



REQUEST FOR PROPOSALS

Suitably qualified and experienced Bidders are hereby invited to Bid for the requirements of Ezemvelo KZN Wildlife.

RFP NUMBER:	EKZNW 05/2024/25
BID DESCRIPTION:	REQUEST FOR PROPOSAL (RFP) TO DEVELOP, OPERATE AND MANAGE THE MUNYWANENI BUSH LODGE IN HLUHLUWE IMFOLOZI PARK
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	Refer to Part D - Clause 6 (BIDDING PROCESS TIMELINES)
BID CLOSING DATE AND TIME:	Friday, 31 January 2025 11h00
BID VALIDITY PERIOD:	180 calendar days (commencing from the Bid Closing Date)
BID DOCUMENTS SUBMISSION ADDRESS:	Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park 1 Peter Brown Drive Montrose, Pietermaritzburg 3201, KwaZulu-Natal Province
WHERE BIDS CAN BE DOWNLOADED	1. http://www.kznwildlife.com/tenders 2. http://www.etenders.gov.za/

IMPORTANT NOTICE

The following Request for Proposals (RFP), incorporating all its documentation and accompanying attachments, is produced by the Ezemvelo KZN Wildlife regarding a business to develop, operate and manage the Munywaneni Bush Lodge in the Hluhluwe iMfolozi Park as a Public Private Partnership (PPP) undertaking.

No representation or warranty, expressed or implied, is made or responsibility of any kind will be accepted by Ezemvelo KZN Wildlife regarding to the accuracy and completeness of this RFP, including any liability in connection with the use by any prospective Bidder of the information contained in this RFP is hereby disclaimed.

The RFP is provided to the prospective Bidder to enable in making his/her own appraisal of the PPP opportunities presented herein and in deciding whether to submit the requested proposal regarding the PPP business opportunity. Thus, this RFP is not intended to serve as the basis for an investment decision on the opportunity, and each recipient shall be expected to make such independent investigation and to obtain such independent advice, as he/she may deem necessary for such an undertaking.

Ezemvelo KZN Wildlife reserve the right to amend or replace any information contained in this RFP at any time, without giving any prior notice or providing any reason.

October 2024

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LIST OF ACRONYMS

B-BBEE	: Broad-Based Black Economic Empowerment
CSI	: Customer Satisfaction Index
CV	: Curriculum Vitae
EDTEA	: KZN Department of Economic Development, Tourism and Environmental Affairs
EME	: Exempted Micro Enterprise
KZN	: KwaZulu-Natal
LED	: Local Economic Development
PMT	: Programme Management Team
PMU	: Programme Coordination Unit
PPP	: Public–Private Partnership
PSC	: Programme Steering Committee
QSE	: Qualifying Small Enterprise
RFP	: Request for Proposals
RLED	: Regional and Local Economic Development
SARS	: South African Revenue Services
SMEs	: Small and Medium Enterprises
SPV	: Special Purpose Vehicle
ToR	: Terms of Reference
TTT	: Technical Task Team

PART A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and *visa versa* and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. **Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are “not applicable”, bidders must ensure that “N/A” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the bid document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Original signature must appear on all relevant Sections of the bid document. Failure to comply with the same will invalidate your bid.**
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.

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10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.
18. **For compulsory briefing sessions - Bidders must ensure that during a briefing session, the certificate is stamped and signed, also ensure that the attendance register is signed. Failure to comply with any of these will result to disqualification.**
19. Bid Submissions:
 - (a) All Bids for this RFP must be physically submitted to the following address:

**Ezemvelo KZN Wildlife, Head Office
Queen Elizabeth Park
1 Peter Brown Drive
Montrose, Pietermaritzburg
3201, KwaZulu-Natal Province**

- (b) Bid submissions must be made by 11h00 on the Bid submission date
 - (c) Submissions made after 11h00 on the Bid Closing Date and Time shall be regarded as invalid, and returned unopened to the Bidder concerned.

REGISTRATION ON THE CENTRAL SUPPLIERS' DATABASE

- 1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
- 2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
- 3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have.
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
- 4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
- 5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

....., WHO REPRESENTS (state name of bidder)

.....

CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N.B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

BID No: EKZNW 05/2024/25

Goods/Service: Request for proposal (RFP) to Develop, Operate and Manage the Munywaneni Bush Lodge in Hluhluwe iMfolozi Park.

This is to certify that (bidder's representative name)

On behalf of (company name)

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: / /

Name of Public Entity Representative

(PRINT NAME)

Official Stamp with Signature

PART A INVITATION TO QUOTE

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE							
RFQ NUMBER:	EKZNW 05/2024/25	CLOSING DATE:	31 January 2025	CLOSING TIME:	11:00am		
DESCRIPTION	REQUEST FOR PROPOSAL (RFP) TO DEVELOP, OPERATE AND MANAGE THE MUNYWANENI BUSH LODGE IN HLUHLUWE IMFOLOZI PARK.						
BID RESPONSE DOCUMENTS MUST BE SUBMITTED TO:							
Ezemvelo KZN Wildlife, Head Office							
Queen Elizabeth Park							
1 Peter Brown Drive, Montrose							
Pietermaritzburg, 3202, KwaZulu-Natal Province, RSA							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr Sthabiso Sithole		CONTACT PERSON	Mr Teboho Mokoena			
TELEPHONE NUMBER	033 845 1225		TELEPHONE NUMBER	033 845 0999			
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER				
E-MAIL ADDRESS	sitholes@kznwildlife.com		E-MAIL ADDRESS	ezemvelo.ppp@kznwildlife.com			
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL <i>PROCUREMENT POLICY FRAMEWORK ACT, 2000</i> AND THE <i>PREFERENTIAL PROCUREMENT REGULATIONS, 2022</i>, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the Bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the State? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the Bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:
-
-
- 2.3 Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**
- 2.3.1 If so, furnish particulars:
-
-

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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3. DECLARATION

- I, the undersigned, (name)..... in submitting the accompanying Bid, do hereby make the following statements that I certify to be true and complete in every respect:
- 3.1 I have read and I understand the contents of this disclosure.
 - 3.2 I understand that the accompanying Bid will be disqualified if this disclosure is found not to be true and complete in every respect.
 - 3.3 The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
 - 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the Bid, bidding with the intention not to win the Bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
 - 3.5 The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 - 3.6 There have been no consultations, communications, agreements, or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the Bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this Bid.
 - 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of Bidder

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and;
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- (a) The applicable preference point system for this tender is the 80/20 preference point system.
- (b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PPP PRICE OFFER	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this Bid to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the *Preferential Procurement Policy Framework Act, 2000* (Act No. 5 of 2000).

3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people	10		Proof B-BBEE status level contributor indicating the percentage of black ownership.
At least 51% owned by black people who are women	6		Proof B-BBEE status level contributor indicating the percentage of black ownership.
At least 51% owned by black people with disabilities	4		Proof B-BBEE status level contributor indicating the percentage of black ownership.

DECLARATION WITH REGARD TO COMPANY/SPV

4.3 Name of company/SPV.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium/
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

PART B

GENERAL CONDITIONS OF BID

Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter.

1. Definitions and Interpretations

- (a) "Ezemvelo" shall mean The KwaZulu Natal Nature Conservation Board (herein after referred to as the Ezemvelo).
- (b) Ezemvelo's representative shall be: - Mr Siphesihle Mkhize – Chief Executive Officer, Telephone No. - (033) 845 1511.

2. Issuing of Documents and Cost of Bidding

The Ezemvelo will not reimburse Bidder for any expenses incurred in the preparation of the Bid and submission of a Bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

3. Bid validity period.

Unless a longer period is stipulated, all bids must remain binding for a minimum period of 180 calendar days from the date of the Bid Closing Date.

4. Submission of Bids

The Bid shall be signed by a person duly authorized to do so. A Bid submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorized to represent, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning. It shall state which of the signatories the lead partner is and whom Ezemvelo shall hold liable for the purpose of the Bid offer.

