BBEE Proposal (20%)

13.5.1 The Private Party SPV is expected to outline their B-BBEE plans as per requirements in Section 6 – B-BBEE Proposal with targets per sub section.

13.5.2 An accredited B-BBEE auditor will audit the targets set on an annual basis.

13.5.3 The Private Party is encouraged to recruit staff from the local community

14. PRIVATE PARTY EXISTING B-BBEE RATING AND PPP FEE OFFER (ENVELOPE 2)

14.1 If the Private Party meet the minimum threshold for Functionality, envelope 2 will be opened.

14.1.1 The Preferential Procurement Policy Framework Act, 2001 (PPPFA) amended in 2017 will apply with an 80/20 split between the PPP Fee Offer and the Private Party’s existing B-BBEE rating respectively.

14.1.2 The PPP Fee Offer and the Private Party’s existing B-BBEE rating are scored out of a total 100 points.

14.1.3 The following table outlines the final score weightings:

Table 2: PPPFA score split

PPP Fee Offer	Private Party’s existing B-BBEE rating
80%	20%

14.2 Private Party’s existing B-BBEE rating

14.2.1 For Private Party that are bidding as an unincorporated joint venture, a Joint Venture B-BBEE certificate must be submitted for evaluation of the Private Party’s existing B-BBEE rating.

14.2.2 Emerging Micro Enterprises (EMEs) (total revenue of R5 million or less), as defined by the Amended Tourism B-BBEE Sector Code, are required to submit a signed affidavit, as per the requirements stipulated in the Amended Tourism B-BBEE Sector Code. The affidavit must be accompanied by the following supporting documents:

14.2.2.1.1 Audited or independently reviewed financial statements corresponding to the last two (2) years.

If a member of the Private Party does not produce audited financial statements, it must produce a statement of assets, with confirmation of ownership, certified by a qualified auditor or notary.

14.2.2.1.2 Share certificates of the bidding company;

14.2.2.1.3 Organogram (of the bidding company), accompanied by copies of Identity Documents of all black shareholders;

14.2.2.2 Only EMEs are allowed to bid for this opportunity

14.3 **PPP Fee Offer**

14.3.1 Under the PPP Agreement, the PPP fee income to SANParks shall be, as outlined in **Section 7**, the higher of:

14.3.1.1 the Minimum PPP Fee increased annually by CPI; or

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

14.3.2 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 may result in disqualification of the bid.

14.3.3 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 Private Party that makes the highest PPP Fee Offer and the remaining points being allocated pro rata to the remaining qualified Private Party. Private Party should be aware that a minimum PPP fee might be applied. If the minimum is not reached, the contract might not be awarded.

15. **INCOMPLETE BIDS**

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

- 15.2 If a bid is not complete or something in it is not clear, the bid evaluation committee may, but is not obliged to, ask Private Party for more information. Private Party 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.
- 15.3 SANParks may, but is not obliged to, disqualify a bid that is not complete or requires clarification without a request for further information.
- 15.4 SANParks shall not be obliged to reimburse Private Party 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.

16. SELECTION OF PREFERRED PRIVATE PARTY

- 16.1 The Functionality score is only used to pre-qualify the Private Party and only Private Party who met the minimum thresholds and achieved the 70% for Functionality are considered in the final stage where B-BBEE and the PPP fee offer will be the determining factor.
- 16.2 SANParks shall calculate the scores of each bid to calculate an overall bid score.
- 16.3 The following outlines how the overall score (for all qualified Private Party) will be determined:

$$a*(B-BBEE\ score/100) + b*(PPP\ fee\ score/100) = c$$

a is the weighting for B-BBEE as outlined in **Error! Reference source not found.**

b is the weighting for PPP fee as outlined in **Error! Reference source not found.**

c is the Private Party's overall score

- 16.4 The Private Party that receives the highest overall bid score will be declared the preferred Private Party; and the Private Party that receives the second highest overall bid score will be declared the reserve Private Party, with exception of the application of objective criteria.
- 16.5 The scores will be presented to the SANParks Bid Adjudication Committee (BAC) for ratification.

