



REQUEST FOR PROPOSALS

**REQUEST FOR PROPOSALS ISSUED BY SOUTH AFRICAN
NATIONAL PARKS IN RESPECT OF THE PROPOSED PUBLIC
PRIVATE PARTNERSHIP PROJECT FOR THE MANAGEMENT
OF THE SKUKUZA SAFARI LODGE IN THE KRUGER
NATIONAL PARK**



IMPORTANT NOTICE

This Request for Proposals (“**RFP**”), incorporating all its attachments, has been produced by South African National Parks (“**SANParks**”), in connection with the management opportunity available for the Skukuza Safari Lodge in the Kruger National Park.

No representation or warranty, express or implied, is made, or responsibility of any kind is or will be accepted, by South African National Parks, with respect to the accuracy and completeness of the RFP, and any liability in connection with the use by any 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 Management Agreement 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 Management Agreement Project, the award will only become +binding after SANParks and the Private Party have signed the agreement.

May 2022

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TABLE OF ABBREVIATIONS

Abbreviation	Description
BAC	Bid Adjudication Committee
B-BBEE	Broad-Based Black Economic Empowerment
ECO	Environmental Control Officer
EIA	Environmental Impact Assessment
EO	Environmental Officer
GBCSA	Green Building Council South Africa
KNP	Kruger National Park
OSV	Open Safari Vehicle
PIN	Personal Identification Number
PMS	Property Management System
POS	Point of Sale
PPP	Public Private Partnership
PPPFA	Preferential Procurement Policy Framework Act
RFP	Request for Proposals
SANParks	South African National Parks
SASSI	South African Sustainable Seafood Initiative
TCS	Tax Compliance Status
VAT	Value Added Tax

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 tourism opportunity for the management of the Skukuza Safari Lodge in the Kruger National Park ("**KNP**").

1.3 It is intended that by SANParks entering into a Management Agreement with a Private Party, SANParks will be able to focus on its core activity of conservation. It is intended that the Private Party will manage the facility according to strict environmental standards maintained by SANParks as well as the Green Operation Strategy. In addition, the Operator will have to respect existing SANParks regulations regarding protection of the environment.

1.4 Value-for-Money Objectives

The value-for-money objectives for the project are aligned with SANParks' strategic objectives included in the Strategic Plan for Commercialisation. Setting these objectives at the inception phase are vital as they provide the benchmarks for the feasibility and procurement phases. For the duration of the Management Agreement, they are used to measure the success of the project.

The Value-for-Money Objectives for the Management of the Skukuza Safari Lodge are:

1.4.1 Revenue generation for SANParks;

1.4.2 Tourism promotion;

1.4.3 Biodiversity protection and conservation; and

1.4.4 Promotion of the Green Operations Strategy.

2. GENERAL RULES OF THE TENDER

- 2.1 This RFP supersedes all other SANParks communication to Bidders about this management 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 in Article 5 or otherwise amend, supplement or clarify the RFP at any time. SANParks may cancel the bid at any time without prior notice, and may disqualify any bidder as provided for in this RFP. SANParks shall not incur any liability whatsoever in exercising any rights in this Article 2.3 or otherwise granted in this RFP or available under the laws of the Republic of South Africa.
- 2.4 The bid will be conducted in accordance with, and shall be governed by the laws of the Republic of South Africa and this RFP.
- 2.5 Bids and all correspondence and documents relating to Bids shall be in the English language.
- 2.6 The submission of a Bid by a Bidder implies full knowledge and acceptance of, and submission to, all the terms and conditions set out in this RFP, the Management Agreement and under the applicable laws of the Republic of South Africa.
- 2.7 Bidders shall be responsible for 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 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 Operator.

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

3. IDENTITY OF OPERATORS

- 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.
- 3.4 Interested Parties will also be required to provide information on ownership of the entities of which the Interested Parties are comprised, together with organograms reflecting the ownership proportions.
- 3.5 When preparing submissions on the identity of the Bidders, Interested Parties are required to structure their submissions following the format:
- 3.5.1 submit to SANParks the information set out in Section 1A in relation to the Qualification Criteria;
- 3.5.2 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

- 3.5.3 certify to SANParks that the information contained therein is true, accurate and complete in all respects.
- 3.6 SANParks reserves the right to request, at any time, additional information or documentation from Bidders.
- 3.7 Where a Bidder is made up of a number of parties, shareholders in one consortium may not in any way be shareholders of other consortiums bidding for the same Management Opportunity in the tender process.

Information on the opportunity

4. A DESCRIPTION OF THE OPPORTUNITY FOR THE MANAGEMENT OF THE SKUKUZA SAFARI LODGE IN THE KRUGER NATIONAL PARK

The management of the Skukuza Safari Lodge opportunity available to Operators is discussed in detail in the Information Memorandum provided to Operators. Herewith summarised as follows:

4.1 Introduction

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

- 4.1.1 A 3-star facility offering 4-star service and price;
- 4.1.2 128 keys (256 bed) with a combination of 8 luxury suites, standard rooms and family rooms including universal access rooms;
- 4.1.3 Staff accommodation facilities in Skukuza for essential staff, majority of staff will stay outside of the Park; and
- 4.1.4 Green building practices to ensure the greenest lodge possible within the framework of international best practice.

