



REQUEST FOR PROPOSALS

Request for proposals issued by South African National Parks in respect of the Bush Braai Facility PPP Opportunity in the Addo Elephant National Park (AENP)



IMPORTANT NOTICE

This Request for Proposals (RFP), incorporating all its attachments, has been produced by South African National Parks, in connection with the Bush Braai Facility in the Addo Elephant National Park

No representation or warranty, express or implied, is made, or responsibility of any kind is or will be accepted, by South African National Parks, with respect to the accuracy and completeness of the RFP, and any liability in connection with the use by any interested party of the information contained in this RFP is hereby disclaimed.

The RFP is provided to the recipient to assist in making its own appraisal of the PPP opportunities presented herein and in deciding whether to submit a proposal in connection with the opportunities. However, this RFP is not intended to serve as the basis for an investment decision on the opportunity, and each recipient is expected to make such independent investigation and to obtain such independent advice, as he or she may deem necessary for such a decision.

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

NOVEMBER 2021

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1. INTRODUCTION

1.1 This Request for Proposals ("the RFP") is issued by South African National Parks ("SANParks") in accordance with the guidelines for Public Private Partnerships ("PPPs") contained in National Treasury's Tourism PPP Toolkit, and in compliance with Treasury Regulation 16 issued in terms of the Public Finance Management Act 1999.

1.2 SANParks is looking to source operators for the Bush Braai Facility from the Addo Elephant National Park (AENP).

1.3 It is intended that by SANParks entering into the PPP with a Private Party, SANParks will generate additional revenue through PPP fees paid to SANParks by the Private Party, while enabling SANParks to focus on its core activity of conservation. It is intended that the Private Party in compliance with strict environmental standards maintained by SANParks will develop the project. In keeping with SANParks' objectives, particular attention will be paid to the implementation of broad-based Black Economic Empowerment ("B-BBEE"), particularly those from local communities adjacent to the Parks. In addition, private operators will have to respect existing SANParks regulations regarding protection of the environment.

1.4 Value-for-Money Objectives

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

- Revenue generation: The Private Party will pay a monthly PPP fee to SANParks in exchange for the right to operate the Bush Braai Facility from the AENP;
- Job Creation;
- B-BBEE; and
- Tourism promotion through professional service rendered to guests visiting the AENP.

2. GENERAL RULES OF THE TENDER

- 2.1 This RFP supersedes all other SANParks communications to Bidders about this PPP opportunity and the rules and conduct of the bid.
- 2.2 No verbal discussion with any staff or advisor of SANParks can change, add to or clarify any of the terms and conditions contained in this RFP. Bidders should only rely on written changes, additions or clarifications from duly authorised staff of SANParks, circulated to each bidder. E-mail communications from SANParks to Bidders will count as written communication.
- 2.3 SANParks reserves the right to modify the timetable in Article 18 or otherwise amend, supplement or clarify the RFP at any time. SANParks may cancel the bid at any time without prior notice, and may disqualify any bidder as provided for in this RFP. SANParks shall not incur any liability whatsoever in exercising any rights in this Article 2.3 or otherwise granted in this RFP or available under the laws of the Republic of South Africa.
- 2.4 The bid will be conducted in accordance with, and shall be governed by the laws of the Republic of South Africa and this RFP.
- 2.5 Bids and all correspondence and documents relating to Bids shall be in the English language.
- 2.6 The submission of a Bid by a Bidder implies full knowledge and acceptance of, and submission to, all the terms and conditions set out in this RFP, the PPP Agreement and under the applicable laws of the Republic of South Africa.
- 2.7 Bidders shall be responsible for all costs, expenses and losses incurred by them in the preparation and submission of Bids or otherwise in connection with the Tender. SANParks will not compensate Bidders for any such costs, expenses or losses, regardless of the outcome of the Tender.
- 2.8 Each Bidder must appoint one or more duly authorised representatives (“Legal Representatives”), mandated by an executive decision of the project company and legal power of attorney to represent the Bidder.

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 shareholders. SANParks requires that Interested Parties create a newly formed special purpose vehicle (SPV) for bidding purposes. 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 the 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 1 A - Qualification submission in relation to the Qualification Criteria;
- 3.6.2 Submit to SANParks the information set out in Section 1B – Qualification submission in relation to the company, unincorporated joint venture or trust and its shareholders, partners of beneficiaries; and

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- 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 SPVs competing for the same bid package.

4. THE PPP OPPORTUNITY

The PPP opportunity entails the following;

- 4.1 Exclusive rights to develop and operate the Bush Braai Facility in the AENP.
 - 4.1.1 **Morning drives and bush breakfast:** commences at 06h00 for game drives lasting approximately two hours, followed by a stop / break for a bush breakfast at the identified bush site. The activity is anticipated to end by 10h30 and the operator is expected to exit the gate by 11h00;
 - 4.1.2 **Night drives and bush braai/dinner:** commences at 16h00 for game drives lasting approximately two hours before guests break for a bush braai / dinner at the identified bush site. The activity is anticipated to end by 21h30 and the operator is expected to exit the gate by 22h00;
 - 4.1.3 In light of the above, the Private Party will set up a dining layout in the boma to accommodate 40 guests with chairs, tables, lanterns and fire pits for the bush theme and ambience;
 - 4.1.4 Pax of 40 guests will be permitted per activity; and
 - 4.1.5 4 of the 10 seater Open Safari Vehicle will be permitted for this opportunity
- 4.2 Bidders are requested to be mindful to support socio-economic empowerment programmes and ensure that their supplies are locally sourced, with a focus on small, medium and micro enterprises.
- 4.3 Subleasing or subletting of space and products and services shall not be permitted.