16.6 Once ratified, the preferred Private Party will be announced.

17. SIGNATURE AND EFFECTIVENESS OF PPP AGREEMENT

17.1 The Private Party will be sent a letter of award to notify them that they are the preferred Private Party for the PPP opportunity. Subsequent to the receipt of this letter, the Private Party will have one month to clarify any outstanding issues regarding the PPP Agreement. Thereafter, SANParks will provide the Private Party with the final PPP Agreement, whereupon the Private Party will have two months from receipt of the final PPP Agreement to sign and submit it to SANParks to be countersigned. Failure to meet any of these timelines may result in the cancellation of the award to the preferred Private Party. In such a case, SANParks reserves the right to award the contract to the reserve Private Party.

17.2 The PPP Agreement becomes legally binding and enforceable from the Signature Date. Only after the completion and of certain Compliance Events can operation commence.

17.3 There will be no PPP Fees payable before Effective Date defined in the PPP Agreement.

18. BOND (PERFORMANCE BOND)

18.1 At the time of submitting its Bid, each Private Party must submit a Performance Bond (“**Performance Bond**”) payable to SANParks in the format prescribed in Annexure 2 – Acceptable wording of performance bond.

18.2 The performance bond should be for the amount of R 45 000 (Forty Five Thousand Rand only)

18.3 The posting of the Performance Bond is for the purpose of ensuring that the all Private Party present valid and serious bids, and that the Winning Private Party subsequently executes the PPP Agreement.

18.4 Performance Bonds must be valid until the Effective Date, which shall not be later than 3 months from Signature Date.

18.5 The Performance Bonds of all Private Party other than the Winning Private Party shall be returned to them following signature by SANParks of the PPP Agreement. Money paid

into the SANParks' account will be paid back to the Private Party after an original letter of the bank account is received from the Private Party.

- 18.6 Any of the following shall be grounds for the forfeiture of a Private Party's Performance Bond:
- 18.6.1 Any material misrepresentation made by the Private Party in its Bid Submission, or any other information and documentation submitted by it under this RFP;
- 18.6.2 The withdrawal or modification of its Bid during the period of validity;
- 18.7 The Performance Bond shall be callable upon first demand by SANParks in the event that one or more of the circumstances described at Section **Error! Reference source not found.** above has occurred. Forfeiture of the Performance Bond shall not preclude SANParks from pursuing any other remedies it may have against the Private Party under the laws of South Africa.

19. FURTHER INFORMATION

- 19.1 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

Lihle Ndlovu

P O Box 787

PRETORIA, 0001

643 Leyds Street

Muckleneuk, Pretoria

Telephone: (012) 426 5036

E-mail: lihle.ndlovu@sanparks.org

- 19.2 All responses to enquiries may be circulated to other Interested Parties. No other communication with SANParks in respect of the RFP will be permitted.

Bid Submission Sections

20. SECTION 1A – QUALIFICATION SUBMISSIONS

20.1 In order to participate in the bidding process, Private Party are required to meet the following qualification criteria

20.2 Financial Capacity

20.2.1 The Private Party must have a business with a turnover not exceeding R 5 million per annum. Failure to comply with the above conditions will invalidate the bid. If there are multiple entities bidding as a consortium, the Private Party must demonstrate with reference to the proportion of their shareholding that the combined turnover of the Private Party does not exceed R 5 million.

20.2.2 Given that the project may entail risk to both the preferred Private Party and SANParks, it is important that interested parties demonstrate financial strength. In this regard the gross asset value of the interested party must be at least R 100 000.00, with a minimum business turnover of R 100 000.00 per annum.

20.2.3 As the preferred Private Party must be a Special Purpose Vehicle (SPV), it must demonstrate financial strength with reference to the asset value of its shareholders in proportion to their shareholding. The interested party must also demonstrate, to SANParks' satisfaction, that its shareholders are solvent. Audited or independently reviewed financial statements, along with a letter confirming that the asset value exceeds the stipulated amount and that the shareholders are solvent, must be provided if demanded by SANParks in order to illustrate any assertion made by an interested party in this regard.

20.2.4 The Private Party must demonstrate the ability to source suitable funding to perform under the PPP Agreement

20.3 Financial Requirements

20.3.1 The Submitting Company shall submit the following economic and financial

documentation:

- 20.3.1.1 audited or independently reviewed financial statements corresponding to the last two (2) years.
- 20.3.2 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.
- 20.3.3 If the financial criteria are being met by companies that are privately held, and do not produce audited financial statements or independently reviewed financial 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 or notary.