4.2 Lodge Vision

The Kruger National Park offers a wide range of accommodation choices; from camping to luxury concession lodges. Prior to the development of the Skukuza Safari Lodge, Skukuza Camp only offered camping, chalets and corporate style houses, with a limited number of 'rooms' available for the conference centre. This resulted in the conference centre being under-utilised as the accommodation available could not provide adequately for conference guests. Skukuza Safari Lodge has subsequently been built to develop additional accommodation choices with the intent of:

- 4.2.1 Providing accommodation for conferences and attract the MICE market with its own requirements and needs; and through them attract guests who would for the first time be exposed to the Kruger National Park;

- 4.2.2 Meeting the needs of the local emerging tourist market that would be exposed to Kruger (perhaps for the first time) and may become loyal to Kruger Park;
- 4.2.3 Drawing the International Group Tourist and FIT market for whom camping or self-catering would not be attractive; and
- 4.2.4 Attracting the corporate and business market.

The vision of the Skukuza Safari Lodge is to widen the guest base for SANParks and Kruger National Park; and to provide an acceptable hotel style accommodation option for tourists and delegates of the conference centre.

4.3 **Underlying Principles**

The following underlying principles need to be taken into consideration:

- Skukuza Safari Lodge and the adjacent Conference Centre are designed to operate as one business entity. It is managed independently from other services and products of the camp.
- Rooms are loosely based on a 4-star standard, but graded as 3-star.
- Safari activities (game drives, day walks, bush braais) are to be provided by the Skukuza Rest Camp.
- No room service is envisaged, but snack menu take-aways are permitted.
- The room stock is on the Lodge Property Management System (PMS) and is managed from the lodge. Room stock must be linked to SANParks room stock on the SANParks website.
- The lodge has its own stand-alone website (<https://skukuzalodge.com/>). Inventory should also be on the SANParks website.
- The lodge complies with all the relevant Universal Access legal requirements.
- Green principles have been applied in the construction process and the Operator is expected to apply green principles in the management of the

property.

- Minimising noise is important in the Kruger National Park. The Operator is responsible for controlling noise levels on the property.
- The Operator shall ensure that condiments sachets, paper serviettes, butter tubs/pads, straws and any packaging that may pollute the environment are not used at Skukuza Safari Lodge or conference centre.

4.4 **General Operator Requirements**

The Operator will be expected to:

- In co-operation with SANParks, manage, operate and maintain the Skukuza Safari Lodge and the Nombolo Mdhuli Conference Centre, in a manner that allows for the desired objectives to be achieved.
- Co-operate with SANParks in general and fit the property into both the SANParks and their own brand of properties.
- Accept the limitations of operating conditions and rules and regulations that prevail in Kruger National Park.
- Carry out advertising, marketing and sales that are both site specific and for their group in general. Preparedness to participate in trade shows under both the SANParks banner and their own brand.
- Co-operate with SANParks in the refurbishment of the Nombolo Mdhuli Conference Centre, which will be undertaken in a phased approach.
- Assist and co-operate with the interfacing of both the website and PMS of SANParks.
- Accept and co-operate with SANParks stock control systems with regards to the supplied equipment.
- Accept and co-operate with SANParks asset management systems, including updating of the SANParks Asset Register as and when required.
- Honour any contracts that SANParks has entered into with external service providers.
- Engage with the Operator of the Skukuza Spa and the Skukuza Golf

Course to agree on packages that will attract visitors to the Lodge, Spa and the Golf Course.

- Obtain accreditation from the Tourism Grading Council of South Africa within 12 months from the Operation Commencement Date and renew thereafter on an annual basis.

Tender process Information

5. TIMETABLE

The Tender shall take place in accordance with the timetable set out in this Article 5. SANParks reserves the right to modify the timetable at any time. SANParks shall not incur any liability whatsoever in exercising any rights in this Article 5 or otherwise granted in this RFP or available under the laws of the Republic of South Africa.

EVENT	DATE
Public Advertisements	15 May 2022
Provide Information Memorandum, RFP and Management Agreement to Interested Parties	25 May 2022
Registration for Due Diligence Site Visit	10 June 2022
Due Diligence Site Visits	14 June 2022
Registration of Interested Bidders for Bidders Conference	24 June 2022
Bidders Conference (MS Teams)	28 June 2022
Submission of final written comments and questions by Bidders	8 July 2022
Distribute final list of responses on Bidders' comments and questions	18 July 2022
Tender Submissions	2 September 2022
Bid Evaluation	September 2022

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 Submissions. 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 to the Skukuza Safari Lodge.