5. QUALIFICATION CRITERIA

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

6. SITE VISITS, DUE DILIGENCE AND BIDDERS CONFERENCE

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

- 6.2 The following site visits will be arranged (refer table below)

Site	Date	Time
AENP	30 November 2021	09h00

- 6.3 The site visit is highly recommended, as this will inform Bidders of challenges and opportunities that may or may not have an impact on the feasibility studies conducted by Bidders and will further serve to ensure the accuracy of viabilities conducted for the opportunity.
- 6.4 Please note that traveling and accommodation costs for this visit will be for the bidders own account.
- 6.5 Each Bidder shall be solely responsible for its own due diligence investigation of the investment opportunities, the proposed PPP Agreement terms and all matters relating to this RFP. It is advisable that bidders understand the unique market that visits the National Parks. Neither SANParks nor any of their respective officers, employees, agents or advisers makes any representation or warranty, express or implied, concerning any matter affecting the concession opportunities, except for the representations and warranties of SANParks that will be set out in the PPP Agreement.
- 6.6 No verbal agreement or conversation with, nor any verbal clarification from, any officer or employee of SANParks or any of their advisers shall affect or modify any of the terms and

conditions contained in this RFP. Only written amendments, supplements or clarifications to this RFP from duly authorised Staff of SANParks, circulated to each Bidder, should be relied upon as authorised. For the purposes of this Article 6.6, communications sent from duly authorised staff of SANParks to Bidders via electronic mail shall be deemed as communications in writing.

6.7 A bidder's site visit and conference will be held on 30 November 2021 and 6 December 2021 respectively.

6.8 All interested parties are required to register for the site visit and bidders conference on or before 26 November 2021 by sending their names, contact telephone, fax and e-mail address to Banele Malie on e-mail: Banele.malie@sanparks.org.

6.9 Contact for Due Diligence-related Matters

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

Mr Banele Malie

Tel: (012) 426-5355

Cell: 078 048 6993

E-mail: banele.malie@sanparks.org

7. PPP AGREEMENT

7.1 A draft PPP Agreement will be included in the Tender Documents.

7.2 SANParks reserves the right to modify or otherwise amend, supplement or clarify the PPP Agreement at any time. SANParks shall not incur any liability whatsoever in exercising any rights in this Article 7.2 or otherwise granted in this RFP, PPP Agreement or available under the laws of the Republic of South Africa.

8. BID DATE

- 8.1 Hard copies of the bid must be submitted to the Project Officer, Banele Malie, South African National Parks, 643 Leyds Street, Muckleneuk, Pretoria, before 11:00 on 25 February 2022(the “Bid Date”).
- 8.2 Submissions delivered after 11:00 on 25 February 2022 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 (B-BBEE) 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 “Functionality - original” on the outside and shall contain all the non-financial aspects of the Submission as well as the B-BBEE Proposal (“Functionality”). The contents of the Functionality Bid shall consist of:
- 9.3.1 Original of the Qualification Criteria, in the format given in Section 1A - Qualification Submission;
 - 9.3.2 Original of the Bidder Information, in the format given in Section 1B – Information on Bidders;
 - 9.3.3 Original 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 Plan, in the format given in Section 4 – Environmental Plan;

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- 9.3.6 Original of the 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 Obligations;
- 9.3.8 A signed copy of the final form PPP Agreement (including all the relevant sections), with each page initialed by the duly authorized representative and compliant with the format set out in Section 8 – PPP Agreement;
- 9.3.9 A Bond (which will serve as both Bid Bond and Performance Bond) from a reputable bank in a form substantially similar to that set out in Section 10 – Bond;
- 9.3.10 Private Party must ensure compliance with their tax obligations.
- 9.3.10.1 Private Party are required to submit their unique personal identification number (PIN) issued by SARS to enable SANParks to view the taxpayer’s profile and tax status.
- 9.3.10.2 Private Party must also submit a Tax Compliance Status (TCS) certificate/ PIN together with the bid.
- 9.3.10.3 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN.
- 9.3.11 **VERY IMPORTANT**: An electronic copy containing all the Sections (clearly marked) of the bid submission should be submitted on USB disk. The Sections should be in non-edited PDF form and will be used for evaluation purposes. Please note that the PPP fee offer should NOT be disclosed anywhere on the USB in electronic format..
- 9.4 The **second envelope** shall be clearly marked “B-BBEE and PPP Fee Offer” on the outside and will only be opened and evaluated if the minimum threshold for functionality is met. The contents of this Envelope shall be the current B-BBEE status of the 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 are not allowed unless requested as part of the PPP Fee Offer Format.

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- 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 9 attached to the front of each envelope.
 - 9.6 All information provided in the bid must be valid for 120 business days from the Bid Date.
 - 9.7 Submitting a bid implies that the 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 from all the bids. The unopened Financial Envelopes will be locked away in the safekeeping until they are opened once evaluation was completed.
- 10.2 The Functionality Envelopes will be opened by members of a bid evaluation committee representing SANParks in the presence of SANParks' project officer.
- 10.3 Functionality elements will be evaluated and scored according to the procedure set out in Articles 11 to 14 below.

11. INCOMPLETE BIDS

- 11.1 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.
- 11.2 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.
- 11.3 A bid that is not complete or requires clarification may be disqualified without a request for further information. This is SANParks' decision.

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- 11.4 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.

12. BID EVALUATION METHODOLOGY

- 12.1 The three main elements of the bid and the two-Envelope system:
- 12.1.1 Bids will be evaluated on three main elements: Functionality, B-BBEE and the PPP Fee Offer.
- 12.1.2 Envelope 1 is for the Functionality and is opened first. Bidders must score at least 75% for functionality (Please note that functionality will contain a section that outlines the B-BBEE plans for the SPV and will be scored as part of Functionality).
- 12.1.3 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 **12.1.2** is met.

13. HOW B-BBEE IS EVALUATED

- 13.1 B-BBEE will be evaluated in two ways:
- 13.1.1 as part of Functionality in which the Private Party SPV will outline their plans through the B-BBEE scorecard with targets per sub section, described in Section 6 – B-BBEE Obligations.
- 13.1.2 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.

14. 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 in order to pass. Functionality is made up of the elements and weights as outlined in Table 1: Sub-functionality weightings.

Elements	Finance and Capital Plan	Risk Matrix	Environmental Plan	Business, Ops and Design Plan	B-BBEE Proposal
Weight	20%	10%	15%	35%	20%
Minimum threshold	50%	50%	50%	50%	As per the B-BBEE Proposal

Table 1: Sub-functionality weightings

The following outlines the objective of each element:

14.1 Financing and Capital plan

14.1.1 A bidder is expected to provide financing information in line with the format that is outlined in the Sections of this RFP.

14.1.2 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.

14.1.3 The Financing and Capital Plan weighting is outlined in Table 1: Sub-functionality weightings.

14.2 Business, Operational and Design plan

14.2.1 A bidder is expected to provide a Business, Operational and Design Plan in line with the format that is outlined in the Sections of this RFP.