20.4 **Tourism Experience**

- 20.4.1 The project is likely to require interested parties with experience and expertise in the tourism market. Interested parties are therefore required to provide examples of projects conducted by the interested parties. If the interested party is an unincorporated SPV or new company incorporated for purposes of the PPP Opportunity, then it can meet this criterion with reference to the qualifications of any one of its parent shareholder, provided that the shareholder holds at least 30% of the total equity in the proposed SPV or company that will undertake this PPP opportunity. The interested party must be able to meet this tourism track-record requirement in the following ways:
 - 20.4.1.1 Number of functional scooter tours operation(s): Operate at least one (1) scooter/ bicycle tours operation, and;
 - 20.4.1.2 The interested Private Party must have proven operating experience of at least (2) years in the tourism industry. The definition “operating experience” includes ownership, leasing or concession arrangements and management contracts for tourism products. It will not include employment at a tourism establishment, at however senior level.

20.5 **Tourism Track Record**

- 20.5.1 The qualifying tourism Operator(s) or individuals, shareholders or partners, of each

Submitting Company, who are being used to meet the criteria regarding tourism experience or the generation of turnover, must provide a general description of the Tourism facilities and services they have operated, including, (i) the number of years in active existence; (ii) the nature of the bicycle/scooter tours operation; and (iii) the size of the bicycle/ scooter tours operation

20.5.2 In the event that the Submitting Company is satisfying the requirements under this Section by using the qualifications of a Partner, Shareholder or parent, these indicators must also be certified in the above-mentioned manner. Additionally, each of the members of the Partnership, or the Shareholder or subsidiary as the case may be, must demonstrate that such Shareholder, parent or partner is willing and able to support the technical operations of the Submitting Company for the PPP Project.

20.6 **B-BBEE Requirement**

20.6.1 The Private Party must confirm the percentage of black ownership in the SPV, as per prescribed wording in the B-BBEE Proposal.

20.6.2 The Private Party must commit to employing their staff from the local community and submit a skills development plan indication how the employee(s) will be developed.

21. SECTION 1B – INFORMATION ON PRIVATE PARTY

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

21.1 Special purpose vehicle constitutional information

The successful Private Party must form a specific company, or special purpose vehicle (“**SPV**”), for the purposes of this PPP opportunity **prior** to signature date of the PPP Agreement. The following must be specified for the bidding company and its partners (if relevant), as well as the SPV or specific company if already formed. Where the SPV or specific company has not yet been formed, at minimum the intended shareholding in the SPV and the intended Directors/Partners/Trustees and their responsibilities must be demonstrated:

- 21.1.1 The name, address, telephones and fax numbers of Private Party, and the trading name of the Private Party if different from the registered name.
 - 21.1.2 Directors/Partners/Trustees and their responsibilities.
 - 21.1.3 Place of registration.
 - 21.1.4 Registration number.
 - 21.1.5 Memorandum and Articles of Association (or equivalent constitutive documents).
 - 21.1.6 Shareholders Agreement/Partnership or Joint Venture Agreement/Trust Deed.
 - 21.1.7 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/ share or funding the percentages held by each.
- 21.2 A letter confirming that the Private Party 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

Private Party 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.

21.3 Private Party must ensure compliance with their tax obligations.

21.3.1 Private Party are required to submit their Tax Compliance Status (TCS) certificate/ unique personal identification number (PIN) issued by SARS to enable SANParks to view the taxpayer's profile and tax status.

21.3.2 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN.

21.4 An original signed version of the PPP Agreement including all the relevant sections of the Bid Submission to be included in the PPP Agreement, with each page initialled by the duly authorised representative.

21.5 An original Performance Bond from a reputable bank in a form substantially similar to that set out in Annexure 2.

22. SECTION 2 – FINANCING AND CAPITAL PLAN

The Finance and Capital Plan comprises of 20% of the Functionality Score

22.1 The Private Party should provide the following information:

22.1.1 A recent auditor's report confirming that all the members of the Private Party are solvent and liquid; if a member of the Private Party does not produce audited or independently reviewed financial statements, it must produce a notarised statement of assets (by a notary or auditor) (weighting 10%);

22.1.2 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. The Private Party is required to submit confirmation of funding that corresponds to the capital outlay and working capital required. This could be in the form of a letter from the bank/ funder either confirming availability of funds or willingness to fund the project (weighting 15%).