7.3 All interested Bidders are required to register for the site visit by sending their Names, Company, Contact telephone, fax number and e-mail to:

Jeanette Greyvensteyn

Tel: 012 426 5287

E-mail: jeanette.greyvensteyn@sanparks.org

7.4 Attendance is non-compulsory, but highly recommended. 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 visit will form part of the due diligence process and should be attended by the Bidders or a duly authorised representative.

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 own account.

7.8 Each Bidder shall be solely responsible for its own due diligence investigation of the investment opportunity, the proposed Management 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 management opportunity, except for the representations and warranties of SANParks that will be set out in the Management 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:

Jeanette Greyvensteyn

Tel: 012 426 5287

E-mail: jeanette.greyvensteyn@sanparks.org

8. BID SUBMISSIONS

- 8.1 Bids must be placed in the tender box at the entrance of the Groenkloof National Park, or at the Main Reception next to the Office of the SANParks Chief Executive at Groenkloof National Park, for the attention of:

Project Manager: Business Development Unit

Jeanette Greyvensteyn

South African National Parks

643 Leyds Street,

Muckleneuk,

Pretoria.

8.2 Bid Submissions should be made by latest 11h00 on the **2nd September 2022 (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 Management fee offer, Bidder’s existing B-BBEE rating 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 original non-financial aspects of the Submission (“**Functionality**”). The contents of the Functionality Bid shall consist of:

9.3.1 Original of the Bidder Information, in the format given in Section 1A – Qualification Submissions;

9.3.2 Original of the Bidder Information, in the format given in Section 1B – Information on Operators;

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 and Operational Plan;

9.3.5 Original of the Environmental and Green Operating Plan, in the format given in Section 4 – Environmental and Green Operating Plan;

- 9.3.6 Original of the Risk Matrix, in the format given in Section 5 – Risk Matrix;
- 9.3.7 Tax compliance:
- 9.3.7.1 Bidders must ensure compliance with their tax obligations.
- 9.3.7.2 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.
- 9.3.7.3 Bidders must also submit a Tax Compliance Status (TCS) certificate together with the bid.
- 9.3.7.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN.
- 9.3.8 An original signed version of the Management Agreement including all the relevant sections of the Bid Submission to be included in the Management Agreement, with each page initialled by the duly authorised representative;
- 9.3.9 An original Bid Bond from a reputable bank in a form substantially similar to that set out in Annexure 2 - Acceptable wording of bid bond; and
- 9.3.10 **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 management fee offer should **NOT** be disclosed anywhere on the USB in electronic format.
- 9.4 The **second envelope** shall be clearly marked "Bidders Existing B-BBEE Rating and Management 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 management fee offer in the format in Section 6 – Management Fee Offer. Please note that SANParks reserves the right to disqualify any Bidder who does not submit a valid B-BBEE certificate or whose management fee offer is not in the specified format.
Please note that management fee tranches are not allowed unless requested as part of the Management 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 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 of all the bids. The unopened Financial Envelopes will be locked away for safekeeping until they are opened following the evaluation of the bids.
- 10.2 The Functionality Envelopes will be opened by members of a bid evaluation committee representing SANParks in the presence of SANParks' Project Officer.
- 10.3 Functionality elements will be evaluated and scored according to the procedure set out in Articles 11 and 12 below.

11. BID EVALUATION METHODOLOGY (FOLLOWING QUALIFICATION)

- 11.1 The three main elements of the bid and the two-Envelope system:
 - 11.1.1 Bids will be evaluated on three main elements: Functionality, Bidder's existing B-BBEE rating and the Management Fee Offer.
 - 11.1.2 Envelope 1 is for Functionality and is opened first. Bidders must score at least 70% for Functionality.
 - 11.1.3 Envelope 2 contains the Bidder's existing B-BBEE rating (verified by a B-BBEE certificate), as well as the Management Fee Offer and will only be opened and evaluated if the minimum threshold in Article 11.1.2 is met.

12. SCORING FOR FUNCTIONALITY (ENVELOPE 1)

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

Elements	Financing and Capital Plan	Business and Operational Plan	Environmental and Green Operating Plan	Risk Matrix
Weight	20%	45%	30%	5%
Minimum Threshold	60%	60%	60%	60%

Table 1: Sub-functionality weightings

The following outlines the objective of each element:

12.1 Financing and Capital Plan (20%)

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

12.1.2 The purpose of the Financing and Capital Plan is to assess the ability of the Operator to secure adequate finance to fund expenses and to manage the finances of the proposed tourism project.

12.2 Business and Operational Plan (45%)

12.2.1 A Bidder is expected to provide a business and operational plan in line with the requirements set out in Section 3 – Business and Operational Plan.

12.2.2 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.