A Bid submitted by:

- (a) A registered Company may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorizing the Bid to be made and the signatory to sign the Bid on the Company's behalf.
- (b) A registered Close Corporation may not be considered unless accompanied by written authority from all the signatory members of the Close Corporation authorizing the Bid to be made and the signatory to sign the Bid on the Close Corporation's behalf.
- (c) A Partnership may not be considered unless duly signed by all partners or more parties duly authorized thereto to Power of Attorney by the parties, copy of which should accompany this Bid document.
- (d) A trust may not be considered unless duly signed by all trustees authorizing the Bid to be made and the signatory to sign the Bid on the Trust's behalf.

Bid Number: EKZNW 05/2024/25

Bids are to be submitted in a sealed envelope addressed to the Supply Chain Manager and must be placed in the bid box. This envelope should be endorsed with the following:

Bid Number: EKZNW 05/2024/25

Bid Description: Request for proposal (RFP) to Develop, Operate and Manage the Munywaneni Bush Lodge in Hluhluwe iMfolozi Park.

Closing date: **Friday, 31 January 2025**

Ezemvelo shall not assume any responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.

Failure to identify the envelope with the relevant and individual Bid reference number may lead to the Bid being disregarded. The envelope shall not contain documents relating to any Bid other than that shown on the envelope.

No Bid submitted by post, fax or other electronic means will be considered. Bids sent, via courier services will only be accepted if placed into the Bid Box. It is the Bidder's responsibility to ensure that this is done.

A specific Bid box is provided for the receipt of bids, and no Bid found in any other box or elsewhere subsequent to the Closing Date and Time of Bid will be considered.

Ezemvelo shall return **any Bid received after the Closing Date and Time** as stated in the advertisement, unopened, (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

Bids must be submitted on the documentation provided by the Ezemvelo KZN Wildlife (original bid documents). Submitting a copy of the original Bid document will invalidate your Bid.

5. Notices to Bidders

Prior to the date for submission of Bids, Ezemvelo's Representative may issue notices to Bidders in the form of circulars/addenda or modify the bid documents. A copy of each notice will be issued to every Bidder, who shall duly acknowledge receipt thereof. The "Notice to Bidder" circulars shall become part of the Bid documents and shall be signed by the Bidder and submitted with other Bid documents.

6. Amendments to Bid by Ezemvelo

The Ezemvelo will adjust arithmetical errors in the extension of rates and totals in the Bid and the Bidder will be informed of the effect of any corrections on its Bid sum prior to the award of the contract. In such cases the unit will be taken as being correct.

7. Bidder to satisfy itself as to Conditions and Circumstances of Bid

The Bidder shall be deemed to have satisfied itself as to all the conditions and circumstances affecting the Bid, **including the physical aspects of working areas**, and by the submission of a Bid will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Bidders are advised to check the number of pages and to satisfy themselves that none are missing or duplicated. No liability whatsoever will be recognized by Ezemvelo in regard to any claim thereof.

8. Alternative Bids

Bidders who submit alternative bids may do so only after having submitted Bids strictly in accordance with the Technical Specification, Scope of Work and Price Schedule. Should the Bidders wish to offer any alternative it shall state such alternative fully in covering documentation attached to its Bid. Such documentation shall include a fully priced Price Schedule and precise details of such offer and any change in financial, constructional, maintenance or other risk between the base offer and the alternative.

9. Qualification of Bids

Bids which are qualified may be rejected and all other things being equal, will lead to rejection of the qualified Bid in favour of any other non-qualified Bid.

10. Offering of a Commission or Gratuity

If the Bidder, or any employee, is found to have either directly or indirectly offered, promised, or given to any office bearer of the Ezemvelo any commission, gratuity, gift or other consideration, Ezemvelo shall have the right to disqualify the Bid and cancel any existing contracts without paying any compensation to the Bidder.

11. Method of Award

The Ezemvelo may award any contract to any one or more Suppliers at its discretion. The basis for any adjudication will be on consideration of a combination of the price/rates offered, functionality/technical and commercially acceptable bid(s). Black Economic Empowerment Achievements will also be taken into account.

12. Acceptance of Bid

The lowest, or any Bid will not necessary be accepted and Ezemvelo reserves the right to accept any Bid either in whole, or in part or to withdraw.