22.1.3 Indicate a list of items that will make up capital investment and the cost of each item (weighting 15%)

22.1.4 A cash flow forecast (net of VAT) for the proposed term (5 years) of the PPP agreement. This may be in a spreadsheet format of the Private Party's choice, but must at least present the following (weighting 20%):

	Start-up R'000	Year 1 R'000	Year 2 R'000	Year 3 R'000	Year 4 R'000	Year 5 R'000
Cash inflows						
Owners' capital						
Loans received						
Grants received						
Cash from sales and other operating revenue						
Cash from other sources						
<i>Total cash inflow (A)</i>						

	Start-up R'000	Year 1 R'000	Year 2 R'000	Year 3 R'000	Year 4 R'000	Year 5 R'000
Cash outflows						
Project costs and start-up expenses						
Salaries, wages and staff costs						
All other operating costs and expenses						
Loan repayments						
Infrastructure upgrades/Building additions/ internal décor etc.						
Replacement of equipment and vehicles						
<i>Total cash outflow (B)</i>						
Net cash flow [A – B] before PPP fees and tax						

22.1.5 Based on the cash – flow forecast, indicate the viability of the model with particular reference to the areas below (weighting 20%);

22.1.5.1 Turnovers;

22.1.5.2 Gross and operating margins; and

22.1.5.3 Fixed, variable and semi variable costs

22.1.6 An income statement (net of VAT) forecasted for the proposed term (five (5) years) of the PPP Agreement. This may be in a spreadsheet format of the Private Party's choice (weighting 20%).

23. SECTION 3 – BUSINESS, OPERATIONAL PLAN

The Business and Operational Plan comprises of 35% of the Functionality score.

Private Party should provide the following information, with back-up evidence

23.1 Bicycle/ Scooter Tours operation experience (weighting 20%)

23.1.1 Number of years in business (10%)

23.1.2 Number of scooters/ bicycles operated and the minimum number of guests accommodated (10%)

23.1.3 Annual turnover for the past two (2) years (10%)

23.1.4 Describe the type of location for the current operation and if it is in an environmentally controlled area or not (20%)

23.1.5 Describe your guests' experience (provide website/ internet/ social media links for references) (20%)

23.1.6 Memberships and registrations (list any awards, accolades etc.) (10%)

23.1.7 Number of staff employed (10%)

23.1.8 Outline the qualifications and expertise of the current employees – relevant CVs to be submitted (10%)

23.2 Operational Plan (weighting 15%)

23.2.1 How many scooters will be used to carry out the tour operation? (15%)

23.2.2 How many tour guides will be provided? (15%)

23.2.3 How many tours will be offered per day? (15%)

- 23.2.4 What will be the duration of each tour? (15%)
- 23.2.5 What will be the standard tour times? Will the tour times be flexible: i.e., if agreed in advance, can you go out earlier than suggested and stay out later? Please elaborate. (15%)
- 23.2.6 What policies do you have in place in terms of cancellations, postponements due to bad weather etc? (25%)
- 23.3 Market Reach and Turnover Plans (15%)**
- 23.3.1 Provide an overview of the target market (20%)
- 23.3.2 Where different groups are targeted, describe how you plan to accommodate the diverse market in a small operation (20%)
- 23.3.3 Outline marketing initiatives that will be implemented to attract guests to the scooter tours (30%)
- 23.3.4 Outline initiatives of optimising turnover (complementary products) – biltong, nuts, - etc.), specific for the trip. Sale of any additional products is subject to SANParks' approval (30%).
- 23.4 Site and Logistical Plans (10%)**
- 23.4.1 Site Plan – (30%)
- 23.4.1.1 Submit a site layout plan with reference to at least the following; reception/ storage facility, vehicle parking section and launch site (100%)
- 23.4.2 Logistical plans – (70%)
- 23.4.2.1 Outline ability to manage logistics of operating in an environmentally controlled area (i.e where will the scooters be kept overnight). (30%)
- 23.4.2.1.1 If inside the Park, has the cost of the storage facility been taken into consideration? Outline storage and security measures that will be put in place

- 23.4.2.1.2 If outside the Park, outline the logistics of getting the scooters to and from the Park
- 23.4.2.2 Staff/Employees: outline timetable schedules for the transportation/movement of staff to the Scooter Tour site and their return. (30%)
- 23.4.2.3 Guests/Tourists: interlink of the guests' bookings, guests' pick-ups, tour, and return plan and timetable schedule. (40%)

23.5 Regulations and Qualifications (15%)

The Private Party should demonstrate the following:

