



## **REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSALS ISSUED BY SOUTH AFRICAN  
NATIONAL PARKS IN RESPECT OF THE PROPOSED PUBLIC  
PRIVATE PARTNERSHIP PROJECTS FOR THE MANAGEMENT  
AND OPERATION OF RESTAURANT AND RETAIL FACILITIES IN  
THE KAROO NATIONAL PARK AND MOUNTAIN ZEBRA  
NATIONAL PARK**

### **IMPORTANT NOTICE**

This Request for Proposals (“**RFP**”), incorporating all its attachments, has been produced by South African National Parks (“**SANParks**”), in connection with the restaurant and retail opportunity.

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 Public Private Partnership (“**PPP**”) 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.

Should this RFP lead to the award of the PPP Project, the award will only become binding after SANParks and the Private Party have signed the agreement.

September 2024

## TABLE OF CONTENTS

<b>General Information</b>	5
1. INTRODUCTION	5
2. GENERAL RULES OF THE TENDER	5
3. IDENTITY OF BIDDERS	6
<b>Information on the opportunity</b>	8
4. PPP OPPORTUNITY	8
<b>Tender process Information</b>	19
5. PROJECT TIMETABLE / SCHEDULE	19
6. BIDDERS REQUIRED QUALIFICATION CRITERIA	20
7. SITE VISITS AND DUE DILIGENCE	20
8. BID SUBMISSIONS	21
9. CONTENTS OF BID SUBMISSIONS	22
10. HOW THE BIDS WILL BE OPENED	24
11. BID EVALUATION METHODOLOGY (FOLLOWING QUALIFICATION)	24
12. HOW B-BBEE IS EVALUATED	24
13. SCORING FOR FUNCTIONALITY (ENVELOPE 1)	25
14. B-BBEE AND FINANCIAL BIDS (ENVELOPE 2)	27
15. INCOMPLETE BIDS	29
16. SELECTION OF PREFERRED BIDDER	30
17. SIGNATURE AND EFFECTIVENESS OF PPP AGREEMENT	30
18. BID AND PERFORMANCE BOND	31

19. FURTHER INFORMATION..... 32

**Bid Submission Sections**

20. SECTION 1A – QUALIFICATION ..... 33

21. SECTION 1B – INFORMATION ON BIDDERS ..... 34

22. SECTION 2 – FINANCING AND CAPITAL PLAN..... 35

23. SECTION 3 – BUSINESS OPERATIONAL AND DESIGN PLAN (CAN BE DONE FOR BOTH EXCEPT WHERE IT WILL DIFFER SUBSTANTIALLY THEN SHOULD BE CLEARLY SPLIT BETWEEN THE TWO OPERATIONS) ..... 37

24. SECTION 4 – ENVIRONMENTAL PROPOSAL ..... 44

25. SECTION 5 – RISK MATRIX..... 49

26. SECTION 6 – B-BBEE PROPOSAL ..... 53

27. SECTION 7 – PPP FEE OFFER..... 69

28. SECTION 8 – PPP AGREEMENT ..... 71

**Annexures**

29. ANNEXURE 1 – BID COVER SHEETS ..... 72

30. ANNEXURE 2 - ACCEPTABLE WORDING OF BID AND DEVELOPMENT BOND ..... 74

## General Information

### 1. INTRODUCTION

- 1.1 This Request for Proposals ("**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 restaurant and retail PPP opportunities in the Karoo National Park (Karoo NP) and Mountain Zebra National Park (MZNP).
- 1.3 It is intended that by SANParks entering into the PPPs with a Private Party, SANParks may be able to generate additional revenue through PPP fees paid to the organization by the Private Party. This enables SANParks to focus on its core activity of conservation. It is intended that the project will be managed and operated by the Private Party in compliance with strict environmental standards maintained by SANParks.
- 1.4 In this document the PPP Opportunity ("**PPP Opportunity**") shall mean the right to manage and operate restaurant and retail facilities in both the Karoo and Mountain Zebra National Parks.

### 2. GENERAL RULES OF THE TENDER

- 2.1 This RFP supersedes all other SANParks communication 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 the duly authorised Project Officer 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 / schedule 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 The Bid, all correspondence and related documents shall be in the English language.
- 2.6 The submission of a Bid by a Bidder implies full knowledge and acceptance of, and submission to, all the terms and conditions set out in this RFP, the PPP Agreement and under the applicable laws of the Republic of South Africa.
- 2.7 Bidders shall be responsible for any and 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 The draft PPP Agreements will be included in the Tender documents and will be ready for distribution in line with the project schedule. 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 BIDDERS**

- 3.1 A Bidder may be a single company or an unincorporated joint venture or a trust. The Bidder must meet the operational and financial criteria as contained in this document.
- 3.2 Public institutions are specifically excluded from submitting proposals or bidding for the tender.

- 3.3 Each submission must set out, in detail, the structure that will be adopted for the entity. The shareholders should be clearly identified, and their roles and responsibilities listed. The submission should list the equity, ownership and directorships held by the shareholders. SANParks requires that Interested Parties create a newly formed Special Purpose Vehicle (“**SPV**”) should they be declared the winning bidder. Individuals may not constitute a SPV – only legal entities. 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 signature of the PPP Agreement.
- 3.4 As the project might require a substantial amount of capital investment, Interested Parties must demonstrate their ability to raise debt and equity and to provide security to SANParks’ satisfaction.
- 3.5 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.
- 3.6 When preparing submissions on the identity of the Bidders, Interested Parties are required to structure their submissions following the format:
- 3.6.1 submit to SANParks the information set out in Section 1A in relation to the Qualification Criteria;
- 3.6.2 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
- 3.6.3 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 Bidders.
- 3.8 Where a Bidder is made up of a number of parties, shareholders in one SPV may not in any way be shareholders of other SPV’s bidding for the same PPP

Opportunity in the tender process.

## **Information on the opportunity**

### **4. PPP OPPORTUNITY**

The PPP opportunity is for the management and operation of restaurant and retail facilities in the Karoo National Park and the Mountain Zebra National Park for a period of 10 years.

The PPP opportunity available to Bidders is summarised as follows:

#### **4.1 Introduction**

SANParks, as part of its Strategic Plan for Commercialisation, identified the PPP Opportunity as a project that could be in demand, provide an opportunity for the Private Sector and contribute to SANParks' mandate through income generation.

It is intended that by SANParks entering into the PPP with a Private Party, SANParks may be able to generate additional revenue through PPP fees paid to organization by the Private Party, while enabling SANParks to focus on its core activity of conservation. It is intended that the project will be managed and operated by the Private Party in compliance with strict environmental standards set and maintained by SANParks.

#### **4.2 Location Map**

The locations for restaurant and retail facilities for both Mountain Zebra National Park and Karoo National Park are as outlined in Figure 1 and Figure 2 respectively:

It must be noted that the parks are approximately 350km apart.

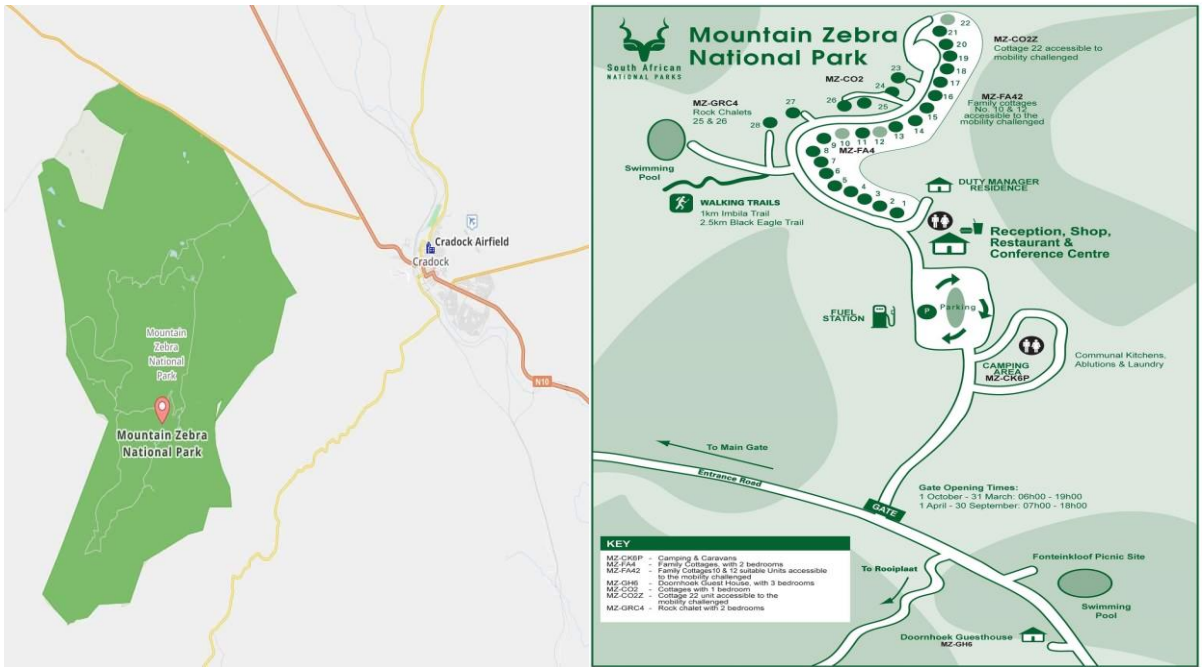


Figure 1: Location map for Mountain Zebra National



Figure 2: Location map for Karoo National Park

### **4.3 Specific Conditions and Description.**

#### **4.3.1 Description**

The opportunity consists of:

- The restaurant and retail facilities in Karoo NP and MZNP will be managed by one operator.

#### **4.3.2 Infrastructure Present**

Restaurant and retail facilities in both Karoo NP and MZNP are existing and fully functional. The bidder may make internal changes to optimise operations. External changes to the infrastructure are to be approved by the park and be for the cost of the operator.

Mountain Zebra National Park: Operator to work with SANParks to present a bush braai product where SANParks will be responsible for the game drive and the operator responsible for the set-up of the bush braai area and preparation of food. This could be applicable to bush breakfasts and bush dinners – depending on market demand.