14.2.2 The purpose of the evaluation of the Business, Operational and Design Plans is to ensure that the bidder has fully developed all business aspects of the proposed project, and is proposing credible schemes which are based on generally accepted business principles applicable to tourism projects, and which are in line with SANParks' specifications given in this RFP.

14.2.3 The Business, Operational and Design Plan weighting is outlined in Table 1: Sub-functionality weightings.

14.3 Environmental plan

14.3.1 SANParks shall review and evaluate the Environmental Plans submitted by bidders in line with the format that is outlined in the Sections of this RFP.

14.3.2 The purpose of the evaluation of environmental plans is to ensure that bidders understand and have fully planned for the prevailing environmental issues that apply to the investment area, comply with minimum standards of responsible tourism and have factored those issues into their plans.

14.3.3 The Environmental Plan weighting is outlined in Table 1: Sub-functionality weightings.

14.4 Risk Matrix

14.4.1 A bidder must indicate the extent to which the bid complies with the risk allocation of the risk allocation of the risk matrix given in the Sections of this RFP.

14.4.2 The Risk Matrix weighting is outlined in Table 1: Sub-functionality weightings.

15. B-BBEE AND FINANCIAL BIDS (ENVELOPE 2)

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

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

15.1.2 The following table outlines the final score weightings for this PPP Opportunity:

PPP fee	B-BBEE
80%	20%

15.2 Bidder’s existing B-BBEE rating

15.2.1 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:

15.2.1.1 **This opportunity has been ring-fenced for EMEs and QSEs (with a turnover of R10 million or below) only.**

15.2.1.2 For Qualifying Small Enterprises (QSE) with less than 51% black ownership, a SANAS Accredited B-BBEE certificate must be provided.

15.2.1.3 For Qualifying Small Enterprises (QSE) with at least 51% ownership, a sworn affidavit can be provided.

15.2.2 For Emerging Micro Enterprises (EMEs), a sworn affidavit or CIPC EME certificate must be provided.

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

15.2.4 Bidders are required to submit their current B-BBEE status (verified by a B-BBEE certificate). The provisions of the Preferential Procurement Policy Framework Act, 2000 (“PPPFA”) Preferential Procurement Regulations 2017 will apply for the calculation of the score out of 20 for BBEE, as per the following table

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6

B-BBEE Status Level of Contributor	Number of Points
7	4
8	2
Non-compliant contributor	0

Table 2: PPPFA score split**15.3 PPP Fee Offer**

15.3.1 Under the PPP Agreement, the PPP fee income to SANParks shall be, as given in the Sections of the document, the higher of:

15.3.1.1 the Minimum PPP Fee increased annually by CPI; or

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

15.3.2 Each PPP Fee Offer will be inspected by SANParks 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.

15.3.3 The points for the PPP Fee Offer are calculated using the prescribed price formula in the regulations to the PPPFA. The maximum points will be awarded to the qualified 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.

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

15.4 Selection of preferred bidder

15.4.1 The functionality score is only used to pre-qualify the bidders and only bidders who achieved the 65% for functionality are considered in the final stage where B-BBEE and the PPP fee offer will be the determining factor.

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

15.4.3 The following outlines how the overall score (for all qualified bidders) will be determined:

<p>$a*(BEE\ score/100) + b*(PPP\ fee\ score/100) = c$</p> <p>a is the weighting for BEE as outlined in 15.1.2</p> <p>b is the weighting for PPP fee as outlined in 15.1.2</p> <p>c is the bidder's overall score</p>

15.4.4 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, with exception of the application of objective criteria.

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

15.4.6 Once ratified, the preferred bidder will be announced.

16. SIGNATURE AND EFFECTIVENESS OF PPP AGREEMENT

16.1 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.

16.2 The PPP Agreement becomes legally binding and enforceable from the Signature Date. Only after completion of certain Compliance Events, such as the following, can operation commence:

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

- 16.2.2 All employees registered for UIF and pension contributions registered by a registered pension fund; or
- 16.2.3 Any other requirements determined by SANParks.
- 16.3 PPP Fees becomes payable from the Effective Date as per the Effective Date definition defined in the PPP Agreement.

17. BOND (BID AND PERFORMANCE BOND)

- 17.1 At the time of submitting its Bid, each Bidder must submit a single Bond (“**Bid and Performance Bond**”) payable to SANParks per Bid Package. The Bond should be in the format prescribed in (**Section 10**)-Bond and amount as per the table below:

Opportunity	Bond Amount
Bush Braai Facility	R 120 000.00

- 17.2 The posting of the Bond is for the purpose of ensuring that all the Bidders present valid and serious bids, and that the Winning Bidder subsequently executes the PPP Agreement and conditions contained therein.
- 17.3 Bonds must be valid from Bid Submission until the expiry of the PPP Agreement. The Bonds of all Bidders can be collected from SANParks once the preferred bidder was announced.
- 17.4 Any of the following shall be grounds for the forfeiture of a Private Parties Bond:
- 17.4.1 Any material misrepresentation made by the Bidder in its Bid Submission, or any other information and documentation submitted by it under this RFP;
- 17.4.2 The withdrawal or modification of its Bid during the period of validity;
- 17.4.3 Any default or breach by the Private Party during the term of the agreement;
- 17.4.4 Any event caused by the Private Party that resulted in losses to SANParks; and
- 17.4.5 Failure by the preferred Bidder to furnish the required Performance Bond under the

PPP Agreement in accordance with the provisions of the PPP Agreement.

- 17.5 The Bond shall be callable upon first demand by SANParks in the event that one or more of the circumstances described at **Article 17.4** above has occurred. Forfeiture of the Bond shall not preclude SANParks from pursuing any other remedies it may have against the Bidder under the laws of South Africa.

18. TIMETABLE

The Tender shall take place in accordance with the timetable set out in this **Article 18**. SANParks reserves the right to modify the timetable at any time. SANParks shall not incur any liability whatsoever in exercising any rights in this **Article 18** or otherwise granted in this RFP or available under the laws of the Republic of South Africa.