12.3 Environmental and Green Operating Plan (30%)

- 12.3.1 SANParks shall review and evaluate the environmental and green operating plan submitted by Bidders in accordance with the specifications and information given in Section 4 – Environmental and Green Operating Plan.
- 12.3.2 The purpose of the evaluation of the environmental and green operating plan is to ensure that Operators understand and have fully planned guidelines for the handling prevailing environmental issues that may be arise during the duration of this Agreement.
- 12.3.3 In addition, it is to ensure that the Operator understands the green operating issues that apply to the Skukuza Safari Lodge, to ensure that the Operator subscribes to becoming a member of the GBCSA and maintains its membership annually.
- 12.4 **Risk Matrix (5%)**
- 12.4.1 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. BIDDERS EXISTING B-BBEE RATING AND MANAGEMENT FEE OFFER (ENVELOPE 2)

- 13.1 If the minimum threshold for Functionality is met by the Bidders, envelope 2 will be opened.
- 13.1.1 The Preferential Procurement Policy Framework Act, 2000 (PPPFA) will apply with a 90/10 split between the Management Fee Offer and the Bidder's existing B-BBEE rating respectively.
- 13.1.2 The Management Fee Offer and the Bidder's existing B-BBEE rating are scored out of a total 100 points.
- 13.1.3 The following table outlines the final score weightings:

Table 2: PPPFA score split

Management Fee Offer	Bidder's existing B-BBEE rating
90%	10%

13.2 Bidder's existing B-BBEE rating

13.2.1 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 (or Amended Tourism Sector Code for tourism enterprises):

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

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

13.2.1.3 For Qualifying Small Enterprises with at least 51% black ownership, a sworn affidavit must be provided;

13.2.1.4 For Exempted Micro-Enterprises, a sworn affidavit or CIPC EME certificate must be provided.

13.2.2 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.

13.2.3 The provisions of the Preferential Procurement Policy Framework Act, 2000 ("PPPFA") will apply for the calculation of the score out of 20 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	10
2	9
3	6
4	5
5	4

B-BBEE Status Level of Contributor	Number of Points
6	3
7	2
8	1
Non-compliant contributor	0

13.3 Management Fee Offer

- 13.3.1 Under the Management Agreement, as outlined in Section 6 – Management Fee Offer, the Management Fee payable by SANParks shall be as a percentage of Gross Revenue.
- 13.3.2 Each Management Fee Offer will be inspected by SANParks to verify that it has been submitted in the form corresponding to the requirements. A Management Fee Offer that does not conform to the requirements may result in disqualification of the bid.
- 13.3.3 The points for the Management 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 lowest Management Fee Offer and the remaining points being allocated pro rata to the remaining qualified Bidders.

14. INCOMPLETE BIDS

- 14.1 The bid evaluation committee will check Envelope 1 of each bid to see whether the all the documentation that this RFP requires has been submitted correctly.
- 14.2 If a bid is not complete or something in it is not clear, the bid evaluation committee may, but is not obliged to, ask Bidders for more information. Bidders will receive such requests for more information in writing. No substantial changes to the bid will be asked for or allowed, except if there is a clear mistake in the bid.
- 14.3 SANParks may, but is not obliged to, disqualify a bid that is not complete or requires

clarification without a request for further information.

- 14.4 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.

15. SELECTION OF PREFERRED BIDDER

- 15.1 The Functionality score is only used to pre-qualify the Bidders and only Bidders who met the minimum thresholds and achieved the 70% for Functionality are considered in the final stage where B-BBEE and the Management fee offer will be the determining factor.

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

- 15.3 The following outlines how the overall score (for all qualified Bidders) will be determined:

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

a is the weighting for B-BBEE as outlined in 13.1.3

b is the weighting for Management fee as outlined in 13.1.3

c is the Bidder's overall score

- 15.4 The Bidder that receives the highest overall bid score will be declared the preferred Bidder; and the Bidder that receives the second highest overall bid score will be declared the reserve Bidder.

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

- 15.6 Once ratified, the preferred Bidder will be announced.

16. SIGNATURE AND EFFECTIVENESS OF MANAGEMENT AGREEMENT

- 16.1 The Private Party will be sent a letter of award to notify them that they are the preferred Bidder for the opportunity. Subsequent to the receipt of this letter, the Private Party will

have one month to clarify any outstanding issues regarding the Management Agreement. Thereafter, SANParks will provide the Private Party with the final Management Agreement, whereupon the Private Party will have two months from receipt of the final Management 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 Management Agreement becomes legally binding and enforceable from the Signature Date.

16.3 There will be no Management fees payable before the Commencement Date, which is defined in the Management Agreement.

17. BID BOND

17.1 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 bond.

17.2 Bid Bonds should be for the amount of R 250 000.

17.3 The posting of the Bid Bond is for the purpose of ensuring that the all Bidders present valid and serious bids, and that the Winning Bidder subsequently executes the Management Agreement.

17.4 Bid Bonds must be valid until the Signature Date.

17.5 The Bid Bonds of all Bidders other than the Winning Bidder shall be returned to them following signature by SANParks of the Management 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.