Bush Braai in the Karoo National Park: The operator could, in conjunction with SANParks present a bush braai on a non-exclusive basis. The restaurant operator will be the preferred operator for this product.

#### **4.3.3 Operating hours**

Trading hours for the restaurant and retail will be determined and agreed with park management but will most likely be as follows:

##### **4.3.3.1 Karoo National Park**

Restaurant (order placement): 7h00 to 10h00 (breakfast) and 18h00 to 21h00 (dinner). Morning drives that arrive back at approximately 10h30 should also be catered for. The restaurant need not be open for lunch where the shop stocks sufficient lunch pre-prepared items. If this is not the case then SANParks could request the restaurant to extend the hours to include lunch.

Retail: As a minimum 7h00 to 19h00 but can be negotiated with SANParks for optimal service.

#### 4.3.3.2 **Mountain Zebra National Park**

Restaurant: 7h00 to 21h00 but could follow a model similar to that of Karoo

Retail: 7h00 – 19h00 (summer) and 7h00 to 18h00 (winter) – in-line with reception hours.

#### 4.3.4 **Support Infrastructure**

##### 4.3.4.1 **Water**

Water is present at the site, but the operator might be required to install more water points – the bidder will be responsible for the construction and cost of the pipelines, taps, etc.

There are water meters installed in Karoo National Park and water use will be measured. SANParks will use the KNP utility tariff document where a park specific document is not available.

Mountain Zebra National Park: SANParks will install a water meter that would allow SANParks to measure usage and bill the operator in line with the KNP utility tariff document where a park specific document is not available. The meter will be installed prior to operation commencement.

Mountain Zebra National Park: It will be a requirement for the operator to install a water refill unit in order to reduce plastic bottle usage.

##### 4.3.4.2 **Electricity**

Electricity is present at the site, but the operator might be required to install more power points – the bidder will be responsible for the construction and cost of the cables, conduit and plug points.

There are electricity meters installed in Karoo National Park and will be measured. SANParks will use the KNP utility tariff document where a park specific document is not available.

Mountain Zebra National Park: SANParks will install an electricity meter

that would allow SANParks to measure usage and bill the operator in line with the KNP utility tariff document where a park specific document is not available. The meter will be installed prior to operation commencement.

The Private Party may install green energy solutions should there be a requirement for more stable electricity supply. SANParks to approve design of the system (solar) with the approval not to be withheld unreasonably. Only LED lighting to be used. Whilst SANParks will provide a back-up service through generator power, SANParks cannot guarantee the availability thereof.

#### 4.3.4.3 **Waste**

Karoo: Waste removal will be done by the Beaufort West municipality once a week and will bill SANParks. SANParks will then bill the operator monthly in line with the tariffs document (KNP tariffs document to be used where a park specific document does not exist).

SANParks will try to negotiate bi-weekly removals with the municipality. However, if not achieved and where more removals are required, the operator will be required to do this themselves.

Where SANParks removes waste then SANParks would bill for the removals at the same rate.

Mountain Zebra: Waste to be removed by SANParks and the operator to be charged monthly in line with the tariffs document (KNP tariffs document to be used where a park specific document does not exist).

Karoo and MZ: It will be a requirement to apply good recycling principles – refer environmental section.

#### 4.3.4.4 **Communications**

The Private Party to install land lines if required which could be linked up with the SANParks system (incoming calls only). Cell phone signal as is custom within most National Parks does exist and might be network related or of poor quality.

#### 4.3.5 **Guest Activities**

No other activities will be allowed in both parks except the restaurant and retail facilities and bush braais (where agreed). Events may be done as part of the restaurant product. Where the event falls outside the footprint of the operator, SANParks will need to give approval for such an event which will not be withheld unreasonably. Where the conference facility is used, a fair fee for usage needs to be agreed.

#### 4.3.6 Maintenance

All restaurant and retail assets are to be maintained by the Private Party.

##### **Building Maintenance:**

##### ***Private Party Responsibility:***

The Private Party shall be responsible for the maintenance and renovation of all finishes and fittings of the interior of the restaurant and retail including electrical light fittings, sanitary ware, ironmongery, tiling, plastering, and painting. It includes but not limited to the following:

- internal electrical (DB plus contents and all internal electrical works);
- internal wall finishes (plastering, painting, tiling, cladding);
- internal floor finishes (screed, tiling, tinted granos and carpets);
- sanitary fittings where these falls within the footprint area (basins, sinks, toilets, urinals);
- internal plumbing (all internal piping, valves and taps);
- gas installations (inclusive of fire extinguishers associated with this installation);
- internal waste drainage system (all internal piping up to and including the first fat trap or gulley situated on the outside of the building);
- ceilings;

The Private Party shall be responsible for all kitchen equipment, including the walk-in cool rooms and freezers with their refrigeration equipment (should this form part of the footprint that they will use).

Where the Private Party makes any changes i.e. changes to the roof structure then the maintenance responsibility will move to the operator. This includes

installation of green energy solutions which will be maintained by the operator if installed by the operator.

The Private Party shall be required to develop and adhere to a maintenance schedule which is in line with the restaurant and retail facilities best practices.

The Private Party will be obliged to insure facilities that are constructed by them.

### ***SANParks Responsibility***

SANParks shall be responsible for the maintenance and renovation of the exterior of the restaurant and retail building structures comprising of the roof structure, roof finishes and other exterior finishes which includes the following:

- foundations (wall foundations and bases).
- superstructure (walls, columns and beams).
- roof structure (roof timbers, trusses and members)
- floor construction (floor slabs and surface beds);
- external wall finishes (plastering, tiling, and painting);
- external roof finishes (thatching, roof tiles and roof sheeting)
- external drainage (from after the fat trap or gully);
- fire equipment inclusive of the fire alarm;
- external plumbing (up to the last shut off valve); and
- external electrical system (supply up to distribution board excluding distribution board contents).

Where SANParks is responsible for maintenance but fails to perform within reasonable time, the Private Party may initiate the maintenance work. This can then be invoiced to SANParks provided that the Private Party provides a bill of quantities / quotations to show that the price asked is fair, such approval is given by SANParks and shall be deemed to vest with the SANParks Managing Executive: Parks or per the SANParks delegation framework. The Private Party will submit an invoice to SANParks once the work is verified to be of satisfactory standard.

#### **4.4 Value for Money Objectives**

The value-for-money objectives for the project have to be aligned with SANParks'

strategic objectives included in the Strategic Plan for Commercialisation. Setting these objectives at the inception phase is 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.

The value-for-money objectives for the project are:

- Revenue generation for SANParks
- Job creation
- BBBEE and
- Tourism promotion

#### 4.5 Minimum Development Specifications

The Private Party Operator will be expected to adhere to the following Minimum Development Specifications:

Minimum Development Specifications	
Food	<p>Karoo and Mountain Zebra:            Buffet or a la carte breakfast (inclusive of health options) and take away breakfast as an option to the value of the amount paid.</p> <p>A la carte dinner covering at least starters, main course and deserts (also vegetarian, meats and Karoo cuisines as well as a fish dish)</p> <p>Must cater for Continental, English and health</p> <p>Religious preferences: Halaal options to be outlined and options to be presented</p>
Decor	The décor should fit into that of the National Parks.
Toilets	Karoo: Operator to maintain and clean

## Minimum Development Specifications

	<p>the staff toilets.</p> <p>Public toilets cleaned and maintained by SANParks.</p>
<p>Retail</p>	<p>Basic FMCG items and curios, basic necessities, camping equipment, merchants and clothing, wine and alcohol (liquor license) and promote park specific items that contains the park logo.</p> <p>Items associated with braai – wood (good quality), equipment, etc.</p> <p>Medicines as allowed without the presence of a pharmacist – over the counter medicines.</p> <p>Buy locally – need to support local preferably local communities surrounding the park.</p> <p>At least 25% of items to be sourced locally.</p> <p>Preference can be given to Honorary Ranger items of good quality and should be strongly considered for stocking.</p> <p>Pricing strategy: Monopoly not to be abused – should be in line with a convenience store's pricing Staff discounts (25%) to apply to</p>

Minimum Development Specifications	
	essential items (a list to be compiled in conjunction with the park management).
Staff housing and transport	<p>Karoo:, No staff housing – staff to stay in Beaufort West</p> <p>Mountain Zebra: Staff houses for manager and assistant manager only- size of unit 65 square metres.</p> <p>Rest of the staff staying in Cradock – operator to either transport the staff (must be in safe conditions – not on open bakkie) or pay a decent amount as housing allowance.</p>

#### 4.6 Audits

SANParks may require the Private Party to do hygiene audits in the restaurants in Karoo and MZNP. Where such audits are required, the Private Party will be responsible for the cost. SANParks would provide a template to be used in line with audits done at other restaurants operated in National Parks. The Private Party will be expected to score a minimum of 75% for each park which is also in line with the audits in other parks.

#### 4.7 Staff housing

Karoo:

No staff housing – staff to stay in Beaufort West

Mountain Zebra:

Staff houses for manager and assistant manager only- size of unit 65 square meters.

Rest of the staff staying in Cradock – operator to either transport the staff (must be in safe conditions – not on open bakkie) or pay a decent amount as housing allowance.

**4.8 Contract term**

10 years.

**4.9 Additional Information on the opportunity**

4.9.1 SANParks does not require a fine dining restaurant experience. Hearty portions of value for money food mainly focused on South Africans but which will be attractive for overseas guests will be optimal.

4.9.2 People after night drive to be able to order a take away meals to be picked up after the drive.

4.9.3 Assets:

Optimal to purchase the assets from SANParks (MZ) or from Jobojali (Karoo)

New operator to negotiate with existing operator about assets available. An asset list with market value will be provided as part of the tender process.

## Tender process Information

### 5. PROJECT TIMETABLE / SCHEDULE

The Tender shall take place in accordance with the timetable / schedule set out in this Article 5. SANParks reserves the right to modify the timetable / schedule 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.