EVENT	DATE
Public Advertisements	14 November 2021
Provide Information Memorandum, RFP and PPP Agreement to Interested Parties	14 November 2021
Registration for Bidders' conference and site visit	26 November 2021
Site Visits	30 November 2021
Registration for Bidders' Conference	3 December 2021
Bidders Conference	6 December 2021
Distribute minutes of Bidders' Conference(Questions & Comments)	15 December 2021
Submission of final written comments and questions	14 January 2022
Distribute final written comments and questions	24 January 2022
Tender Submission	25 February 2021
Bid Evaluation	March 2022

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

Banele Malie

P O Box 787

PRETORIA, 0001

643 Leyds Street

Muckleneuk, Pretoria

Telephone: (012) 426 5355

Facsimile: 086 242 3835

E-mail: [**banele.malie@sanparks.org**](mailto:banele.malie@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.

20. SECTION 1A – QUALIFICATION SUBMISSIONS

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

20.1 Financial Capacity

20.1.1 The turnover of the bidder should not be less than R500 000.00 per annum but should not exceed R 10 million per annum.

20.1.2 As the successful Bidder must be a Special Purpose Vehicle (SPV), it must demonstrate financial strength with reference to the asset value of its shareholders in proportion to their shareholding. The interested party must also demonstrate, to SANParks' satisfaction, that its shareholders are solvent. Audited or independently reviewed financial statements (or if the financial criteria are being met by companies which are privately held, and do not produce audited financial statements or independently reviewed financial statements, or by private individuals, then these companies or individuals must produce a statement of assets, with confirmation of ownership, certified by a qualified auditor), along with a letter confirming that the asset value exceeds the stipulated amount and that the shareholders are solvent, must be provided if demanded by SANParks in order to illustrate any assertion made by an interested party in this regard; and

20.1.3 In this opportunity, the Private Party must undertake to contribute 5% free equity directly to the Land Claimants Trust (as nominated by SANParks Socio Economic Transformation Department)

20.2 Financial Requirements

20.2.1 The Submitting Company shall submit audited or independently reviewed financial statements corresponding to the last two (2) years;

20.2.2 If the qualification criteria are being met by reference to any other companies, whether current or intended Shareholders or partners, then these companies must submit the same information.

20.2.3 If the financial criteria are being met by companies that are privately held, and do not produce audited financial statements or independently reviewed financial statements, or by private individuals, then these companies or individuals must produce a statement of assets, with confirmation of ownership, certified by a qualified auditor.

20.3 **Minimum B-BBEE level**

20.3.1 The bidder must be a **minimum Level Three Contributor** or above according to the provisions of the November 2015 Amended Tourism B-BBEE Code or where applicable, alternative Sector Codes or the Generic Codes of Good Practice, gazetted in terms of Section 9 (1) of the Broad Based Black Economic Empowerment Act No. 53 of 2003 as amended by Act 46 of 2013. Alternatively, **if** the bidder is majority black owned, then the bidder may be a minimum Level Four Contributor or above according to the above-mentioned provisions.

20.3.2 A bidder must submit proof of its B-BBEE status level of contributor through the submission of a SANAS accredited B-BBEE certificate or affidavit, as per the Amended Tourism B-BBEE Sector Code. This Sector Code applies to all enterprises within the Tourism Sector and all parts of its value chain.

20.3.3 For the duration of the PPP term, the SPV must maintain the applicable minimum contributor status level mentioned above.

20.4 **Tourism Experience**

20.4.1 The project is likely to require interested parties with substantial experience and expertise in the tourism market. Interested parties are therefore required to provide examples of projects conducted by the interested parties. If the interested party is an unincorporated SPV or new company incorporated for purposes of the PPP Opportunity, then it can meet this criterion with reference to the qualifications of any one of its parent shareholder, if the shareholder holds at least 30% of the total equity in the proposed SPV or company that will undertake this PPP opportunity.

20.4.2 The Private Party must have been operational in the game drive and catering industry for at least 3 years.

20.4.3 Number of functional facilities: Operate at least one (1) game drive facility and catering outlet that offers breakfast and supper.

20.5 **Tourism Track Record**

20.5.1 The qualifying tourism Operator(s) or individuals, shareholders or partners, of each Submitting Company, who are being used to meet the criteria regarding tourism experience must provide a general description of the Tourism facilities and services they have operated, including, (i) the number of years in active existence; and (ii) the nature of the catering outlet and game drive facility.

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

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

In order to limit risk to SANParks the creation of a special purpose vehicle (SPV) on operational level is required. Where the bidding party will directly or indirectly be the operator, the bidding party will be required to form a specific company, or special purpose vehicle (SPV), for the purposes of this PPP opportunity (the SPV must be established prior to signature of the PPP Agreement). 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 Tax compliance status:
- 21.2.1 Bidders must ensure compliance with their tax obligations.
 - 21.2.2 Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable SANParks to view the taxpayer’s profile and tax status.
 - 21.2.3 Bidders must also submit a Tax Compliance Status (TCS) certificate together with

the bid.

- 21.2.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN.
- 21.3 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.
- 21.4 An original signed version of the PPP Agreement including all the relevant sections of the Bid Submission to be included in the PPP Agreement, with each page initialled by the duly authorised representative.
- 21.5 An original Bid Bond from a reputable bank in a form substantially similar to that set out in **Annexure 10 – Bond**.

22. SECTION 2 – FINANCING AND CAPITAL PLAN

In this PPP opportunity, Financing and Capital Plan comprises of 20% of the Functionality score;

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; (weighting 10%)

22.1.2 Outline ability to source suitable funding to perform under the PPP Agreement; (weighting 20%)

22.1.3 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 (weighting 20%)

22.1.4 A cash flow forecast (net of VAT) for the proposed term (number of years) of the PPP Agreement. This may be in a spread sheet format of the bidder's choice, but must at least present the following: (weighting 50%)

	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						
Total cash inflow (A)						
Cash outflows						
Project costs and start-up expenses						
Salaries, wages and staff costs						

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

22.2 Based on the cash-flow forecast, indicate the viability of the model with particular reference to the areas below;

22.2.1 Turnovers;

22.2.2 Gross and operating margins; and

22.2.3 Fixed, variable and semi variable costs.

23. SECTION 3 – BUSINESS, OPERATIONAL AND DESIGN PLAN

In this PPP opportunity, Business, Operational and Design plan comprises of 35% of the Functionality score;

The following outlines the evaluation criteria that will be used:

23.1 Background of the operator – weighting (20%)

23.1.1 Provide information on your current operations and the markets that you have catered for whilst in the game drive and catering business. (Sub-weighting 60%)

23.1.1.1 Provide statistics of both the international and domestic market pre the Covid-19 Pandemic _ (sub weighting 40%)