17.6 Any of the following shall be grounds for the forfeiture of a Bidder’s Bid Bond:

17.6.1 Any material misrepresentation made by the Bidder in its Bid Submission, or any other information and documentation submitted by it under this RFP;

- 17.6.2 The withdrawal or modification of its Bid during the period of validity;
- 17.6.3 Failure by the preferred Bidder to furnish the required Performance Bond under the Management Agreement in accordance with the provisions of the Management Agreement.
- 17.7 The Bid Bond shall be callable upon first demand by SANParks in the event that one or more of the circumstances described at Article 17.6 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 South Africa.
- 17.8 **Please note:** The Bid Bond will be replaced by a Performance Bond once operation commences to the amount equal to R 250 000 (Vat excl.) and will be increased yearly on 1 April with CPI.

18. FURTHER INFORMATION

- 18.1 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

Jeanette Greyvensteyn

P O Box 787

PRETORIA, 0001

643 Leyds Street

Muckleneuk, Pretoria

Telephone: +27 12 426 5287

E-mail: jeanette.greyvensteyn@sanparks.org

- 18.2 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

19. SECTION 1A – QUALIFICATION SUBMISSIONS

19.1 Financial capacity

Given the fact that the project is of a high value and may entail risk to both the preferred Operator and SANParks, it is important that interested parties demonstrate financial strength. In this regard:

- 19.1.1 the interested party must submit audited or independently reviewed financial statements corresponding to the last four (4) years;
- 19.1.2 the Net Asset Value of the interested party must be at least R15 million. If the interested party is a consortium or joint venture, it must demonstrate financial strength with reference to the asset value of its partners / shareholders in proportion to their shareholding;
- 19.1.3 the interested party must demonstrate to SANParks that they have sufficient cashflow to fund at least three months operational expenditure of the lodge and conference centre; and
- 19.1.4 the interested party must also demonstrate, to SANParks' satisfaction, that it (or in the case of a consortium or joint venture, its partners / shareholders) is solvent. A letter from a qualified auditor confirming that the asset value exceeds the stipulated amount and that the interested party is solvent, must be provided in this regard.

19.2 Tourism experience

The project requires interested parties with substantial experience and expertise in the tourism market. Interested parties are therefore required to provide examples of similar projects conducted by the interested parties. If the interested party ("Bidding Company") consists of multiple partners or is a new company created for the purposes of the management opportunity, then it can meet this criterion with reference to the qualifications of any one of its parent shareholders or partners in the

Bidding Company, provided that the relevant shareholder / partner holds at least 30% of the total equity in the company that will undertake this management opportunity. The interested party must be able to meet this tourism track-record requirement in the following ways:

- 19.2.1 A Hotel Operator or Hospitality Management company.
- 19.2.2 Experience: Proven ability to manage at least two properties of 100 beds each, currently in operation, or at least one property of 200 beds, currently in operation. Properties must be graded as at least 3 or 4 star, according to the Tourism Grading Council, with supporting evidence of such provided for bid purposes.
- 19.2.3 Operator must have been in existence for a minimum of 5 years.
- 19.2.4 Operator must have proven experience in conferencing and events.
- 19.2.5 To verify that a bidder meets the required tourism experience qualification requirements, SANParks may conduct due diligence site visits at a bidder's facilities to verify the bidder's tourism experience. This would only apply to shortlisted bidders who meet the qualifying score on the functionality phase evaluation criteria. The submission of a bid implies agreement with this requirement.
- 19.3 **Green Operation Commitments**
 - 19.3.1 The Operator is to submit brief method statement confirming the process and methodology that will be applied to obtain the GSSA EBP 4-Star target or similar and maintain its membership annually on an ongoing basis.
 - 19.3.2 The Operator needs to confirm that the Skukuza Safari Lodge will be operated in accordance with the green star rating or similar.
- 19.4 Failure to meet these requirements will be seen as a material breach of the contract which will result in termination.

20. SECTION 1B – INFORMATION ON OPERATORS

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

20.1 Constitutional information

The following must be specified:

- 20.1.1 The name, address, telephones and fax numbers of Operator, and the trading name of the Operator if different from the registered name.
- 20.1.2 Directors/Partners/Trustees and their responsibilities.
- 20.1.3 Place of registration.
- 20.1.4 Registration number.
- 20.1.5 Memorandum and Articles of Association (or equivalent constitutive documents).
- 20.1.6 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.
- 20.2 A letter confirming that the Operator 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 Operator 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.
- 20.3 Tax compliance:
 - 20.3.1 Bidders must ensure compliance with their tax obligations.

- 20.3.2 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.
- 20.3.3 Bidders must also submit a Tax Compliance Status (TCS) certificate together with the bid.
- 20.3.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN.
- 20.4 An original signed version of the Management Agreement including all the relevant sections the Bid Submission to be included in the Management Agreement, with each page initialled by the duly authorised representative; and
- 20.5 An original Bid Bond from a reputable bank in a form substantially similar to that set out in Annexure 2 - Acceptable wording of bid bond.