- 23.5.1 How will the Operator ensure that the scooters used for the scooter tours operation are in good condition and safe to use at all times? (40%)
- 23.5.2 Provide a trained and skilled Guide with the following qualifications (60%)
 - 23.5.2.1 Cathsseta qualification TGSP02 Level 2 nature site guiding; (20%)
 - 23.5.2.2 1-year nature guiding related experience (20%)
 - 23.5.2.3 First Aid level 3 certificate; (20%)
 - 23.5.2.4 Valid EC Driver License (Code 10) and Valid Public Drivers Permit (PDP) (if driving) (20%)
 - 23.5.2.5 DEA Registration (Site Guide: GRNP & surrounding areas)/ Field Ranger Skills Program (NQF level 2)/ (FGASA – Field guide - Level 1) (20%)

23.6 Road Safety initiatives (15%)

For risk management purposes, the operator must outline the following:

- 23.6.1 Safety initiatives that will be implemented to ensure safety of guests (40%)
- 23.6.2 Road Assistance Plans and resources of action while inside the Park (30%)
- 23.6.3 Emergency Response Plans and resource of action (30%)

23.7 Maintenance schedule (5%)

- 23.7.1 The Private Party will submit a detailed preventative maintenance plan for the

reception/ office/ storage facility and other assets that will be used for the purpose of the scooter tours operation over the contract period (5 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%)

23.8 Operating Standards and Procedures (5 %)

23.8.1 The Operator must provide a list of the standards/ procedures that will be implemented for the operation of the scooter tours product (50%)

23.8.2 The Operator must commit to sourcing and selecting staff from the local community (20%)

23.8.3 Proposed staffing structure (Fulltime/ Part time) for the scooter tours operation (10%)

23.8.4 Please provide training/ skills development plans of staff that shall be employed for the operations and duration of the scooter tours product (20%)

24. SECTION 4 – DEVELOPMENT AND ENVIRONMENTAL PROPOSAL

The Environmental Plan comprises of 15% of the Functionality score.

24.1 Environmental Responsibility

Failure to commit to the following undertakings will result in disqualification of the bid proposal

24.1.1 The Private Party undertakes to have an active role to play in ensuring Responsible Tourism for operation in the National Park, and undertakes to subscribe to the minimum standard of Responsible Tourism (SANS 1162) for the operation of a Scooter Tours activity in National Parks.

24.1.2 The Private Party undertakes 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.

24.1.3 The Private Party undertakes to comply at all times with SANParks' Environmental Guidelines for Private Party Operation within the South African National Parks, which may change from time to time.

24.1.4 The Private Party undertakes to take all reasonable steps in conducting the Scooter Tours operation 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.

24.1.5 The Private Party undertakes to co-operate and provide support to anti-poaching / monitoring initiatives by SANParks.

24.2 Environmental Officer Monitoring Activities (weighting 20%)

24.2.1 Acknowledgement by the Private Party that an Environmental Monitor will be appointed, at cost to the Operator, for the duration of the agreement. The EM must conduct day-to-day monitoring activities to ensure compliance with all environmental requirements. The EM undertaking the day-to-day monitoring activities does not necessarily have to be independent or be registered with the competent authority but must demonstrate knowledge of nature conservation or environmental management.

(weighting 20%).

24.2.2 Provide a description of activities that will be monitored by the EM and how issues of non-compliance will be addressed (weighting 80%).

24.3 Environmental Impact (weighting 25%)

24.3.1 Describe the anticipated environmental impact that will result during operations of the scooter tours (weighting 30%).

24.3.2 Describe preliminary mitigation measures that demonstrate the types of initiatives / processes that could be implemented to ensure minimal environmental impact to the site (weighting 30%).

24.3.3 Describe the type of scooter that will be used that will ensure minimal impact on the environment (40%)

24.4 Waste Management (weighting 20%)

24.4.1 Describe the awareness programmes that will be implemented to educate both staff and guests on waste management (weighting 100%).

24.5 Pest control (weighting 10%)

24.5.1 Indicate the measures and products that will be used for pest management, with consideration of SANParks' preferred pest control chemicals, integrated pest management plan (100%)

24.6 Alien biota (weighting 15%)

24.6.1 Describe proposed measures that will be implemented during set-up and operations to reduce the risk of introducing alien biota into the park (100%)

24.7 Noise and visual pollution (weighting 10%)

24.7.1 Describe the noise that will be generated and the proposed measures that will be implemented during set-up and operations to reduce and minimise noise pollution

(weighting 50%).