23.1.2 Outline your cooking experience for tourists – Catering business (20%)

23.1.2.1 Do you have any of the following; Guest house, Bed and Breakfast, Lodge, Restaurant, catering for tourists and public on a daily basis (Y/N) – (choose one that applies) (40%)

23.1.2.2 Have you catered for picnic groups or adventure groups in remote areas? (with no access to temp staff, challenges related to basic services and logistics, etc.) (Y/N). If yes, please elaborate (40%)

23.1.2.3 Does the meal includes breakfast and supper (Y/N) (20%)

23.1.3 Outline your game drive experience (20%)

23.1.3.1 Have you taken tourists on game drive (Y/N) (40 %) if yes, please indicate the frequency and duration

23.1.3.2 Experience in running OSV-game drives in any National Park, game reserves or any nature-based facility in South Africa. (Y\N) If yes, please indicate the number of years. (60%)

23.2 Operational Plan – weighting (20%)

23.2.1 Menu - 40%

23.2.1.1 Outline how the menu will be provided for this facility (sub-weighting 30%)

-
- 23.2.1.2 Does the menu sufficiently allow for options/tastes? (10%)
- 23.2.1.3 Does the menu allow for dietary options, i.e. vegetarian (10%)
- If no, will you adapt if this is required?
- 23.2.1.4 Will the food presentation to be in line with the bush braai concept – outline concept (10%)
- 23.2.1.5 Does the menu contain at least the following options: (10%)
- Braai options which includes boerewors, white and red meat
 - Bakery options
 - Dessert, i.e (Malva pudding etc)
 - Pap, sheba
 - Salad
- 23.2.1.6 Does the bush breakfast include the options (eggs, sausages, bacon, viennas and cereal package of cornflakes, muesli fruit breakfast salad, and fresh milk and yoghurt) (10%)
- 23.2.1.7 Will you provide a selection of coffees, teas and cold beverages including alcohol (licence is required for this purpose) (10%)
- 23.2.1.8 Do you undertake to have a liquor licence once you commence with operations of the bush braai product. (10%)
- 23.2.3 Site Plan – (30%)
- 23.2.3.1 Submit a site layout plan with reference to at least the following; Dining section, Food preparation section, Drink \beverage section, Fire pits locations, Enviro loo section and Vehicle parking section (80%)
- 23.2.3.2 Outline initiatives to cater for people with disabilities i.e. (wheel chairs, blinds, deaf, walk in crutches etc.) (20%)
- 23.2.4 Décor Plans – (30%)
- 23.2.4.1 Outline plans to make the site attractive and to adapt décor to compliment the

bush braai Site (100%)

23.3 Marketing Reach and Turnover – weighting (10%)

- 23.3.1 Outline strategies to attract international and domestic visitors to the Bush Braai Product (70%)
- 23.3.2 Outline Initiatives of optimizing turnover (complement products) – biltong, nuts, storytelling, star gazing adventures - movable etc.) (30%)

23.4 Logistical Plans (10%)

Operator must outline logistical plans of the following;

- 23.4.1 Catering: logistical plans from the business store warehouse - to the Park's bush site area, which involves (Food, Drinks and Equipment etc.) (30%)
- 23.4.2 Staff\Employees: outline timetable schedules for the transport of staff from the store warehouse to the Park's bush site and their return. (30%)
- 23.4.3 Guests\Tourists: interlink of the guests' bookings, guests' pick-ups, drives, bush breakfast\ braai, return plan and timetable schedule. (40%)

23.5 Regulations and Qualifications (10%)

The Private Party should demonstrate the following;

- 23.5.1 Commitment to comply with the South African Tourism Association regulations (SATSA). (30%);
- 23.5.2 Provide a trained and skilled Guide with the following qualifications; (40%)
- 23.5.2.1 Cathsseta qualification TGSP02 Level 2 nature site guiding; (25%)
- 23.5.2.2 First Aid level 1 certificate; (25%)
- 23.5.2.3 Valid driver's license for vehicle being used; (25%)

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

23.5.3 Field Ranger Skills Program (NQF level 2) and Rifle handling at National Qualification Framework. (30%)

23.6 Road Safety initiatives (15%)

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

23.6.1 Road Assistance Plans (60%)

23.6.2 Emergency Response Plans (30%)

23.6.3 Other safety initiatives (10%)

23.7 Maintenance schedule (5%)

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

23.8 Existing processes (10 %)

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

23.8.2 Please provide training plans of staff that shall be employed for the operations and duration of the bush braai product (20%)

24. SECTION 4 – ENVIRONMENTAL PROPOSAL

In this PPP opportunity, the Environmental Plan comprises of 15% of the Functionality score.

24.1 Environmental responsibility

24.1.1 The Private Party undertakes to have an active role and play in Responsible Tourism for operations in National Parks

24.1.2 The Private Party undertakes to conduct, manage and carry out the Project at all times in an environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a proclaimed National Park.

24.1.3 The Private Party undertakes to take all reasonable steps in conducting of the Project to prevent and limit the occurrence of any Environmental or health hazards and to ensure the health and safety of the Private Parties and the public.

24.2 Regulatory Provisions

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

24.2.2 The Private Party undertakes to comply with its statutory duties in terms of the Environmental Laws and to take reasonable measures to prevent pollution or degradation from occurring, continuing or recurring or, in so far as such harm to the Environment is authorised by SANParks, to minimise and rectify such pollution or degradation of the Environment.

24.2.3 Acknowledges that the terms and conditions set forth in the Environmental Guidelines are subject to amendment

24.2.4 Comply with amended Environmental Guidelines.

24.2.5 The Private Party must comply at all times with SANParks Environmental Guidelines as they may change from time to time.

24.3 **Environmental impact**

24.3.1 The Private Party must bring to the attention of SANParks any matter which may, in its view, have a detrimental impact on the Environment within AENP Bush Braai Facility and the Protected Area.

24.3.2 The Private Party must subscribe to the South African Seafood Initiative (SASSI) and only sell/include fish on the menu with green status or SASSI certified.