21. SECTION 2 - FINANCING AND CAPITAL PLAN

21.1 The Operator must provide the following information:

- 21.1.1 A recent auditor's report confirming that all the members of the Operator are solvent and liquid; if a member of the Operator does not produce audited or independently reviewed financial statements, it must produce a notarised statement of assets (weighting 10%);
- 21.1.2 Indicate how much capital will be required to fund at least three months of operational expenditure (including staff expenses), 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 if so, provide appropriate proof (weighting 10%).
- 21.1.3 Describe in detail the anticipated capital expenditure requirements over the 10-year term, indicating the anticipated spend required per annum (weighting 10%).
- 21.1.4 Detailed income statements for the first three years of operation (NB: income statements must **not** contain Management Fees) – income statement must provide detailed operating costs and expenses, including maintenance as well as the anticipated capital expenditure costs (weighting 35%).
- 21.1.5 A cash flow forecast (net of VAT) for the term of 10 years of the Management Agreement (NB: cash flow forecast must **not** contain Management Fees). This may be in a spreadsheet format of the Operator's choice, but must at least present the following (weighting 35%):

	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						
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						

	Start-up R'000	Year 1 R'000	Year 2 R'000	Year 3 R'000	Year 4 R'000	Year 5* R'000
Salaries, wages and staff costs						
All other operating costs and expenses						
Infrastructure upgrades/Building additions/ internal décor etc.						
Replacement of equipment and vehicles						
<i>Total cash outflow (B)</i>						

* Adapt for the 10-year term

21.1.5.1 Detailed assumptions that informed the cash flow forecast must be provided, including:

- 21.1.5.1.1 Occupancy rates
- 21.1.5.1.2 Tariffs
- 21.1.5.1.3 Sources of revenue
- 21.1.5.1.4 Inflation rate
- 21.1.5.1.5 Revenue growth rate

22. SECTION 3 – BUSINESS AND OPERATIONAL PLAN

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

22.1 Background of Bidding Company (weighting 35%)

22.1.1 Rationale (weighting 25%)

- 22.1.1.1 The bidder's objectives, the company, the concept and product and service offered

22.1.2 Current Operations (weighting 25%)

- 22.1.2.1 Size of current operations i.e. Number of rooms/Number of Seats/Current Turnover
- 22.1.2.2 Type of operation and similarity to the opportunity

22.1.3 Track Record (weighting 10%)

- 22.1.3.1 The bidder's track record on and knowledge of existing products or activities offered in the tourism industry
- 22.1.3.2 Memberships and registrations (list any awards, accolades or ratings)

22.1.4 Operating standards (weighting 25%)

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

22.1.5 Management/Employees (weighting 15%)

- 22.1.5.1 Current company structure with specific reference to the expertise required for this opportunity
- 22.1.5.2 Number of personnel working in the hospitality industry and their qualifications
- 22.1.5.3 Curriculum vitae of shareholders, directors, management and staff
- 22.1.5.4 Where skills and experience are lacking, outline the strategy to in source these skills

22.2 Operational Vision, Plan and Service Standards (weighting 35%)

22.2.1 Products/Activities (20%)

Detailed description of product envisaged for the Skukuza Safari Lodge.
Specific reference given to:

- 22.2.1.1 Restaurant model, target audience (only overnight guests or Skukuza Camp and day visitors), included in rate, etc.;
- 22.2.1.2 Additional activities to be offered to guests and practicality thereof (excluding safari activities to be provided by Skukuza Rest Camp); and
- 22.2.1.3 Proposed incentive model for encouraging the use of the Park & Ride Facility (when completed).

22.2.2 Operating Standards (15%)

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

22.2.3 Hygiene / Service Standards (15%)

- 22.2.3.1 Detailed description of how hygiene and service standards will be maintained (specific reference should also be made to COVID-19 protocols).

22.2.4 Proposed organisational and staffing structures, including (15%)

- 22.2.4.1 Proposed organogram
- 22.2.4.2 Management policies
- 22.2.4.3 Measures to transfer knowledge and expertise / training
- 22.2.4.4 Conditions of service / employment (sufficient detail must be provided to inform the Section 197 transfer process)
- 22.2.4.5 Labour plan, including details of numbers of permanent and part-time staff that will be employed, staff recruitment policies, employment policies and socio-economic goals with employment
- 22.2.4.6 Incentives & Bonuses (Equity, Bonus etc.)
- 22.2.4.7 Disciplinary procedures

- 22.2.4.8 Staff transport
- 22.2.4.9 Staff housing
- 22.2.5 **Menu (10%)**
 - 22.2.5.1 Food philosophy – values/commitment freshness and uniqueness
 - 22.2.5.2 Value for money
 - 22.2.5.3 Variety – vegetarian/non vegetarian, choice of meats, choice of courses, Health Options, Halaal, Vegan etc.
 - 22.2.5.4 Ambience and atmosphere
 - 22.2.5.5 Wine List, cultivar selection
 - 22.2.5.6 Beverage service
 - 22.2.5.7 Seasonal menus
- 22.2.6 **Customer Service (10%)**
 - 22.2.6.1 Guest feedback mechanism
 - 22.2.6.2 Guest complaints procedure
 - 22.2.6.3 Telephone ethics
 - 22.2.6.4 Reservation / booking policy
 - 22.2.6.5 Group and conference procedures & policy
- 22.2.7 **Proposed Health & Safety (5%)**
 - 22.2.7.1 Hygiene policies
 - 22.2.7.2 Emergency evacuation plans
 - 22.2.7.3 Extraction cleaning processes (where applicable)
 - 22.2.7.4 Operational procedure
 - 22.2.7.5 Cleaning procedures
- 22.2.8 **Proposed Distribution Channels (5%)**
 - 22.2.8.1 Logistical planning
 - 22.2.8.2 Stock storage and rotation procedures