Notification of acceptance of Bid (an award of a contract) will be in writing signed by or on behalf of the Chief Executive Officer of the Ezemvelo KZN Wildlife. Oral advice on the acceptance of a Bid will **not** constitute any obligation towards, nor a contract between, a Bidder and Ezemvelo KZN Wildlife.

13. Rejection of Bids

Any Bid which does not comply with the Conditions of Bid may be regarded as incomplete and may be rejected.

14. Ownership of Documentation

All documents relating to the Bid remain the property of the Ezemvelo and a copy of the contract will be sent to the successful Bidder.

15. Undertaking in Event of Withdrawal of Bid

Should the Bidder withdraw its Bid during the specified period for which it holds good, or if when notified that its Bid has been accepted, fails to provide the security required under this contract within the period stipulated in the contract, it shall pay to the Ezemvelo upon demand any increased amount between the breached bid and the Bid that Ezemvelo finally accepts, without prejudice to any other rights which Ezemvelo may have in law against the Bidder.

The Ezemvelo shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under any other contract, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfilment of any other Contract between the Ezemvelo and the Bidder. Pending the ascertainment of the amount of the Bidder's liability to the Ezemvelo in terms of this Conditions of Bid, the Ezemvelo may retain such monies, guarantee or deposit as security for any loss which the Ezemvelo may sustain by reason of the Bidder's default.

16. Precedence of Documentation

Should there be a conflict within the contract documentation, the following shall be order of precedence:

- (a) Form of Agreement (Contract)
- (b) Technical Specification/Terms of Reference
- (c) Price Schedule
- (d) Special Conditions of Contract
- (e) General Conditions of Contract
- (f) General Conditions of Bid

17. Alterations or Corrections

No unauthorised alteration or addition shall be made to the Agreement, Price Schedule, or any portion of the original text in the Bid Documents. If such addition or alteration is made, or if the Price Schedule is not properly completed, the Bid may be rejected.

Any amendment or correction in the Bid document of bided amount/sum/rate or other entry must be affected only by deleting the incorrect entry and writing the correct amount/sum/rate/entry just above it in INK. Each and every amendment/correction must be initialled by all signatories to the Bid.

The use of "TIPPEX" correcting fluid or any other similar substance to make corrections and/ or alterations ANYWHERE in the Bid Document is NOT permitted and any Bid altered/amended in such a manner may be declared invalid. The use of any erasable ink i.e. pencil will invalidate your Bid.

18. Confidentiality of Bid Documents

All recipients of the bid documents shall, whether a bid is submitted or not, treat the details of the document as private and confidential and the general content shall not be disclosed or discussed with third parties without the prior approval of the Ezemvelo.

19. Copyright

No part of this document and any document enclosed with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Ezemvelo. Copyright is reserved on specifications, system and processes contained in the document. Any person, firm, body or consultant shall be responsible jointly and severally, in their personal and corporate capacities, for any contravention of this requirement for bidding and/ or any copyright Clauses contained in the document.

20. False Declarations

All information requested in this document and provided by the Bidder is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts will be viewed in a serious light by Ezemvelo, and should the true facts be established, that may disqualify the Bidder concerned.

21. Consent to Risk Analysis and Access to Information

The Bidder agrees that Ezemvelo may use the services and records of specialists or a registered credit bureau and other suppliers for information required in the original and future assessment risk, both technical and commercial.

If the Bidder is a private or unlisted public company, close corporation, or other artificial person, then it undertakes to advise the Ezemvelo immediately in writing of any agreement concluded for the change of its shareholding, membership or ownership. In such event (or if the Bidder fails to advise Ezemvelo as required in terms hereof), Ezemvelo reserves the right to re-assess any risk.

22. Prices quoted in Bid documents

All prices quoted in bid documents must be in South African currency and be inclusive of Value-Added Tax. Unless the price is broken down into separate components of (a) net price, (b) total price, (c) total price (i.e. including the tax consideration), the price quoted on a document will be DEEMED inclusive of value – Added Tax. No bid document which has not been priced (i.e. Bid prices not inserted in the spaces on the form/s provided therefore) will be admitted.