Project Schedule	
Action	Dates
Public Advertisements	8 September 2024
Provide tender documents to Interested Parties	18-20 September 2024
Registration for Due Diligence Site Visit	21 October 2024
Due Diligence Site Visits (compulsory)	24 October 2024
Registration for bidders conference	11 November 2024
Bidders conference (MS Teams – compulsory)	14 November 2024
Receive Bidders Comments and Questions	18 November 2024
Facilitate and distribute questions and answers document and distribute final tender documents	21 November 2024
Bid Submissions	24 January 2025 before 11h00
Tender Evaluation	28-30 January 2025
Bid Adjudication	February 2025

## 6. BIDDERS REQUIRED QUALIFICATION CRITERIA

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

## 7. SITE VISITS AND DUE DILIGENCE

7.1 The Site Visit and Due Diligence process is being organised for the Bidders with the following objectives:

7.1.1 to provide all Bidders the opportunity to ascertain all information they need to present informed and competitive bids for the sites they are qualified to bid for, including physical facilities; and

7.1.2 to ensure that such access to information is equal for all Bidders.

7.2 Due Diligence site information will be provided to Bidders by means of a site visit – dates outlined in article 5.

7.3 For this purpose, all interested bidders are required to register for this site visit as outlined in the Project Schedule by sending their Names, Company, Contact telephone and e-mail to:

Mr. James Daniels

E-mail: [james.daniels@sanparks.org](mailto:james.daniels@sanparks.org)

7.4 Attendance 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 facility.

7.5 This site visits will form part of the due diligence process and should be attended by the bidders or a duly authorized representative. The site visit will be compulsory and only parties that attended this will be allowed to bid.

7.6 The programmes will be distributed to interested bidders upon registration.

7.7 Please note that traveling and accommodation costs for this visit will be for the

bidders account.

7.8 Each Bidder shall be solely responsible for its own due diligence investigation of the investment opportunity, the proposed PPP Agreement terms and all matters relating to this RFP. Neither SANParks nor any of their respective officers, employees, agents or advisers makes any representation or warranty, express or implied, concerning any matter affecting the PPP opportunity, except for the representations and warranties of SANParks that will be set out in the PPP Agreement.

7.9 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 Project Officer of SANParks, circulated to each Bidder, should be relied upon as authorised. For the purposes of this Article 7.9, communications sent from duly authorised staff of SANParks to Bidders via electronic mail shall be deemed as communications in writing.

7.10 **Contact for Due Diligence-related Matters**

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

Mr. James Daniels

E-mail: [james.daniels@sanparks.org](mailto:james.daniels@sanparks.org)

8. **BID SUBMISSIONS**

8.1 Bids must be submitted to:

The Project Officer

**James Daniels**

South African National Parks

643 Leyds Street,

Muckleneuk,

Pretoria.

- 8.2 Bid Submissions should be made by latest 11h00 on the bid submission date as outlined in the project schedule (the “**Bid Date**”).
- 8.3 Submissions delivered after 11h00 on the Bid Date shall be regarded as invalid, and returned to the Bidder, unopened.

## 9. CONTENTS OF BID SUBMISSIONS

- 9.1 Bids and all related correspondence and documents must be in English.
- 9.2 The bid submission from each Bidder must contain all the information necessary for SANParks to evaluate the financial, broad-based black economic empowerment and functionality capabilities of the bidder. Bidders are required to submit **two sealed envelopes** in accordance with the directions below.
- 9.3 The **FIRST ENVELOPE** shall be clearly marked “Technical Criteria - original” on the outside and shall contain all the original non-financial aspects of the Submission (“**Technical Offer**”). The contents of the Technical Offer shall consist of:
- 9.3.1 The original of the Bidder Information, in the format given in Section 1A – Qualification;
- 9.3.2 The original of the Bidder Information, in the format given in Section 1B – Information on Bidders;
- 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, Operational and Design plan, in the format given in Section 3 – Business Operational and Design Plan;
- 9.3.5 Original of the Environmental Proposal, in the format given in Section 4 – 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 An original tax clearance certificate, issued by the South African Revenue Service (“SARS”) within six months of the bid date, for each South African member of the Bidder;
- 9.3.9 An original signed version of the final 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.
- 9.3.10 An original Bid Bond from a reputable bank in a form substantially similar to that set out in Annexure 2 - Acceptable wording of bid and development bond; and
- 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 as this could lead to disqualification.
- 9.4 The **SECOND ENVELOPE** shall be clearly marked “B-BBEE 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 the current B-BBEE status of the bidder (verified by a B-BBEE certificate) as well as the PPP Fee Offer in the format in Section 7 – PPP Fee Offer. Please note that SANParks reserves the right to disqualify any Bidder 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 is 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 – Bid Cover Sheets attached to the front of each envelope.
- 9.6 All information provided in the bid must be valid for 150 business days from the Bid Date.

- 9.7 Submitting a bid implies that the Bidder 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 Bidder accepts these terms and conditions.

## 10. HOW THE BIDS WILL BE OPENED

- 10.1 The Project Officer will separate Envelopes 1 and 2 of all the bids. The unopened Financial Envelopes will be locked away until they are opened following the evaluation of the bids.
- 10.2 The Technical Envelopes will be opened by members of a Bid Evaluation Committee (BEC) representing SANParks in the presence of Project Officer.
- 10.3 Technical Offers will be evaluated and scored according to the procedure set out in Articles 11 to 13 to below.

## 11. BID EVALUATION METHODOLOGY (FOLLOWING QUALIFICATION)

- 11.1 There are three main elements of the bid and the two-Envelope system.
- 11.1.1 Bids will be evaluated on three main elements: Functionality, B-BBEE and the PPP Fee Offer.
- 11.1.2 **Envelope 1** is for the functionality and is opened first. Bidders must score at least 80% for functionality (please note that functionality will contain a section which outlines the B-BBEE plans for the SPV and will be scored as part of functionality).
- 11.1.3 **Envelope 2** contains the current B-BBEE status of the bidder (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 11.1.2 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 Tourism B-BBEE scorecard with targets per sub-section.

- 12.1.2 In round two (together with price) as per the PPPFA – only for bidders who passed the functionality threshold will be evaluated on their current B-BBEE certificate and further, on their PPP Fee Offer.

**13. SCORING FOR FUNCTIONALITY (ENVELOPE 1)**

The functionality aspects of a bid will be scored out of 100 points. A bidder must achieve 75% of the total functionality points and at least 50% per sub-element in order to pass. Functionality is made up of the elements and weights as outlined

Table 1: Sub-functionality weightings

Elements	Finance and Capital Plan	Risk Matrix	Environmental Plan	Business, Ops and Design Plan	B-BBEE
<b>Weight</b>	20%	10%	10%	40%	20%
<b>Minimum Threshold</b>	50%	50%	50%	50%	N/A

**Table 1: Sub-functionality weightings**

The following outlines the objective of each element (**ENVELOPE 1**):

**13.1 Financing and Capital plan**

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

- 13.1.2 The purpose of the Financing and Capital Plan is to assess the ability of the Bidder to secure adequate finance to implement the project and determine the capital investment proposed for the project. 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. In addition, the information provided allows for the evaluation team to evaluate whether the Private Parties financial model is sound and realistic.

## 13.2 **Business Operational and Design plan**

13.2.1 A bidder is expected to provide a business, operational and design plan in line with the requirements set out in Section 3 – Business Operational and Design Plan.

13.2.2 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 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.

## 13.3 **Environmental plan**

13.3.1 SANParks shall review and evaluate the environmental plans submitted by bidders in accordance with the specifications and information given in Section 4 – Environmental Proposal.

13.3.2 The purpose of the evaluation of the environmental proposals is to ensure that bidders 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 Impact Assessment process (Operator responsible for all environmental approvals and processes and cost associated - including all specialised studies).

13.3.4 The operator will be required to obtain all environmental approvals at their own cost.

## 13.4 **Risk Matrix**

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

## 13.5 **B-BBEE**

13.5.1 The Private Party SPV is expected to outline their B-BBEE plans through the Tourism B-BBEE scorecard 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 B-BBEE weighting is outlined in

13.5.4 Table 1: Sub-functionality weightings

#### 14. B-BBEE AND FINANCIAL BIDS (ENVELOPE 2)

14.1 If the minimum threshold for functionality is met by the Bidders, envelope 2 will be opened.

14.2 B-BBEE

14.2.1 The Preferential Procurement Policy Framework Act, 2000 (PPPFA) will apply with an 80/20 split between the PPP Fee Offer and B-BBEE respectively.

14.2.2 The following table outlines the final score weightings:

**Table 2: PPPFA score split**

PPP fee	B-BBEE
80%	20%

#### 14.3 Bidder's existing B-BBEE rating

14.3.1 Bidders are required to submit their existing B-BBEE rating (verified by a B-BBEE certificate), in line with the requirements of the B-BBEE Codes of Good Practice (or amended Tourism B-BBEE Sector code for tourism enterprises):

14.3.1.1 For Large Enterprises, a SANAS Accredited B-BBEE certificate must be provided;

14.3.1.2 For Qualifying Small Enterprises with less than 51% black ownership, a SANAS Accredited B-BBEE certificate must be provided;

- 14.3.1.3 For Qualifying Small Enterprises with at least 51% black ownership, a sworn affidavit must be provided;
- 14.3.1.4 For Exempted Micro-Enterprises, a sworn affidavit or CIPC EME certificate must be provided.
- 14.3.2 For Bidders that are bidding as an unincorporated joint venture, a Joint Venture B-BBEE certificate must be submitted for evaluation of the Bidder's existing B-BBEE rating.
- 14.3.3 The provisions of the Preferential Procurement Policy Framework Act, 2000 ("PPPFA") will apply for the calculation of the score out of 10 for the Bidder's existing B-BBEE rating, as per the following table:

**Table 3: Score for Bidder's existing B-BBEE rating**

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**14.4 PPP Fee Offer**

14.4.1 Under the PPP Agreement, the PPP fee income to SANParks shall be, as outlined in Section 7 – PPP Fee Offer, the higher of:

- 14.4.1.1 the Minimum PPP Fee increased annually by CPI; or
- 14.4.1.2 the Variable PPP Fee expressed as a flat percentage of the gross revenue of the operation.