- 24.7.2 Describe the visual impacts of the reception/ storage facility and the proposed measures that will be implemented during operations to reduce and minimise visual pollution (weighting 50%).

25. SECTION 5 – RISK MATRIX

25.1 In all Bid Packages the Risk Matrix (outlining risk share between the Private Party and SANParks) comprises of 10% of the Functionality score

Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (institution/ private party/ shared)
Availability Risk	The possibility that the service provided by the Private Parties does not meet the output specifications			
Environment and heritage Risk	Liability for losses caused by environmental or heritage damage or delays			
Financing	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			
Force majeure	The possibility that the occurrence of unexpected events beyond the control either parties effect the operation of the project			
Insolvency risks	The possibility of insolvency of a private party			

Insurance risks	Public liability in the event of claims by clients related to for instance hygiene deficiencies, faulty scooters or attack by primates			
Maintenance	The possibility that the cost of maintenance exceeds the projected maintenance costs			
Market, demand, volume	The possibility that the demand for the service generated by the project may be less than anticipated			
Operating Risk	Any factors (other than force majeure) that may impact on operations.			
Political	Unforeseeable conduct by any government institution may adversely affect the project, or the government may expropriate private party assets			
Resource or input Risk	The possibility of a failure or shortage in the supply of resources			
Third Party claims	The Risk of injury or death due to the guests being in an unfenced site with a presence of dangerous animals			
Utilities	Utilities may not be fully available or may cause delays			
Visitation	Drop in visitation due to behaviour of problems animals			

Safety Risks	Safety and evacuation plan for likely risks and injuries (considering the operation is in a very remote area) access for ambulances etc.)			
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26. SECTION 6 – B-BBEE PROPOSAL

26.1 SANParks will evaluate the Private Party’s B-BBEE proposal and will assess scores according to the methodology and weightings based on the *Amended Tourism B-BBEE Sector Code, 2015 Targets*, or as otherwise stated below.

26.1.1 Due to the size of the opportunity, it is not anticipated that the SPV will qualify as a Qualifying Small Enterprise (“QSE”) (total annual revenue of less than R45 million or above R5 million), as defined by the *Amended Tourism B-BBEE Sector Code*, therefore information pertaining to QSEs as well as the QSE Scorecard has not been provided.

26.1.2 Private Party that anticipate that the SPV will qualify as an Exempted Micro Enterprise (“EME”) (total annual revenue of R5 million or below), as defined by the Amended Tourism Code, are not required to complete the B-BBEE scorecard. As part of the bid, the Private Party must confirm that the anticipated total annual revenue of the SPV will be R5 million or below, as well as confirm the percentage of black ownership in the SPV. The following wording should be used by the Private Party:

“[Name of Private Party] hereby confirms that the total annual revenue anticipated for this PPP opportunity is R5 million or below, and will submit a sworn affidavit or certificate issued by the Companies and Intellectual Property Commission on an annual basis to confirm the total annual revenue of the SPV. In the case of total annual revenue exceeding R5 million, [Name of Private Party] will timeously notify SANParks and acknowledges that SANParks may require for the SPV to complete the relevant B-BBEE Scorecard and meet the minimum threshold required by SANParks.

26.1.3 In terms of the B-BBEE Proposal, Private Party that anticipate that the SPV will qualify as an EME, will score as follows:

Black Ownership	B-BBEE Level	B-BBEE Proposal Score
100% Black Owned	Level One	100%
At least 51% Black Owned	Level Two	95%
Less than 51% Black Owned	Level Four	80%

26.1.4 Where the SPV’s annual revenue exceeds or falls short of the thresholds for an

EME, SANParks may require the Private Party to submit a revised B-BBEE Proposal for a QSE. In this case, a maximum transitional period of one year will be allowed for the SPV to achieve the new targets.

26.2 Milestones and Targets Going Forward

26.2.1 The B-BBEE Milestones and Targets for the duration of the PPP Term shall be determined by the restructured editions of the Tourism Charter and Scorecard as gazetted from time to time.

26.2.2 The milestones and targets of the *Tourism B-BBEE Charter and Scorecard* could 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.

26.2.3 In the event that the business grows and qualifies as a QSE during the term of the contract, the Private Party will be required to comply with the QSE requirements such as submitting the QSE Scorecard, BEE proposal and commit to 51% black ownership (by a person/entity from the local community) in the SPV, which will be maintained as a minimum throughout the duration of the PPP Agreement.”