24.4 **Code of Conduct**

24.4.1 The Private Party undertakes to induct all staff employed on the South African National Parks' code of conduct.

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

24.5 **Water Management and Guidelines**

24.5.1 Water conservation measures must be implemented by the Private Party in the design and implementation of their operations by undertaking on the following practises;

24.5.1.1 Monitor the use of water;

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

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

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

24.6 **Energy use**

24.6.1 The Private Party undertakes to :

24.6.1.1 Measure energy use and continuously aim to implement measures to reduce energy usage until optimal levels are reached;

24.6.1.2 Monitor the use of energy;

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

24.6.1.4 Set energy usage targets (monitored weekly/monthly) and manage these targets;

24.7 Waste Management

24.7.1 Liquid Wastes also includes to sewerage as well as grey water;

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

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

24.7.1.3 The Private Party undertakes to implement waste procedures that optimise the principles of waste reduction and waste recycling and ensures that the end product do not pollute the environment;

24.7.2 Solid Wastes

24.7.2.1 The Private Party undertakes to manage all waste that are generated in such a way that direct and indirect impacts are kept to a minimum.

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

24.7.2.2.1 Manage solid waste from source to disposal;

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

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

24.7.2.3.1 Hazardous Waste Policy: The Hazardous Waste Policy defines procedures that the Private Party will implement to manage any hazardous waste, to ensure that it is firstly minimised, but also that it is stored and discarded in a safe and legal way.

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

-
- 24.7.2.4.1 Minimise solid waste production at all sources, by striving for the minimisation of all waste.
- 24.7.2.4.2 Maximise the recycling of solid waste. Glass, tin, paper and cardboard must be sorted on site for recycling, while actual recycling will take place off site at the authorised waste disposal site.
- 24.7.2.4.3 All waste must be removed to the respective approved camp waste disposal site and incinerator for disposal and recycling. The dumping and disposal of waste other than at the authorised waste site is strictly prohibited and failure to comply may result in a penalty.
- 24.7.2.4.4 Waste storage and sorting areas must be properly constructed and maintained. Back-of-house waste cages and waste storage areas must remain clean and secure from problem animals.
- 24.7.2.4.5 Waste storage areas must remain visually hidden from visitors to the park.
- 24.7.2.4.6 Packaging and containers given to visitors to the park must be environmentally friendly, bio-degradable and recyclable.
- 24.7.2.4.7 The distribution of plastic bags to guests is strictly prohibited and only brown paper bags are allowed to be given for the purpose of carrying items purchased.
- 24.7.2.4.8 The Private Party must continuously strive towards eliminating plastic water bottles and single-use plastics in their operations.
- 24.7.2.4.9 In terms of packaging the Private Party undertakes not use the following in outside seating and eating areas as this pollutes the park:
- 24.7.2.4.9.1 Sachets (for sugar, tomato sauce, salt and pepper, etc.);
- 24.7.2.4.9.2 Paper serviettes;
- 24.7.2.4.9.3 Butter tubs/pads;

24.7.2.4.9.4 Plastic straws; and

24.7.2.4.9.5 Plastic cutlery.

24.7.2.5 The Private Party must ensure that the all areas are kept free of litter by:

24.7.2.5.1 Promoting an ethic amongst guests and staff alike.

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

24.8 Visual Impacts

24.8.1 The Private Party must obtain approval, where appropriate, for building materials to be used (where applicable) for all structures;

24.8.2 The Private Party must minimise the visual impacts of the development, including lighting;

24.8.3 The visual impacts of lightning arrestors and radio masts (where applicable) must be minimised;

24.8.4 Brand signage and colours must be adapted to complement the environment; and

24.8.5 The Private Party must implement mitigation measures in order to reduce the visual impact in the park.

24.9 Site and Vegetation Management

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

24.9.1.1 Put emergency procedures in place for (fire, injury, animals and floods);

24.9.1.2 Damages to vegetation will be prevented at all times;

24.9.1.3 Scrubs and small plants shall be protected at all times; and

24.9.1.4 Surrounding trees will be free from nails and wires.

24.10 Health and Hygiene

24.10.1 The Private Party undertakes to use hand wash basin with biodegradable soap and hand towel.

24.10.2 The ablutions will be shared with SANParks and both parties will thrive to keep the toilets clean at all times.

24.11 **Maintenance Plan**

24.11.1 The Private Party will submit to SANParks an Environmental Maintenance Plan for the operations of the Bush Braai Facility.

24.11.2 The Maintenance Plan will be reviewed every after Five (5) years.

24.12 **Monitoring**

24.12.1 The Private Party agrees to cooperate with SANParks in compiling a monitoring checklist that encompasses all environmental conditions. The checklist would be used for auditing purposes and would be conducted on a quarterly basis; and

24.12.2 The Private Party agrees that SANParks will monitor, evaluate and score the operations (based on the line items in the checklist) and that a score of less than 85% for three (3) consecutive audits would imply material breach of the PPP Agreement.

24.12.3 SANParks has the right to undertake necessary conservation management activities in all of the Project Sites.

24.12.4 The Private Party must participate in any relevant SANParks-Private Parties forums and comply with any standards thereby agreed or established.

25. SECTION 5 – RISK MATRIX

25.1 In this opportunity the Risk Matrix (outlining risk share between the Private Party and SANParks) comprises of 10% of the Functionality score;

Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (institution/ private party/ shared)
Financing	Required capital for CAPEX and OPEX may not be raised / secured; loans repayments might be difficult; tax obligations may not have been fully taken into account or may change; fluctuating inflation, interest rates, oil prices and currency fluctuations may affect assumptions			
Supporting infrastructure	Supporting infrastructure may be inadequate to sustain the enterprise			
Planning, design of bush site outdoor fixtures and fittings	Planning consents may not be acquired or granted; the design may not be fit for the purpose; fixtures and fittings may not be completed on time and in budget or might be higher than anticipated			
Product availability risk	The possibility that the service/product provided by the Private Party does not meet the output specifications			
Cost over-run risk	The possibility that during the design the actual project costs will exceed projected costs			
Exchange rate risk	The possibility that exchange rate fluctuations will impact on the affordability of the project			
Environment and heritage	Liability for losses caused by environmental or heritage damage or delays			
Visitation	Drop in visitation due to behaviour of problems animals.			

Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (institution/ private party/ shared)
Operations	Any factors (other than force majeure) that may impact on operations.			
Market, demand, volume	The demand for the product may be less than projected.			
Political	Unforeseeable conduct by any government institution may adversely affect the project, or the government may expropriate private party assets			
Force majeure	Unexpected events beyond either party's control			
Insurance risks	Loss of income caused by extreme events such as drought, fire or flooding			
Insurance risks	Public liability in the event of claims by clients related to for instance hygiene deficiencies or attack by primates			
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			
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 whilst in the operations of the facility			

26. SECTION 6 – B-BBEE OBLIGATIONS

Bidders should provide the following information, with supporting evidence wherever possible.