- 14.4.2 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.
- 14.4.3 The points for the PPP Fee Offer are calculated using the prescribed price formula in the regulations to the PPPFA. The maximum points will be awarded to the qualified bidder that makes the highest PPP Fee Offer and the remaining points being allocated pro rata to the remaining qualified Bidders. Bidders should be aware that a minimum PPP fee might be applied. If the minimum is not reached, the contract might not be awarded.
- 14.4.4 Only the % that is bid will be used as PPP Fee Offer. No income forecasts will be used. The bidder that bids the highest % (variable fee) will score 80 points and the other bidders pro rata based on their percentages bid.

## **15. INCOMPLETE BIDS**

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

## 16. SELECTION OF PREFERRED BIDDER

16.1 The functionality score is only used to pre-qualify the bidders and only bidders who achieved the 80% for functionality and at least 50% for each functionality element are considered in the final stage where B-BBEE and price 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 bidders) will be determined:

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

a is the weighting for B-BBEE as outlined in 14.2.2

b is the weighting for PPP fee as outlined in 14.2.2

c is the bidder's overall score

16.4 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.

16.5 The scores will be presented to the SANParks Bid Adjudication Committee (BAC) for ratification.

16.6 Once ratified and approved, the preferred bidder 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 bidder 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 cancellation of the award to the preferred bidder. In such case, SANParks reserves the right to

award the contract to the reserve bidder.

- 17.2 The PPP Agreement becomes legally binding and enforceable from the Signature Date. Only after completion of certain Compliance Events can construction commence.
- 17.3 There will be no PPP Fees payable before Effective Date with Effective Date defined in the PPP Agreement as the date following a specific development period from the Signature Date or Operation Commencement Date, whichever comes first.

## 18. BID AND PERFORMANCE BOND

- 18.1 At the time of submitting its Bid, each Bidder must submit a single Bid Bond (“**Bid Bond**”) payable to SANParks in the format prescribed in Annexure 2 - Acceptable wording of bid and development bond OR by paying the amount into SANParks’ account – the following account number is to be used:
- 18.2 Bid Bonds should be for the amount of R 157,200 (One Hundred and Twenty Thousand Rand).
- 18.3 The posting of the Bid Bond is for the purpose of ensuring that all Bidders present valid and serious bids, and that the Winning Bidder subsequently executes the PPP Agreement.
- 18.4 Bid Bonds must be valid until the Effective Date which shall not be later than 12 months from signature date.
- 18.5 The Bid Bonds of all Bidders other than the Winning Bidder 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 Bidder after an original letter of the bank account was received from the Bidder and financial documentation completed by the SANParks Finance Department.
- 18.6 Any of the following shall be grounds for the forfeiture of a Bidder’s Bid Bond:
- 18.6.1 Any material misrepresentation made by the Bidder in its Bid submission, or any other information and documentation submitted by it under this RFP;

- 18.6.2 The withdrawal or modification of its Bid during the period of validity;
- 18.6.3 Failure by the preferred Bidder to furnish the required Bid Bond under the PPP Agreement in accordance with the provisions of the PPP Agreement.
- 18.7 The Bid Bond shall be callable upon first demand by SANParks in the event that one or more of the circumstances described at Article 18.6 above has occurred. Forfeiture of the Bid Bond shall not preclude SANParks from pursuing any other remedies it may have against the Bidder under the laws of the Republic of South Africa.
- 18.8 A Performance Bond will replace the Bid Bond on signature date and will be for the amount of R 471,600 (One hundred and twenty thousand rand).

## 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**

**James Daniels**

P O Box 787

PRETORIA, 0001

643 Leyds Street

Muckleneuk, Pretoria

Telephone: +27 12 426 5280

E-mail: [james.daniels@sanparks.org](mailto:james.daniels@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**

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

#### **20.1 Experience**

##### Existence:

The Bidder must have experience in the following:

- Operation of retail;
- Operation of restaurant facilities.

The operation experience need not be extensive but should at least be able to show that the bidder will be able to manage and operate a restaurant and retail facilities as is customary at such a facility.

At least 4 years of experience in the restaurant industry and 4 years of experience in the retail industry.

#### **20.2 Financials or proof of experience**

The Private Party should provide tangible proof where they were involved, in managing and operating a restaurant and retail which could include financial statements, photos of facilities, reference letters, etc for the work done. Where experience, in this regard cannot be verified, the Bidder might be disqualified.

#### **20.3 Staff transfer**

The Private Party must provide SANParks with an undertaking that the current staff will be transferred to the Private Party on the same conditions. Cost to company of staff members to be distributed during the process.

## 21. SECTION 1B – INFORMATION ON BIDDERS

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

### 21.1 Special purpose vehicle constitutional information

A bidder must form a specific company, or special purpose vehicle (“**SPV**”), for the purposes of bidding for this PPP opportunity. Failure to do so may result in the bid being disqualified. The following must be specified:

- 21.1.1 The name, address, telephones and fax numbers of Bidder, and the trading name of the Bidder 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 or share or funding the percentages held by each.
- 21.2 A letter confirming that the Bidder and each of its members has irrevocably waived any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against SANParks to prevent or restrain the Tender or any proceedings related to it. However, such waiver shall be without prejudice to the right of a disqualified or losing Bidder to question the lawfulness of their disqualification or the rejection of its Bid by appropriate administrative or judicial processes not involving the issuance of a writ or injunction or prohibition or restraining order.

## 22. SECTION 2 – FINANCING AND CAPITAL PLAN

22.1 The Bidder should provide the following information:

22.1.1 Indicate how much capital will be needed, where it will come from (own capital, grants, loans) and the expected amount and terms (interest rate, repayment period, security) of any proposed loans. Specify whether the necessary financing has been secured and provide appropriate proof;

22.1.2 A recent auditor's report confirming that all the members of the bidder are solvent and liquid; if a member of the bidder does not produce audited financial statements, it must produce a notarised statement of assets; and

22.1.3 A cash flow forecast (net of VAT) for the proposed term (number of years) of the PPP agreement. This may be in a spreadsheet format of the bidder's choice, but must at least present the following:

	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>						
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						

	Start-up R'000	Year 1 R'000	Year 2 R'000	Year 3 R'000	Year 4 R'000	Year 5* R'000
décor etc.						
Replacement of equipment and vehicles						
<i>Total cash outflow (B)</i>						
Net cash flow [A – B] before PPP fees and tax						

\* Adapt for the applicable term of the PPP Opportunity

#### 22.1.4 The Economics of the Business

Outline detail information related to the finances which outlines that the model will be viable – with specific reference to the areas below:

- Initial investments
- Turnovers
- Gross and operating margins
- Fixed, variable and semi variable costs

## 23. SECTION 3 – BUSINESS OPERATIONAL AND DESIGN PLAN

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

In all Bid Packages the Business, Operational and Design plan comprises of 40% of the Functionality score with Functionality comprising 80% of the total score;

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

### 23.1 Background of the Operation (weighting 30%)

#### 23.1.1 Existing operations and background (weighting 100%)

23.1.1.1 Number of years in Business (weighting 10%)

23.1.1.2 Turnover of existing business – average per outlet (weighting 10%)

23.1.1.3 Experience in running restaurants and retail outlets and specifically in difficult areas (remote, no access to temp staff, challenges related to basic services and logistics, etc) (weighting 25%)

23.1.1.4 Cost of sales and pricing policy at existing facilities (weighting 10%)

23.1.1.5 Outline any operating procedures that you have implemented which ensures success in your business (weighting 25%)

23.1.1.6 Outline training initiatives undertaken with staff and critical positions to ensure success in your business (weighting 20%)

23.1.1.7 Labour

23.1.1.7.1 Give an undertaking that staff employed in current operations are paid in line with labour legislation

<b><u>Undertaking given?</u></b>
Yes: Continue
No: Disqualify

## 23.2 Gearing / Handover (weighting 10%)

Indicate how you plan to operate the retail and restaurants in the Karoo National Park and Mountain Zebra National Park whilst also involved at other restaurants and retail outlets and whether you have sufficient capacity to make a success at the Karoo National Park and Mountain Zebra National Park.

## 23.3 Operational Plan Restaurants (weighting 40%)

### 23.3.1 Menu (weighting 35%)

<b><u>Does the menu cater for breakfast, lunch and dinner?</u></b>
--

Yes: Continue
---------------

No: Disqualify
----------------

#### 23.3.1.1 Breakfast (weighting 40%)

##### 23.3.1.1.1 Does the menu have a hot and cold selection (weighting 6%)

##### 23.3.1.1.2 Adaptability of the operator to cater for groups (weighting 16%)

- Provide models on how groups will be catered for
- Operator to outline pricing and dining options within the models

##### 23.3.1.1.3 Does the menu contain sufficient options to satisfy market requirements, i.e at least the following: (weighting 12%)

- Continental breakfast
- English breakfast
- Health breakfast

##### 23.3.1.1.4 Display an ability to adapt to market demand (weighting 3%)

##### 23.3.1.1.5 Is there variety on the breakfast options in terms of preparation method, i.e. where eggs are on the menu could it be ordered as baked, scrambled, fried or poached? (weighting 9%)

##### 23.3.1.1.6 Does the menu allow for dietary options, i.e. vegetarian and vegan (weighting 9%)

##### 23.3.1.1.7 Have the brand adapted for religious preferences i.e. Halaal and Kosher where the

market demanded? (weighting 3%)

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

23.3.1.1.8 Menu to allow for portion variations, i.e. full and half portions (to cater for pensioners and kids) (weighting 12%)

23.3.1.1.9 Food presentation to be of high quality (images to be presented as part of the bid submission) (weighting 12%)

23.3.1.1.10 Preparation time of meals realistic and in line with what is accepted in the market (weighting 12%)

23.3.1.1.11 Is the coffee and tea selection adequate (weighting 6%)

23.3.1.2 Lunch (weighting: 20%)

23.3.1.2.1 Outline product range that will be stocked in the retail outlet to satisfy a requirement for lunch from the visitors to National Parks

23.3.1.3 Dinner (weighting: 40%)

Bidder to submit a proposed dinner menu.