26.3 External B-BBEE Verification

26.3.1 Following signature of the PPP Agreement:

26.3.1.1 *For SPVs qualifying as EMEs (as per SANParks’ B-BBEE requirements), the Private Party shall submit a sworn affidavit or certificate issued by the Companies and Intellectual Property Commission (CIPC) on an annual basis to confirm that the SPV’s total annual revenue is within the EME threshold, as per the B-BBEE Proposal, and confirm the SPV’s level of Black Ownership. A copy of such affidavit or CIPC certificate shall be provided to SANParks within 15 (fifteen days) after the end of each Financial Year of the SPV.*

26.3.2 SANParks reserves the right to monitor and audit the Private Party’s B-BBEE status. The Private Party shall co-operate in any monitoring or audit activity and provide SANParks with all information, documents, records and the like to enable SANParks to conduct such audits, or any other monitoring activities.

26.3.3 In the event of default by the SPV/s 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 SPV/s.

27. SECTION 7 – PPP FEE OFFER (WITHIN ENVELOPE 2: PRIVATE PARTY EXISTING BBBEE RATING AND PPP FEE OFFER)

27.1 Important note to Private Party

27.1.1 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).

27.1.2 Private Party must present the PPP Fee Offer in the form of a letter on the Private Party’s letterhead as follows, inserting the Private Party’s name and the percentage of gross revenue for the variable PPP bid as indicated:

27.2 Form of Letter

To: South African National Parks

[Name of Private Party] 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 aggregate gross revenue as defined in the PPP agreement for the relevant project year.

The minimum PPP fee, which will be adjusted annually by CPIX, is as follows:

MINIMUM PPP FEE	
Per Month (Excl VAT)	Per Annum (Excl VAT)
R 3 750.00	R 45 000.00

The Variable PPP Fee bid by [name of Private Party] is _____ [percentage] % of gross revenue. [Name of Private Party] 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:

	Year 1	Year 2	Year 3	Year 4	Year 5
Gross revenue (net of VAT)					
Percentage of gross revenue due as Variable PPP Fee (same for each year)					
PPP fee due Minimum PPP fee or Variable PPP Fee, whichever is greater					

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

Signed: _____

Name: _____

Title: _____

28. SECTION 8 – PPP AGREEMENT

The PPP Agreement does not form part of the RFP but will be available on the SANParks website: www.sanparks.org

Annexures

29. ANNEXURE 1 BID COVER SHEETS

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

Bid for the commercial use of the Scooter Tours operation at the Wilderness Section of the Garden Route National Park through a PPP Agreement

ENVELOPE 1: FUNCTIONALITY

Name of Private Party:

Postal address:

Street address:

Telephone:

Cell phone:

Fax:

Contact person:

Email address:

Signature of Private Party:

Date:

Capacity under which bid is signed:

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

Bid for the commercial use of the Scooter Tours operation at the Wilderness Section of the Garden Route National Park through a PPP Agreement

ENVELOPE 2: PRIVATE PARTY EXISTING B-BBEE RATING AND PPP OFFER

Name of Private Party:

Postal address:

Street address:

Telephone:

Cell phone:

Fax:

Contact person:

Email address:

Signature of Private Party:

Date:

Capacity under which bid is signed:

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

30. ANNEXURE 2 – ACCEPTABLE WORDING OF THE PERFORMANCE BOND

To:South African National Parks

[Name of Private Party] (“the Private Party”) is to submit to SANParks a bid to enter into PPP agreement with SANParks for the purpose of the set-up, operation and removal of the Scooter Tours operation in the Wilderness Section of the Garden Route National Park;

And you require the Private Party to include in the bid a performance bond for the amount of R45 000 (Forty Five Thousand Rand);

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

We hereby irrevocably and unconditionally undertake to pay you, upon your first written demand and without objection or argument, the sum of R45 000 (Forty Five Thousand Rand); upon any or all of the following occurrences:

- any material misrepresentation made by the Private Party 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 Private Party to furnish the required performance bond under the PPP agreement in accordance with the provisions of the PPP agreement.

This performance bond shall be valid until operation commences which should not be more than 12 months after the signature date.

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

SIGNATURE AND SEAL

Name of bank_____

Address_____

Date_____

Please note: The Performance Bond will be increased yearly on 1 April with CP