22.2.8.3 Stock control measures

22.2.9 Other Procedures and Policies (5%)

22.2.9.1 Guest Payment, Cash-up and Banking procedures

22.2.9.2 Procurement Policies – Supply Chain

22.3 Institutional Depth to sell the Product (weighting 30%)

22.3.1 Current Sales & Marketing (60%)

22.3.1.1 Bidders existing client base and market penetration

22.3.1.2 Existing plans and knowledge of market including existing relationships with tour operators and travel trade (include references)

22.3.1.3 Time taken to establish market

22.3.1.4 Current marketing programmes

22.3.1.5 Current marketing channels

22.3.1.6 Data base management

22.3.1.7 Discount policies

22.3.2 Understanding of the market for Management Opportunity (40%)

22.3.2.1 Market surveys

22.3.2.2 Differentiation

22.3.2.3 Target market (geographical, income, nature of activity, etc.)

22.3.2.4 Product branding plans

22.3.2.5 Pricing range

22.3.2.6 Revenue growth strategy

22.3.2.7 Competitive analysis

22.3.2.8 Ongoing market evaluation

23. SECTION 4 – ENVIRONMENTAL AND GREEN OPERATING PLAN

23.1 Environmental Responsibility (failure to commit to the following undertakings will result in disqualification)

- 23.1.1 Confirmation that all legislative requirements, including National Environmental Management Act: Environmental Impact Assessment (EIA) Regulations (2014) (as amended) and any Environmental Authorisations and Licenses, are understood and will be complied with.
- 23.1.2 Undertaking from the operator to comply at all times with SANParks' Environmental Guidelines, Policies, Standard Operating Procedures and Protocols for Private Party Operation within the South African National Parks, which may change from time to time.
- 23.1.3 Undertaking from the operator to conduct, manage and carry out the Project at all times in an environmentally responsible way by adopting appropriate operating best methods and practices for conducting such a Project in a proclaimed National Park.
- 23.1.4 Undertaking from the operator 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.
- 23.1.5 The operator must acknowledge that SANParks has an active role to play in ensuring Responsible Tourism in accordance with SANS 1162 in all of its National Parks. SANParks will therefore require that Private Parties that operate in National Parks must subscribe to the same standards when operating commercial outlets in National Parks.

23.2 Environmental Officer Monitoring Activities (weighting 10%)

- 23.2.1 Acknowledgement by the operator that an Environmental Officer (EO) will be appointed, at cost to the Operator, for the duration of the agreement. The EO must conduct day-to-day monitoring activities to ensure compliance with all environmental requirements. The EO undertaking the day-to-day monitoring

activities does not necessarily need to be independent or be registered with the competent authority, but should demonstrate previous experience in the field of environmental management and have an academic qualification in the field of nature conservation or environmental management (weighting 20%).

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

23.3 Green Operations (weighting 25%)

- 23.3.1 Outline a proposed Green Procurement policy, to ensure that all produce, containers and packaging comes from suppliers that apply sustainability and eco-friendly environmental principles that reduce waste, conserve water and energy, uses less packaging and single use plastic and produce waste which is recyclable as much as possible (weighting 75%).

- 23.3.2 Where fish might be part of the menu, the Operator must subscribe to the South African Sustainable Seafood Initiative (SASSI) and only sell fish with green status or that is SASSI certified (weighting 25%).

23.4 Energy reduction (weighting 15%)

- 23.4.1 Bidders proposed metering programme (weighting 20%).
- 23.4.2 Bidders proposed fossil fuel energy consumption analysis (weighting 20%).
- 23.4.3 Bidders proposed advanced monitoring and analysis (weighting 20%).
- 23.4.4 Benchmarking of consumption (weighting 20%).
- 23.4.5 Customer awareness programmes on fossil fuel energy consumption (weighting 10%).
- 23.4.6 Staff awareness programmes on fossil fuel energy consumption (weighting 10%).

23.5 Water Management (weighting 15%)

- 23.5.1 Bidders proposed metering programme (weighting 20%).
- 23.5.2 Bidders proposed water consumption analysis (weighting 20%).
- 23.5.3 Bidders proposed advanced monitoring and analysis (weighting 20%).
- 23.5.4 Benchmarking of consumption (weighting 20%).
- 23.5.5 Customer awareness programmes on water consumption (weighting 10%).
- 23.5.6 Staff awareness programmes on water consumption (weighting 10%).