23.3.1.3.1 Adaptability (weighting 2%):

- Are the proposed menu adapted to the uniqueness of the Karoo, i.e. does items such as Karoo lamb form part of the proposed menu

23.3.1.3.2 Does the menu have a hot and cold selection (weighting 2%)

23.3.1.3.3 Is there sufficient variety within the 3 courses (weighting 25%)

23.3.1.3.4 Does the menu offer choice in terms of food preparation methods? (weighting 12%)

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

23.3.1.3.6 Is the menu adapted for religious preferences i.e. Halaal and Kosher where the market demanded? (weighting 2%)

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

23.3.1.3.7 Menu to allow for portion variations, i.e. full and half portions (to cater for

pensioners and kids) (weighting 12%)

23.3.1.3.8 Food presentation to be of high quality (images to be submitted to display food presentation) (weighting 12%)

23.3.1.3.9 Preparation time of meals to be consistent with service delivery as accepted as best practice in the market (weighting 9%)

23.3.1.3.10 Good selection of wine, beer, spirits and soft drinks (carbonated and non-carbonated) (weighting 12%)

23.3.1.3.11 Is the coffee and tea selection adequate (weighting 2%)

### 23.3.2 **Design (weighting 14%)**

23.3.2.1 Submit an explanatory design of changes that will be made to optimise operations at the park's restaurant outlet (weighting 80%):

23.3.2.2 Green design i.e. use of natural light, water usage, electricity efficient appliances, etc. (weighting 10%)

23.3.2.3 Universal accessibility (weighting 10%)

- Compliance with the Grading Councils standards on Universal Accessibility

### 23.3.3 **Décor Plans (weighting 21%)**

23.3.3.1 Outline décor plans for the restaurant (including cutlery, crockery and condiments) that will be used to optimise the experience for visitors to these outlets.

### 23.3.4 **Labour (weighting 5%)**

23.3.4.1 Outline initiatives relating to housing, transport, training, etc. to overcome the challenge of operating in a National Park (weighting 100%)

### 23.3.5 **Hygiene Initiatives (weighting 10%)**

23.3.5.1 Hygiene audits:

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

20%)

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

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

23.3.5.1.4 Submit document / manual on hygiene standards (that will be implemented at the restaurant). Manual to contain the following as a minimum requirement: (weighting 40%)

- Actions to be taken and implemented to prevent pathogens to be detected on food samples.
- Temperature monitoring including, receiving temp monitoring, fridges/freezers, cold display, cooking and hot holding, control of thawing, internal calibration of thermometers and corrective action for temperatures out of specification.
- Requisite for the facility to have a certificate of acceptability (R918).
- Well documented cleaning programmes including Cleaning Schedule and cleaning checklist
- Outline staff training that will be conducted related to hygiene practices
- Hand washing requisites outlining facilities, chemicals and schedules / frequency of washing
- Zoning of food areas per food type
- Pest control measures such as screening and closure of windows/doors

### 23.3.6 **Safety initiatives (weighting 5%)**

23.3.6.1 Extraction Cleaning Processes (every 6-months) (weighting 40%)

23.3.6.2 Emergency evacuation plans (weighting 40%)

23.3.6.3 Other safety initiatives (weighting 20%)

### 23.3.7 **Maintenance schedule (weighting 5%)**

23.3.7.1The Private Party need to submit a detailed preventative maintenance plan for the facility over the contract period and should include air conditioners, compressors, furniture and fittings, electrical maintenance, appliance maintenance, etc. (weighting 100%):

#### **23.3.8 Matrix of Understanding (weighting 5%)**

23.3.8.1The Private Party to subscribe to the Matrix of understanding that includes the following areas (weighting 100%):

23.3.8.1.1To submit 6-monthly reports on BBBEE compliance

23.3.8.1.2To submit maintenance requests as per the Operations Manual

23.3.8.1.3To submit financial audit reports within 3 months after year end

23.3.8.1.4To allow SANParks to perform environmental audits once every 4-months and to correct areas that are non-compliant

23.3.8.1.5To ensure compliance with checklist on area of responsibility, i.e. ensure that areas allocated to the restaurant and/or shop are clean and litter free

23.3.8.1.6To allow SANParks to perform HR audits to ensure that the Private Party complies with Labour Laws and to correct areas where the law is not practiced

23.3.8.1.7To strive to improve customer feedback to score at least 75% customer satisfaction rating

23.3.8.1.8To submit a list every 3 months outlining any sponsorships, gifts and/or free meals to SANParks personnel

#### **23.4 Operational Plan - Retail (weighting 20%)**

##### **23.4.1 Product range and supplier database (weighting 20%)**

23.4.1.1The bidder should outline relationships with reputable suppliers. This could be done by showing the existing supplier database and / or initiatives to source products at good prices (weighting 40%)

23.4.1.2Outline the product range that will be stocked and how this would satisfy visitor requirements (weighting 60%)

##### **23.4.2 Point of Sale (weighting 10%)**

Outline Point of Sale (POS) Systems that will be implemented and how this would result in optimal stock levels being carried (weighting 100%)

### 23.4.3 **Pricing (weighting 20%)**

In order to ensure reasonability of prices and to avoid a situation whereby the operator abuses the monopoly at the outlet, it is expected that the bidder submits a profit margin that would not be exceeded on the full FMCG basket (weighting 100%)

### 23.4.4 **Fresh produce (weighting 20%)**

The bidder should outline initiatives that would be undertaken to ensure an optimal range of fresh produce will be stocked (weighting 100%)

### 23.4.5 **Design (weighting 10%)**

23.4.5.1 Submit an explanatory design of changes that will be made to optimise operations at the parks retail outlet (weighting 40%):

23.4.5.2 Green design i.e. use of natural light, water usage, electricity efficient appliances, etc. (weighting 30%)

23.4.5.3 Universal accessibility (weighting 30%)

- Compliance with the Grading Councils standards on Universal Accessibility

### 23.4.6 **Décor Plans (weighting 10%)**

23.4.6.1 Outline décor plans for the retail outlet that will be used to optimise the experience for visitors to these outlets.

### 23.4.7 **Labour (weighting 10%)**

23.4.7.1 Initiatives relating to housing, transport, training, etc. to overcome the challenge of operating in a National Park (weighting 100%)

## 24. SECTION 4 – ENVIRONMENTAL PROPOSAL

Items to address in the Environmental Proposals. The bids the Environmental Plan comprises of 10% of the Functionality score.

### 24.1 **Environmental Responsibility (failure to commit to the following undertakings will result in disqualification)**

24.1.1 Confirmation that all legislative requirements, including Environmental Impact Assessment (EIA) or Basic Assessment (BA) requirements, are understood and will be complied with.

24.1.2 Acknowledgement that the Operator must 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.

24.1.3 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.

24.1.4 Undertaking 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.

24.1.5 The Operator acknowledges that SANParks has an active role to play in Responsible Tourism and expects the same from Private Parties that operate in National Parks. SANParks subscribes to the minimum standard of Responsible Tourism (SANS 1162) and expects the same from Operators (where applicable) that operate commercial outlets in National Parks.

### 24.2 **Green Operations (weighting 10%)**

24.2.1 Outline proposed green procurement policy, 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 (weighting 40%).

24.2.2 Outline initiatives to optimise power requirements. (weighting 30%).

24.2.3 Outline other environmental initiatives, i.e. to save water and limiting waste i.e. only stocking drinks in glass bottles as opposed to plastic (weighting 30%).

### 24.3 **Environmental Impact (weighting 20%)**

24.3.1 Describe the anticipated environmental impact that will result during construction and operations of the facility (weighting 50%).

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 50%).

### 24.4 **Energy Usage (weighting 20%)**

24.4.1 Describe the energy sources that will be used during operation (weighting 20%).

24.4.2 Describe how the use of solar energy installations and technology will be implemented during the operation (weighting 20%).

24.4.3 Outline measures that will be implemented to reduce fossil fuel energy consumption and ensure that operations are energy efficient (weighting 20%).

24.4.4 Describe the awareness programmes that will be implemented to educate both staff and guests on energy consumption (weighting 20%).

24.4.5 Undertaking that energy usage will be measured during operation and initiatives implemented to reduce the usage to optimum levels (weighting 20%).

### 24.5 **Water Management (weighting 15%)**

- 24.5.1 Describe the water source(s) and water storage and supply infrastructure to be used during operation (weighting 20%).
- 24.5.2 Provide estimates of the average water usage per day and of the total water usage requirements (weighting 20%).
- 24.5.3 Outline water conservation, re-use and recycling measures that will be implemented during operation (weighting 20%).
- 24.5.4 Describe the awareness programmes that will be implemented to educate both staff and guests on water consumption (weighting 20%).
- 24.5.5 Undertaking that water usage will be measured during operation and initiatives implemented to reduce the usage to optimum levels (weighting 20%)
- 24.6 **Waste Management (weighting 20%)**
- 24.6.1 Describe the awareness programmes that will be implemented to educate both staff and guests on waste management (weighting 25%).
- 24.6.2 Liquid Waste (weighting 25%):
- 24.6.2.1 Describe design management techniques to ensure liquid waste management is economically viable and environmentally sustainable (weighting 25%).
- 24.6.2.2 Describe how sustainable waste management principles of avoidance and reduction, re-use and recycling will be applied to liquid waste (weighting 25%).
- 24.6.2.3 Describe how sewerage will be managed (weighting 25%).
- 24.6.2.4 Outline proposed operating procedures for liquid waste management, from source to disposal (weighting 25%).
- 24.6.3 Solid Waste (weighting 25%):
- 24.6.3.1 Describe how sustainable waste management principles of avoidance and reduction, re-use and recycling will be applied to solid waste (weighting 20%).