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, or as otherwise stated below.

26.1.1 Due to the size of the opportunity, it is not anticipated that the SPV will qualify as a Large Enterprise (total annual revenue of R45 million or above), as defined by the Amended Tourism B-BBEE Sector Code, therefore information pertaining to Large Enterprises as well as the Large Enterprise Scorecard has not been provided. If this is not the case, SANParks must be advised prior to bid submission to provide the relevant details.

26.1.2 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. The minimum threshold for the QSE scorecard is 80 points, as determined by SANParks.

Or;

26.1.3 Bidders that anticipate that the SPV will qualify as an Exempted Micro Enterprise (“EME”) (total annual revenue of R5 million or below), as defined by the Amended Tourism 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 of 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 to be specified] black ownership, which will be maintained as a minimum throughout the duration of the PPP Agreement.”

- 26.1.4 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%

- 26.1.4 Where the SPV’s annual revenue exceeds or falls short of the thresholds for an EME, SANParks may require the Private Party to submit a revised B-BBEE Proposal. 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, the QSE 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.

In addition, in keeping with SANParks’ objectives, particular attention will be paid to the implementation of B-BBEE, particularly with regards to opportunities for local communities adjacent to the Parks. In this regard, SANParks will require that Interested Parties confirm their willingness to promote B-BBEE by entering into agreements with Local Community Trust Partners, who are entitled to a minimum of 10% shareholding (both equity interest and voting rights) in the SPV that must be established for the purpose of this PPP opportunity. With exception of the Land Claimant / Land Owner

beneficiation programme, SANParks prefers for equity to be purchased by the Local Community Trust. The intent is for the Local Community Trust to be an active partner in the SPV, with a vested interest in the success of the PPP project.

Subsequent to the identification of a suitable Local Community Trust Partner, the SPV will be required to provide the Trust Deed, or any other applicable constitutional documents related to the Local Community Trust, to SANParks for review and approval to ensure that benefits are flowing to beneficiaries of the Local Communities. These documents will need to specify the beneficiaries and the intended benefits from the Trust. SANParks may guide which Local Communities should be involved in the PPP project, but will not be allowed to prescribe which individuals or entities should be listed as beneficiaries.

The Local Community Trust partner is to advise and guide the type of local economic development activities on which the funds of the Local Community Trust must be used, to ensure that Local Communities receive meaningful benefits from the PPP project.

NB: *Engagement with local communities may only take place subsequent to award of the preferred Bidder.*

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*, unless otherwise stated, with the following additions, where applicable:

26.3.1.1 **Community trust** - A not-for-profit trust created in terms of applicable law by volunteer members for channelling the proceeds of various activities and investments for the common good of persons ordinarily resident within a specific town, village or settlement. In line with the *Amended Tourism B-BBEE Sector Code*, a Community trust should adhere to requirements stipulated for Broad-Based Ownership Schemes and Trusts.

26.3.1.2 **Local** - A geographic area specified by SANParks, generally defined as being within a 100 km reach of the boundary of the Protected Area fence (but excluding boundaries to the neighbouring countries), or as otherwise specified by SANParks / the relevant Park-specific Department.

26.3.2

Through the relevant Department, SANParks will assist in determining the relevant Local Communities for the Private Party to engage with in fulfilling the obligations of the B-BBEE Proposal. Various factors could inform this, such as identifying Local Communities located nearest to the PPP project, or identifying Local Communities most in need of economic development. All measurements of scores are calculated consistently with those used in the Amended Tourism B-BBEE Sector Code, 2015 with the following additions / amendments, where applicable:

26.3.2.1 **Ownership:**

26.3.2.1.1 For the purposes of Measurement for Voting Rights and Economic Interest, *Local Community Trust* is an additional category of Participants in the SPV, where beneficiaries of the Trust are Black People from Local Communities.

26.3.2.2 **Management Control:**

26.3.2.2.1 For the purposes of Management Control Indicators for Board Participation, *Local People* refers to the Voting Rights in the hands Black People from Local Communities.

26.3.2.2.2 For the purposes of all other Management Control Indicators, *Local People* refers to Black Employees from Local Communities for the relevant indicators.

26.3.2.2.3 As per the *Amended Tourism B-BBEE Sector Code, 2015*, the demographic representation of Black People as defined in the Regulations of the Employment Equity Act and the CEE report are not applicable to the calculation of scores under the QSE Scorecard.

26.3.2.3 **Skills Development**

26.3.2.3.1 As per the *Amended Tourism B-BBEE Sector Code, 2015*, the demographic representation of Black People as defined in the Regulations of the Employment Equity Act and the CEE report are not applicable to the calculation of scores under the QSE Scorecard.

26.3.2.4 **Enterprise and Supplier Development**

26.3.2.4.1 For the purposes of Preferential Procurement, Supplier Development and Enterprise Development Indicators, *Local* refers to Black Owned Entities that have their main business address listed as from a relevant Local Community, or as otherwise specified by SANParks.

26.3.2.5 **Socio-economic Development**

26.3.2.5.1 For the purposes of the Socio-economic Development Indicator, *Local* refers to qualifying contributions taking place in a relevant Local Community and benefiting Black People from that Local Community, or as otherwise specified by SANParks.

26.3.3 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	3	30%				
			Exercisable Voting Rights in the entity in the hands of Black Women	2	15%				
			Exercisable Voting Rights in the entity in the hands of a Local Community Trust	2	10%				
		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 in the entity to which a Local Community Trust is entitled	3	10%				
		Realisation Points	Net Value	8	As per Codes				
		Score out of 26							
		Management Control	15 (+2 Bonus)	Executive Management	Black representation at Executive Management	2	60%		
					Black Female representation at Executive Management	1	30%		
Local People representation at Executive Management	1				20%				
Senior, Middle and Junior Management	Black representation at Senior, Middle and Junior Management			4	60%				
	Black Female representation at Senior, Middle and Junior Management			2	30%				
	Local People representation at Senior, Middle and Junior Management			2	25%				
All Employees	Black Employees as a percentage of all Employees (excluding Executive Management)			1	75%				
	Black Female Employees as a percentage of all Employees (excluding Executive Management)			1	40%				