23.6 Responsible landscaping and irrigation operations (weighting 5%)

- 23.6.1 Proposed operating invasive species management (weighting 50%).
- 23.6.2 Proposed water wise garden maintenance and irrigation protocols (weighting 50%).

23.7 Waste Management (weighting 20%)

- 23.7.1 Describe the awareness programmes that will be implemented to educate both staff and guests on waste management (weighting 10%).

23.7.2 Liquid Waste (weighting 20%):

- 23.7.2.1 Describe management protocols of grease traps and how disposal of this fat will be managed (weighting 33%).
- 23.7.2.2 Describe hazardous liquid waste management protocols (weighting 33%).
- 23.7.2.3 Describe environmentally friendly cleaning products protocols (weighting 33%).

23.7.3 Solid Waste (weighting 40%):

- 23.7.3.1 Re-use protocols (weighting 20%).

- 23.7.3.2 Re-cycling protocols (weighting 20%).
- 23.7.3.3 Hazardous waste management protocols (weighting 20%).
- 23.7.3.4 Garden waste protocols (weighting 10%).
- 23.7.3.5 Infrastructure maintenance waste protocols (weighting 10%).
- 23.7.3.6 Annual waste stream analysis (weighting 20%).
- 23.7.4 **Food Waste (weighting 30%):**
 - 23.7.4.1 Initiatives to reduce food waste to be incinerated (weighting 50%).
 - 23.7.4.2 Initiatives to reduce single use plastics, food containers and packaging (weighting 50%).
- 23.8 **Pest control (weighting 5%)**
 - 23.8.1 Indicate the measures and products that will be used for pest management, with consideration of SANParks' Pest Management Plan.
- 23.9 **Noise pollution (weighting 5%)**
 - 23.9.1 Describe the noise that will be generated and the proposed measures that will be implemented to reduce and minimise noise pollution.

24. 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)
Availability risk	The possibility that the service provided by the Private Party does not meet the output specifications.			
Financing risk	The risk that the required capital for 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.			
Cost over-run risk	The possibility that actual project costs will exceed projected costs.			
Environmental risk	The risk of liability for losses caused by environmental damage arising during the operational phases of the project.			
Exchange rate risk	The possibility that 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 liability / business interruption 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.			

RISK MATRIX				
Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (SANParks/ private party/ shared)
Market, demand or volume risk	The possibility that the demand for the service generated by the project may be less than anticipated.			
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.			
Refurbishment risk	The risk that refurbishment activities of the physical asset are not completed on time.			
Resource or input risk	The possibility of a failure or shortage in the supply of resources.			
Residual value risk	The risk that the assets will not be in the prescribed condition for hand back to SANParks.			
Subcontractor risk	The risk of subcontractor defaults or insolvency.			
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 or death due to the guests being in a big 5 area.			
Utilities risk	The possibility that the utilities required for operation may not be available.			

25. SECTION 6 – MANAGEMENT FEE OFFER (WITHIN ENVELOPE 2: BIDDERS EXISTING B-BBEE RATING AND MANAGEMENT FEE OFFER)

25.1 Important note to Bidders

25.1.1 Information on the Management Fee Offer must be contained in Envelope 2 (Bidders existing B-BBEE rating and Management Fee Offer) and is not to be submitted in Envelope 1 (with Functionality).

25.1.2 Bidders must present the Management Fee Offer in the form of a letter on the Bidder's letterhead as follows, inserting the Bidder's name and the percentage requirements as indicated below:

25.2 Form of Letter

To: South African National Parks

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

_____ [percentage]% of Gross Revenue (inclusive of Operational and Staff Expenses)

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

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross revenue (net of VAT)										
Percentage of gross revenue due										
Total Management Fee Payable										

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

Signed: _____

Name: _____

Title: _____

26. SECTION 7 – MANAGEMENT AGREEMENT

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

Annexures

27. ANNEXURE 1 – BID COVER SHEETS

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

Bid for the commercial use of the Skukuza Safari Lodge in the Kruger National Park.

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 commercial use of the Skukuza Safari Lodge in the Kruger National Park.

ENVELOPE 2: BIDDERS EXISTING B-BBEE RATING AND MANAGEMENT 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.

28. ANNEXURE 2 - ACCEPTABLE WORDING OF BID BOND

To: South African National Parks

[Name of Bidder] ("the Bidder") is to submit to SANParks a bid to enter into Management Agreement with SANParks for the purpose of the operation of the Skukuza Safari Lodge in the Kruger National Park;

And you require the Operator to include in the bid a bid bond for the amount of R 250,000 (Two Hundred and Fifty Thousand Rand);

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

We hereby irrevocably and unconditionally undertake to pay you, upon your first written demand and without objection or argument, the sum of R 250,000 (Two Hundred and Fifty Thousand Rand), 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 Management Agreement in accordance with the provisions of the Management Agreement.

This bid bond shall be valid until operation commences, which should not be more than three 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 250 000 (Vat excl.) and will be increased yearly on 1 April with CPI