- 24.6.3.2 Describe measures to eliminate non-recyclable or hazardous packaging or containers (including plastic water bottles and single-use plastics) at the procurement phase (weighting 20%).
- 24.6.3.3 Describe measures for the management of storage facilities and how these will remain clean and secured from problem animals (weighting 20%).
- 24.6.3.4 Indicate the proposed authorised waste disposal sites that will be used, inside and/or outside of the park and outline why usage of the site will be the best environmentally wise option (weighting 20%).
- 24.6.3.5 Outline proposed operating procedures for solid waste management, from source to disposal (weighting 20%).
- 24.6.4 Hazardous Waste (weighting 25%):
- 24.6.4.1 Outline of proposed operating procedures for hazardous waste management, from collection to disposal (weighting 40%).
- 24.6.4.2 Undertaking that hazardous waste will be stored and discarded in a safe and legal way (weighting 20%).
- 24.6.4.3 The Private Party undertakes not to sell or use (including staff of the Private Party) any of the chemicals that are banned from use in National Parks (as determined by any Environmental Manager in National Parks). (Weighting 40%)
- 24.7 **Pest control (weighting 5%)**
- 24.7.1 Indicate the measures and products that will be used for pest management, with consideration of SANParks' preferred pest control chemicals, integrated pest management plan. The Private Party undertakes to comply with the integrated pest management plan.
- 24.7.2 The Private Party undertakes to make use of preferred pest control chemicals.
- 24.7.3 Where and if required the Private Party undertakes to control bats
- 24.8 **Alien biota (weighting 5%)**

24.8.1 Describe proposed measures that will be implemented during construction and operations to reduce the risk of introducing alien biota into the park.

24.9 **Noise and visual pollution (weighting 5%)**

24.9.1 Describe the noise that will be generated and the proposed measures that will be implemented during construction and operations to reduce and minimise noise pollution (weighting 50%).

24.9.2 Describe the visual impacts of the facility and the proposed measures that will be implemented during construction and operations to reduce and minimise visual pollution (weighting 50%).

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25. SECTION 5 – RISK MATRIX

RISK MATRIX				
Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (SANParks/ private party/ shared)
Financing	The risk that the required capital cannot be raised; loans may not be able to be repaid; tax obligations may not have been fully taken into account or may change; fluctuating inflation, interest rates, and currencies may affect assumptions			
Design risk	The possibility that the Private Party's design may not achieve the required output specifications			
Availability risk	The possibility that the service provided by the Private Parties do not meet the output specifications			
Cost over-run risk	The possibility that during the design the actual project costs will exceed projected costs			
Environmental risk	The risk of liability for losses caused by environmental damage arising during the operational phase of the project			
Exchange	The possibility that			

<b>RISK MATRIX</b>				
<b>Type of risk</b>	<b>General description of risk</b>	<b>Project-specific risk</b>	<b>Mitigation measures</b>	<b>Allocation of risk (SANParks/ private party/ shared)</b>
rate risk	exchange rate fluctuations will impact on the affordability of the project			
Force Majeure risks	The possibility that the occurrence of unexpected events beyond the control of either parties effect the operation of the project			
Inflation risk	The possibility that the actual inflation rate may exceed the projected inflation rate			
Insurance risk	The risk of substantial increases in insurance premiums and/or costs related to excess payments			
Insolvency risk	The possibility of insolvency of a Private Party			
Interest rate risk	The possibility of interest rate fluctuations affecting the availability and cost of funding			
Maintenance risk	The possibility that the cost of maintenance exceeds the projected maintenance costs			
Market, demand or volume risk	The possibility that the demand for the service generated by the project may be less than anticipated			

<b>RISK MATRIX</b>				
<b>Type of risk</b>	<b>General description of risk</b>	<b>Project-specific risk</b>	<b>Mitigation measures</b>	<b>Allocation of risk (SANParks/ private party/ shared)</b>
Operating risk	Factors impacting on the operating requirements of the project and related expenditure			
Political risk	The possibility of unforeseeable conduct by SANParks or expropriation of the assets			
Resource or input risk	The possibility of a failure or shortage in the supply of resources			
Tax rate change risk	The possibility that changes in applicable tax laws decrease the anticipated return on investment			
Third Party claims	The risk of injury			
Utilities risk	The possibility that the utilities required may not be available or too expensive			
Risk of failure of purchased equipment	The possibility that equipment that are bought from the previous operator becomes faulty shortly after purchase			
Risk of theft	The possibility of theft including but not limited to restaurant equipment and electricity generation equipment			
Risk of	Risk of transgression of			

RISK MATRIX				
Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (SANParks/ private party/ shared)
transgression of municipal safety regulations	certain safety regulations with associated penalties			
Inclement weather risk	Risk that weather i.e. flooding has a major effect on meals sold in restaurants			

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## 26. SECTION 6 – B-BBEE PROPOSAL

Bidders should provide the following information, with supporting evidence wherever possible. Requirements for supporting evidence are described in Section 26.3.5.

26.1 SANParks will evaluate the Bidder'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*.

26.1.1 Bidders that anticipate that the SPV will qualify as a Large Enterprise (SPV total annual revenue of R45 million or above), as defined by the *Amended Tourism B-BBEE Sector Code*, must complete the Large Enterprise Scorecard. Bidders that anticipate that the SPV will qualify as a Qualifying Small Enterprise ("QSE") (SPV total annual revenue of less than R45 million or above R5 million), as defined by the *Amended Tourism B-BBEE Sector Code*, must complete the QSE Scorecard.

Or;

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

"[Name of Bidder] 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 Bidder] will timeously notify SANParks and acknowledges that SANParks may require the SPV to complete the relevant B-BBEE Scorecard and meet the minimum threshold required by SANParks.

The SPV commits to [percentage]% black ownership, which will be

maintained as a minimum throughout the duration of the PPP Agreement.”

In terms of the B-BBEE Proposal, Bidders 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%

Where the SPV's annual revenue exceeds or falls short of the thresholds for a Large Enterprise, QSE or EME, SANParks may require the Private Party to submit a revised B-BBEE Proposal. In this case, a maximum transitional period of one year will be allowed for the SPV to achieve the new targets.

## 26.2 Commitments and Scoring

For Bidders anticipating that the SPV will qualify as a QSE or Large Enterprise, the relevant scorecard must be completed. The Bidder must make commitments in the 'bid offered' column and insert scores in the far right-hand column of the relevant B-BBEE scorecard below. If the percentage committed to by the Bidder is less than the target, then the score must be weighted accordingly; for example if the target is 1% and the maximum points to be scored are 5, and the Bidder's commitment is 0.5%, then only 2.5 points will be scored. If the percentage committed to by the Bidder is equal or more than the target, the full points will be scored. These commitments will become binding in the PPP Agreement. SANParks will confirm the scoring on the basis of supporting information provided, and may use an accredited B-BBEE rating agency for this purpose.

## 26.3 B-BBEE Scorecard Definitions and Measurements

26.3.1 All B-BBEE definitions used are consistent with those used in the *Amended Tourism B-BBEE Sector Code, 2015*.

26.3.2 All measurements of scores are calculated consistently with those used in the *Amended Tourism B-BBEE Sector Code, 2015*

### 26.3.3 Large Enterprise Scorecard

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score	
Ownership	27	Voting Rights	Exercisable Voting Rights in the entity in the hands of Black People	4	30%			
			Exercisable Voting Rights in the entity in the hands of Black Women	2	15%			
		Economic Interest	Economic Interest in the entity to which Black People are entitled	4	30%			
			Economic Interest in the entity to which Black Women are entitled	2	15%			
			Economic Interest of any of the following Black Natural Persons in the measured entity.					
			Black Designated Groups;	3	3%			
			Black Participants in Employee Share Ownership Programmes;					
			Black People in Broad-Based Ownership Schemes;					
		Black Participants in Co-operatives.						
		Black New Entrants	4	10%				
Realisation Points	Net Value	8	As per Codes					
<i>Score out of 27</i>								
Management Control	19 (+2 Bonus)	Board Participation	Exercisable Voting Rights of Black Board Members as a percentage of all Board Members	2	50%			
			Exercisable Voting Rights of Black Female Board Members as a percentage of all Board Members	1	30%			
			Black Executive Directors as a percentage of all Executive Directors	2	50%			
			Black Female Executive Directors as a percentage of all Executive Directors	1	30%			
		Other Executive Management	Black Executive Management as a percentage of all Other Executive Management	2	60%			
			Black Female Executive Management as a percentage of all Other Executive Management	1	30%			
		Senior	Black Employees in	2	60%			