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
			Local People as a percentage of all Employees (excluding Executive Management)	1	60%		
		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 Programme Matrix for Black People as a percentage of the Leivable Amount	Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black People in any of the following three tourism sub-sectors as a percentage of Leivable Amount: - Accommodation; - Hospitality and related services; - Travel and related services.	10	3%		
			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 Leivable 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	5	30%		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
			B-BBEE Procurement Spend from all local Empowering Suppliers that are Exempted Micro Enterprises or Qualifying Small Enterprises based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	5	15%		
		Supplier Development	Annual value of all qualifying Supplier Development contributions to local entities 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 to local entities made by the measured entity as a percentage of the target	5	1% of NPAT		
<i>Score out of 30</i>							
Socio-economic Development	5 (+3 Bonus)	Socio-economic Development	Annual value of all local Qualifying Socio-Economic Development contributions by the measured entity as a percentage of the target	2.5	0.5% of NPAT		
			Mandatory CSI contribution to SANParks	2.5	0.5% of NPAT		
		Bonus Points	Status as TOMSA levy collector	3	Yes		
<i>Score out of 5</i>							
Total Points	101 (+10 Bonus)			101 (+10 Bonus)	Score out of 101		
Minimum Threshold						80	

26.3.4 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):

26.3.4.1 Qualifying Small Enterprises

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

1.Ownership

Input

1.1 Voting Rights	
a) Percentage of voting rights in the hands of:	
i. Black People	
ii. Black Women	
iii. Local Community Trust	
1.2 Economic Interest	
a) Percentage economic interest in the hands of:	
i. Black People	
ii. Black Women	
iii. Local Community Trust	
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)	
c) Where shareholders are individuals, ID documents should be provided as supporting documentation for Black Ownership	
1.3 Realisation Points	
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.	
OR	
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	
2. Management Control	Input
2.1 Executive Management	
a) Total anticipated number of Executive Management	
b) Anticipated number of:	
i. Black Executive Managers	
ii. Black Female Executive Managers	
iii. Local People represented at Executive Management	
2.2 Management (Senior, Middle and Junior)	

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	
iii. Local People in Senior, Middle and Junior Management	
2.3 Employees with disabilities	
a) Total anticipated number of employees anticipated to be on payroll	
b) Anticipated number of Black Employees with disabilities	
2.4 All Employees	
a) Total anticipated number of employees (excluding Executive Management)	
b) Anticipated number of (for these sub-elements, Executive Management is excluded):	
i. Black Employees	
ii. Black Female Employees	
iii. Local People	
3. Skills Development	Input
3.1 Skills Development Expenditure	
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	
Note: 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.	
3.2 Learnerships, Apprenticeships and Internships	
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	
4. Enterprise and Supplier Development	Input
4.1 Preferential Procurement	
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	

iii. Local Exempted Micro Enterprises / Local Empowering Suppliers that are Qualifying Small Enterprises	
Note: Where possible, provide details for Black Enterprises or Black People targeted for subcontracting and procurement.	
4.2 Supplier Development	
a) Anticipated Net Profit After Tax (NPAT) in Rands	
b) Anticipated value of local Supplier Development contributions in Rands	
Note: Where possible, provide planned qualifying Supplier Development contributions / activities:	
4.3 Enterprise Development	
a) Anticipated value of local Enterprise Development contributions in Rands	
Note: Where possible, provide planned qualifying Enterprise Development contributions / activities.	
5. Socio-economic Development	Input
5.1 Socio-economic Development contributions	
a) Anticipated value of local Socio-economic Development contributions	
Note: Where possible, provide planned qualifying Socio-economic Development contributions / activities.	
5.2 Status as a TOMSA levy collector	
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	

26.4 Milestones and Targets Going Forward

26.4.1 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.

26.4.2 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 Operator would receive notification of such amendments and be provided a maximum transitional period of one year for the SPV to address the amendments.

26.4.3 In the event that the turnover of the business grows and exceeds R5 million, thus qualifying as a QSE during the term of the contract, the Private Party will be required to comply with the QSE requirements such as submitting the QSE Scorecard, B-BBEE proposal and commit to 10% black ownership (by a person/entity from the local community) in the SPV, which will be maintained as a minimum throughout the duration of the PPP Agreement.”

26.5 **External B-BBEE Verification**

26.3.1 Following signature of the PPP Agreement:

26.3.1.1 for SPVs qualifying as 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.

26.3.1.2 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

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

26.3.3 In the event of default by the SPV/s to comply with this provisions and the default is not remedied before the expiry of the period referred to in the notice by SANParks, SANParks will have the right to terminate the PPP Agreement with immediate effect by written notice to the SPV/s.

27. SECTION 7 – PPP FEE OFFER

(WITHIN ENVELOPE 2: BIDDERS EXISTING B-BBEE RATING AND 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 BEE 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 the gross turnover of the operation.

The minimum PPP fee that will be adjusted annually by CPI is as follows and is VAT exclusive:

Bid Package	Camp	Monthly rental (excl VAT)	Annual rental (excl VAT)
Bid Package	AENP	R 6 000.00	R 120 000.00

The Variable PPP Fee bid by [name of bidder] is _____[percentage]% of the gross revenue of the operation.

[Name of bidder] hereby warrants that the committed minimum PPP fee and the Variable PPP Fee shall be included in the PPP Agreement, if accepted by SANParks.

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

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

*Adapt for PPP term

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: _____

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 under the **Tenders** link in due course.

29. SECTION 9 – BID COVER SHEETS

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

Bid for the following:

Bid package _____ being the _____ Bush Braai Facility in the AENP

ENVELOPE 1: FUNCTIONALITY

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 following:

Bid package _____ being the _____ Bush Braai Facility in the AENP

ENVELOPE 2: BIDDERS EXISTING B-BBEE RATING and PPP FEE OFFER

Name of bidder:

Postal address:

Street address:

Telephone:

Cell phone:

Fax:

Contact person:

Email address:

Signature of bidder:

Date:

Capacity under which bid is signed:

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

30. SECTION 10 – BOND - 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 the design, construction, management, operation and maintenance of the Bush Braai Facility;

And you require the Bidder to include in the bid a bid bond for the amount of R120 000.00

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 of R120 000.00 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 12 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 and Development Bond will be replaced by a Performance Bond once operation commences to the amount equal to R 120, 000.00 (Vat excl.) and will be increased yearly on 1 April with CPI.