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score		
		Management	Senior Management as a percentage of all Senior Management <i>Targets for Black People must be split according to the Economically Active Population</i>						
			Black Female Employees in Senior Management as a percentage of all Senior Management <i>Targets for Black People must be split according to the Economically Active Population</i>	1	30%				
		Middle Management	Black Employees in Middle Management as a percentage of all Middle Management <i>Targets for Black People must be split according to the Economically Active Population</i>	2	75%				
			Black Female Employees in Middle Management as a percentage of all Middle Management <i>Targets for Black People must be split according to the Economically Active Population</i>	1	38%				
		Junior Management	Black Employees in Junior Management as a percentage of all Junior Management <i>Targets for Black People must be split according to the Economically Active Population</i>	1	80%				
			Black Female Employees in Junior Management as a percentage of all Junior Management <i>Targets for Black People must be split according to the Economically Active Population</i>	1	40%				
		Employees with disabilities	Black Employees with Disabilities as a percentage of all Employees	2	2%				
		Bonus Points	Number of Black Employees with Disabilities over and above the 2% target for Black Employees with Disabilities, as a percentage of all Employees	2	1% (over and above 2% target above)				
		<i>Score out of 19 (+2 bonus)</i>							
		Skills Development	20 (+5 Bonus)	Skills Development Expenditure on any programme specified in the Learning	Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black People in any of the following three	5	6%		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
		Programme Matrix for Black People as a percentage of the Leviable Amount	tourism sub-sectors as a percentage of Leviable Amount: - Accommodation; - Hospitality and related services; - Travel and related services. <i>Targets for Black People must be split according to the Economically Active Population</i>				
			Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black People with Disabilities in any of the above three tourism sub-sectors as a percentage of Leviable Amount	3	0.3%		
		Learnerships, Apprenticeships, and Internships	Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total Employees <i>Targets for Black People must be split according to the Economically Active Population</i>	8	3.5%		
			Number of Black Unemployed Learners participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of number of total Employees <i>Targets for Black People must be split according to the Economically Active Population</i>	4	3%		
		Bonus Points	Number of Black People absorbed by the measured and/ or industry entity at the end of the Learnerships/ internship or Apprenticeship programme	5	100%		
<i>Score out of 20 (+5 bonus)</i>							
Enterprise and Supplier Development	40 (+ 2 Bonus)	Preferential Procurement	B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	5	80%		
			B-BBEE Procurement Spend from all Empowering Suppliers that are Qualifying Small	3	15%		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
			Enterprises based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend				
			B-BBEE Procurement Spend from all Exempted Micro Enterprises based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	4	15%		
			B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	9	40%		
			B-BBEE Procurement Spend from Empowering Suppliers that are 30% Black Women Owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	4	12%		
		Supplier Development	Annual value of all qualifying Supplier Development contributions made by the measured entity as a percentage of the target	10	3% of NPAT		
		Enterprise Development	Annual value of all qualifying Enterprise Development contributions and Sector Specific Contributions made by the measured entity as a percentage of the target	5	0.5% of NPAT		
		Bonus Points	Bonus point for graduation of one or more qualifying Enterprise Development beneficiaries to graduate to the Supplier Development level	1	Yes		
			Bonus point for creating one or more jobs directly as a result of qualifying Supplier Development and Enterprise Development contributions by the measured entity	1	Yes		
		<i>Score out of 40 (+2 bonus)</i>					
Socio-	5	Socio-economic	Annual value of all	5	1% of NPAT		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
economic Development	(+3 Bonus)	Development	Qualifying Socio-Economic Development contributions by the measured entity as a percentage of the target				
		Bonus Points	Status as TOMSA levy collector	3	Yes		
<i>Score out of 5 (+3 bonus)</i>							
<b>Total Points</b>	<b>111 (+12 Bonus)</b>			<b>111 (+12 Bonus)</b>	<b>Score out of 111</b>		

#### 26.3.4 Qualifying Small Enterprise Scorecard

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
Ownership	26	Voting Rights	Exercisable Voting Rights in the entity in the hands of Black People	5	30%		
			Exercisable Voting Rights in the entity in the hands of Black Women	2	15%		
		Economic Interest	Economic Interest in the entity to which Black People are entitled	5	30%		
			Economic Interest in the entity to which Black Women are entitled	3	15%		
			Economic Interest of Black New Entrants or Black Designated Groups	3	3%		
		Realisation Points	Net Value	8	As per Codes		
<i>Score out of 26</i>							
Management Control	15 (+2 Bonus)	Executive Management	Black representation at Executive Management	5	60%		
			Black Female representation at Executive Management	2	30%		
		Senior, Middle and Junior Management	Black representation at Senior, Middle and Junior Management	6	60%		
			Black Female representation at Senior, Middle and Junior Management	2	30%		
		Bonus Points	Number of Black Employees with Disabilities as a percentage of all Employees	2	1%		
<i>Score out of 15 (+2 bonus)</i>							
Skills Development	25 (+5 Bonus)	Skills Development Expenditure on any programme specified in the Learning	Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black People in any of the following three	10	3%		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
		Programme Matrix for Black People as a percentage of the Leviable Amount	tourism sub-sectors as a percentage of Leviable Amount: - Accommodation; - Hospitality and related services; - Travel and related services.				
			Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black Females in any of the above three tourism sub-sectors as a percentage of Leviable Amount.	9	1.5%		
		Learnerships, Apprenticeships, and Internships	Number of Black People participating in Learnerships, Apprenticeships and Internships specified in the Learning Matrix paid for by the measured entity as a percentage of total Employees	6	2.5%		
		Bonus Points	Number of Black People absorbed by the measured and/ or industry entity at the end of the Learnerships/ internship or Apprenticeship programme	5	100%		
<i>Score out of 25 (+5 bonus)</i>							
Enterprise and Supplier Development	30	Preferential Procurement	B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	8	60%		
			B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	10	30%		
		Supplier Development	Annual value of all qualifying Supplier Development contributions made by the measured entity as a percentage of the target	7	2% of NPAT		
		Enterprise Development	Annual value of all qualifying Enterprise Development contributions made by the measured entity as a percentage of the target	5	1% of NPAT		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
<i>Score out of 30</i>							
Socio-economic Development	5 (+3 Bonus)	Socio-economic Development	Annual value of all Qualifying Socio-Economic Development contributions by the measured entity as a percentage of the target	5	1% of NPAT		
		Bonus Points	Status as TOMSA levy collector	3	Yes		
<i>Score out of 5</i>							
<b>Total Points</b>	<b>101 (+10 Bonus)</b>			<b>101 (+10 Bonus)</b>	<b><i>Score out of 101</i></b>		

### 26.3.5 Supporting information

Bidders are responsible for providing information to support their commitments, which includes the following (failure to provide supporting evidence may result in the bidder being penalised during evaluation):

#### 26.3.5.1 Large Enterprises

All supporting information relates to the SPV that will be formed for the PPP Opportunity.

1.Ownership	Input
<b>1.1 Voting Rights</b>	
a) Percentage of voting rights in the hands of:	
i. Black People	
ii. Black Women	
<b>1.2 Economic Interest</b>	
a) Percentage economic interest in the hands of:	
i. Black People	
ii. Black Women	
b) B-BBEE certificates of all shareholders (for EMEs and for QSEs (with black ownership above 51%), as per the Tourism Sector Code, a sworn affidavit or certificate issued by Companies and Intellectual Property Commission (CIPC) will suffice)	
<b>1.3 Realisation Points</b>	
a) Net value:	
<p>If Equity held by Black Participants is unencumbered (debt free) and meets the minimum targets, or if 30% or more of the shares held by Black Participants are unencumbered, full points will be scored. A statement to confirm this is required for evaluation purposes.</p> <p><b>OR</b></p>	

If shares held by Black Participants are encumbered, the following should be provided to verify the anticipated Net Value at the end of Year 1:									
i. Anticipated value at the end of Year 1 of the Equity held by Black Participants in the SPV (where multiple participants, specify for each Black Participant)									
ii. Anticipated value of Acquisition Debts of Black Participants in the SPV at end of Year 1 (where multiple participants, specify for each Black Participant). Where Black Ownership of a shareholder in the SPV is encumbered, this should be accounted for in this amount									
iii. Anticipated value of the SPV at end of Year 1									
<b>2. Management Control</b>		<b>Input</b>							
2.1 Economically Active Population being applied for calculations (National / Provincial) – if Provincial, please specify province for evaluation purposes (North West and KZN do not apply as SANParks does not operate in these provinces)									
<b>2.2 Board Participation</b>									
a) Total anticipated number of Board Members									
b) Anticipated number of voting rights in the hands of the following Board Members:									
i. Black People									
ii. Black Women									
c) Total anticipated number of Executive Directors									
d) Anticipated number of:									
i. Black Executive Directors									
ii. Black Female Executive Directors									
<b>2.3 Other Executive Management</b>									
a) Total anticipated number of Other Executive Management									
b) Anticipated number of:									
i. Black Executive Managers									
ii. Black Female Executive Managers									
<b>2.4 Management (Senior, Middle and Junior)</b>									
Level of Management	Number of Proposed Employees per Group								
	African Male	African Female	Coloured Male	Coloured Female	Indian Male	Indian Female	White / Foreign Male	White / Foreign Female	Total
Senior Management									
Middle Management									
Junior Management									
<b>TOTAL</b>									

<b>2.5 Employees with disabilities</b>									
a) Total anticipated number of employees anticipated to be on payroll									
b) Anticipated number of Black Employees with disabilities									
<b>3. Skills Development</b>									<b>Input</b>
<b>3.1 Skills Development Expenditure</b>									
a) Anticipated Leviable Amount (total payroll amount)									
b) Anticipated Skills Development expenditure									
c) Anticipated Skills Development expenditure on Black People:									
<b>Skills Development Expenditure (Rands)</b>	<b>African Male</b>	<b>African Female</b>	<b>Coloured Male</b>	<b>Coloured Female</b>	<b>Indian Male</b>	<b>Indian Female</b>	<b>White / Foreign Male</b>	<b>White / Foreign Female</b>	<b>Total</b>
d) Anticipated Skills Development expenditure on Black People with Disabilities									
<b>Note:</b> Provide an overview on the Skills Development Plan referring to the investment in skills development initiatives through both external training providers and the quantifiable costs of accredited internal training programmes.									
<b>3.2 Learnerships, Apprenticeships and Internships</b>									
a) Total anticipated number of employees anticipated to be on payroll									
b) Participation in Learnerships, Apprenticeships and Internships paid for by the SPV:									
<b>Anticipated Number of Learnerships, Apprenticeships and Internships</b>	<b>African Male</b>	<b>African Female</b>	<b>Coloured Male</b>	<b>Coloured Female</b>	<b>Indian Male</b>	<b>Indian Female</b>	<b>White Male</b>	<b>White Female</b>	<b>Total</b>
Employees									
Unemployed Learners									
c) Anticipated percentage of Black People to be absorbed at the end of the Learnership, Internship or Apprenticeship									
<b>4. Enterprise and Supplier Development</b>									<b>Input</b>
<b>4.1 Preferential Procurement</b>									
a) Anticipated Total Measured Procurement Spend in Rands									
b) Anticipated value of B-BBEE procurement spend (in Rands) with:									
i. Empowering Suppliers									
ii. Empowering Suppliers that are Qualifying Small Enterprises									
iii. Exempted Micro Enterprises									
iv. Empowering Suppliers that are at least 51% Black Owned									

v. Empowering Suppliers that are 30% Black Women Owned	
<b>Note:</b> Where possible, provide details for Black Enterprises or Black People targeted for subcontracting and procurement.	
<b>4.2 Supplier Development</b>	
a) Anticipated Net Profit After Tax (NPAT) in Rands	
b) Anticipated value of Supplier Development contributions in Rands	
<b>Note:</b> Where possible, provide planned qualifying Supplier Development contributions / activities.	
<b>4.3 Enterprise Development</b>	
a) Anticipated value of Enterprise Development contributions in Rands	
<b>Note:</b> Where possible, provide planned qualifying Enterprise Development contributions / activities.	
b) Bonus point anticipated for graduation of one or more qualifying Enterprise Development beneficiaries to graduate to the Supplier Development level	
c) Bonus point anticipated for creating one or more jobs directly as a result of qualifying Supplier Development and Enterprise Development contributions by the measured entity	
<b>5. Socio-economic Development</b>	<b>Input</b>
<b>5.1 Socio-economic Development contributions</b>	
a) Anticipated value of Socio-economic Development contributions	
<b>Note:</b> Where possible, provide planned qualifying Socio-economic Development contributions / activities.	
<b>5.2 Status as a TOMSA levy collector</b>	
a) If "Yes", the TOMSA levy contributor certificate must be provided, or if the SPV intends to become a TOMSA levy collector, a commitment must be given, which will be binding if the Bidder is successful	

### 26.3.5.2 Qualifying Small Enterprises

All supporting information relates to the SPV that will be formed for the PPP opportunity.

<b>1. Ownership</b>	<b>Input</b>
<b>1.1 Voting Rights</b>	
a) Percentage of voting rights in the hands of:	
i. Black People	
ii. Black Women	
<b>1.2 Economic Interest</b>	
a) Percentage economic interest in the hands of:	
i. Black People	
ii. Black Women	

b)B-BBEE certificates of all shareholders (for EMEs and for QSEs (with black ownership above 51%), as per the Tourism Sector Code, a sworn affidavit or certificate issued by Companies and Intellectual Property Commission (CIPC) will suffice)	
<b>1.3Realisation Points</b>	
a) Net value:	
If Equity held by Black Participants is unencumbered (debt free) and meets the minimum targets, or if 30% or more of the shares held by Black Participants are unencumbered, full points will be scored. A statement to confirm this is required for evaluation purposes. <b>OR</b>	
If shares held by Black Participants are encumbered, the following should be provided to verify the anticipated Net Value at the end of Year 1:	
i. Anticipated value at the end of Year 1 of the Equity held by Black Participants in the SPV (where multiple participants, specify for each Black Participant)	
ii.Anticipated value of Acquisition Debts of Black Participants in the SPV at end of Year 1 (where multiple participants, specify for each Black Participant). Where Black Ownership of a shareholder in the SPV is encumbered, this should be accounted for in this amount	
iii.Anticipated value of the SPV at end of Year 1	
<b>2.Management Control</b>	<b>Input</b>
<b>2.1Executive Management</b>	
a) Total anticipated number of Executive Management	
b) Anticipated number of:	
i.Black Executive Managers	
ii.Black Female Executive Managers	
<b>2.2Management (Senior, Middle and Junior)</b>	
a)Total anticipated number of Senior, Middle and Junior Management	
b) Anticipated number of:	
i.Black Employees in Senior, Middle and Junior Management	
ii.Black Female Employees in Senior, Middle and Junior Management	
<b>2.3Employees with disabilities</b>	
a) Total anticipated number of employees anticipated to be on payroll	
b) Anticipated number of Black Employees with disabilities	
<b>3.Skills Development</b>	<b>Input</b>
<b>3.1Skills Development Expenditure</b>	
a) Anticipated Leviable Amount (total payroll amount)	

b) Anticipated Skills Development expenditure	
c) Anticipated Skills Development expenditure on Black People	
d) Anticipated Skills Development expenditure on Black Females	
<b>Note:</b> Provide an overview on the Skills Development Plan referring to the investment in skills development initiatives through both external training providers and the quantifiable costs of accredited internal training programmes.	
<b>3.2 Learnerships, Apprenticeships and Internships</b>	
a) Total anticipated number of employees anticipated to be on payroll	
b) Anticipated number of Black People that will participate in Learnerships, Apprenticeships and Internships paid for by the SPV	
c) Anticipated percentage of Black People to be absorbed at the end of the Learnership, Internship or Apprenticeship	
<b>4. Enterprise and Supplier Development</b>	<b>Input</b>
<b>4.1 Preferential Procurement</b>	
a) Anticipated Total Measured Procurement Spend in Rands	
b) Anticipated value of B-BBEE procurement spend (in Rands) with:	
i. Empowering Suppliers	
ii. Empowering Suppliers that are at least 51% Black Owned	
<b>Note:</b> Where possible, provide details for Black Enterprises or Black People targeted for subcontracting and procurement.	
<b>4.2 Supplier Development</b>	
a) Anticipated Net Profit After Tax (NPAT) in Rands	
b) Anticipated value of Supplier Development contributions in Rands	
<b>Note:</b> Where possible, provide planned qualifying Supplier Development contributions / activities:	
<b>4.3 Enterprise Development</b>	
a) Anticipated value of Enterprise Development contributions in Rands	
<b>Note:</b> Where possible, provide planned qualifying Enterprise Development contributions / activities.	
<b>5. Socio-economic Development</b>	<b>Input</b>
<b>5.1 Socio-economic Development contributions</b>	
a) Anticipated value of Socio-economic Development contributions	
<b>Note:</b> Where possible, provide planned qualifying Socio-economic Development contributions / activities.	
<b>5.2 Status as a TOMSA levy collector</b>	
a) If "Yes", the TOMSA levy contributor certificate must be provided, or if the SPV intends to become a TOMSA levy collector, a commitment must be given, which will be binding if the Bidder is successful	

## 26.3.6 Milestones and Targets Going Forward

26.3.6.1 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.

26.3.6.2 The milestones and targets of the *Tourism B-BBEE Charter and Scorecard* could thus be amended from time to time and the provisions of this Section and PPP Agreement would be modified accordingly. The Private Party would receive notification of such amendments and be provided a maximum transitional period of one year for the SPV to address the amendments.

## 26.3.7 External B-BBEE Verification

26.3.7.1 Following signature of the PPP Agreement:

26.3.7.1.1 *for SPVs qualifying as Large Enterprises and QSEs (as per SANParks' B-BBEE requirements), the Private Party shall appoint a reputable external verification agency to determine the SPV/s B-BBEE status, as per the B-BBEE Proposal. A copy of such an independent verification certificate shall be provided to SANParks within 15 (fifteen days) after the end of each Financial Year of the SPV. The B-BBEE Verification Certificate will categorise the SPV/s according to their contribution to B-BBEE, as per the requirements of the B-BBEE Proposal.*

26.3.7.1.2 *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.*

26.3.7.2 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.

26.3.7.3 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.

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## 27. SECTION 7 – PPP FEE OFFER

### 27.1 Important note to Bidders

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 B-BBEE proposals).

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

### 27.2 Form of Letter

To: South African National Parks

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

(a) the minimum PPP fee and

(b) the Variable PPP Fee, expressed as a percentage of aggregate gross revenue as defined in the PPP agreement for the relevant project year.

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

	MINIMUM PPP FEE	
	Per month	Per annum
Karoo	R 21,200	R 254,400
Mountain Zebra	R 5,000	R 60,000

The Variable PPP Fee bid by [name of bidder] is \_\_\_\_\_[percentage]% of gross revenue. [Name of bidder] hereby warrants that the committed minimum PPP fee and the Variable PPP Fee shall be included in the PPP agreement, if accepted by SANParks.

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

	Year 1	Year 2	Year 3	Year 4	Year 5	Year ..	Year ..*
Gross revenue (net of VAT)							
Percentage of gross revenue due as							

	Year 1	Year 2	Year 3	Year 4	Year 5	Year ..	Year ..*
Variable PPP Fee (same for each year)							
<b>PPP fee due</b> Minimum PPP fee or Variable PPP Fee, whichever is greater							

\* Adapt for the term of the PPP.

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

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**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](http://www.sanparks.org).

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## Annexures

### 29. ANNEXURE 1 – BID COVER SHEETS

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

**Bid for the retail and restaurant opportunities in the Karoo and Mountain Zebra National Parks through a PPP Agreement (ORIGINALS).**

**ENVELOPE 1: TECHNICAL BIDS**

Name of bidder:

Postal address:

Street address:

Telephone:

Cell phone:

Fax:

Contact person:

Email address:

Signature of bidder:

Date:

Capacity under which bid is signed:

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

**Bid for the retail and restaurant opportunities in the Karoo and Mountain Zebra National Parks through a PPP Agreement (ORIGINALS).**

**ENVELOPE 2: PPP FEE OFFER AND B-BBEE SUBMISSION**

Name of bidder:

Postal address:

Street address:

Telephone:

Cell phone:

Fax:

Contact person:

Email address:

Signature of bidder:

Date:

Capacity under which bid is signed:

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

### 30. ANNEXURE 2 - ACCEPTABLE WORDING OF BID AND DEVELOPMENT BOND

To: South African National Parks

[Name of bidder] (“the bidder”) is to submit to SANParks a bid to enter into PPP agreement with SANParks for the purpose of managing and operating restaurant and retail facilities in Karoo National Park and Mountain Zebra National Park.

And you require the bidder to include in the bid a bid bond for the amount of R 157,200 ;

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 R 157,200, upon any or all of the following occurrences:

- any material misrepresentation made by the bidder in its bid submission or any other information and documentation submitted by it under the request for qualifications or the request for proposals;
- the withdrawal or modification of its bid during the period of bid validity;
- failure by the preferred bidder to furnish the required performance bond under the PPP agreement in accordance with the provisions of the PPP agreement.

This bid bond shall be valid until operation commences which should not be more than 18 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 \_\_\_\_\_

**Please note:** The Bid Bond will be replaced by a Performance Bond once operation commences to the amount equal to R 471,600 (Vat excl) and will be increased yearly on 1 April with CPI.