23. Compulsory meeting (If applicable)

Confirmation of attendance of compulsory inspection will be recorded on site. Non-attendance of compulsory site inspection/information/clarification meeting will invalidate your bid. Late entries will not be allowed. Bidder must be represented at the meeting by a person who is suitably qualified and experienced to comprehend the implications of the work.

24. Tax Clearance Certificate

A Valid Original Tax Clearance Certificate (or in the case of a Joint Venture, of all partners in the Joint Venture) must be submitted with the Bid document.

Please note that your Tax Clearance Certificate will be verified with SARS prior to the award of this Bid, you are therefore requested to ensure that your Tax Clearance Certificate is valid until the finalization.

25. Certificates

The following certificates must be provided with the Bid document. If they are not provided the bidder's offer may be considered as non-responsive:

- (a) Company/CC/Trust/Partnership/Co-operative registration certificates
- (b) Joint Venture Agreement and Power of attorney in case of Joint Ventures
- (c) ID certificates in case of one-man concerns.

26. Eligibility

A Bidder will not be eligible to submit a Bid if:

- (a) the Bidder submitting the Bid is under restrictions or has principals who are under restriction to participate in Ezemvelo's procurement due to corrupt or fraudulent practices.
- (b) the Bidder submitting the Bid is insolvent, bankrupt, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceeding in respect of the foregoing.
- (c) the Bidder does not comply with the legal requirements stated in Ezemvelo's procurement policy.
- (d) the Bidder cannot demonstrate that he/she possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capacity, personnel, experience and reputation to perform the contract.

27. Arithmetical errors

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

28. Submitting a Bid Offer

Bidder must submit one Bid only, either as a single bidding entity or as a member in a Joint Venture to provide the whole of works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. The Bid must be only in the original Bid document as obtained from Ezemvelo KZN Wildlife. Copied Bid document will be disregarded.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.

- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC Clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) cashier's or certified cheque
 - (i) The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in Clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in Clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in Clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of Clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

Report any Unethical Activity Without Fear of Victimization – Whistle Blow 0800 212 126 anytime

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
 - (b) the date of commencement of the restriction

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- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLEPROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note: Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the 2022 Preferential Procurement Regulations and the following Special Conditions of Contract.

2. VALIDITY PERIOD

The offers must remain valid for a period of 180 calendar days from the closing date of the submission of bids.

3. NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.

4. TAX MATTERS

It is a condition of this bid that the tax matters of a successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's obligation.

The Tax Compliance status requirements are also applicable to foreign bidders/individual who wish to submit bids.

Bidder must be registered on the Central Supplier Database (CSD) and provide its CSD number.

When a Consortium, Joint Venture, Sub-contractors is involved, each party must be registered on the CSD and their tax compliance status will be verified through the Central Supplier Database.

The bid will be awarded to the bidder who is tax compliant.

5. DECLARATION OF INTEREST (SBD 4)

A bidder or his/her authorized representative is required to declare if the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest has any interest(s) in any other related enterprise whether or not they are bidding for this contract. The Bidder's Disclosure (SBD 4) must be completed fully and if disclosure is found not to be true and complete in every respect the bidder will be disqualified.

6. SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIM (SBD 6.1)

The tenderer must indicate how they claim points for specific goals and substantiate by submitting proof/ documentation stated in the conditions of this tender. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender for specific goals will be interpreted to mean that preference points are not being claimed. The failure by the tenderer to indicate the points claimed will also result in points not being allocated.

7. EVALUATION METHODOLOGY

The evaluation process will be conducted in phase as follows:

7.1 Phase 1: Compliance and completeness screening

- The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the bid.
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS.
- The bid document must be fully completed, dated, signed and initial every page of the bid.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- The bidder has made the necessary disclosures on SBD4.

7.2 Phase 2: Mandatory requirements

Bidders are to provide the required documents as per all mandatory requirements stipulated in this document.

7.3 Phase 3: Technicality/Functionality Evaluation

All Bid submission shall be evaluated on technicality/functionality, and scored out of 100 points allocation, before being evaluated on Pricing and Preference, alluded to in Clause 7.4 below. For more details on technicality/functionality criteria, please refer to Clause 22 to 25 of Part F of this document.

The technical / functionality score is only used to pre-qualify the Bidders. Thus, only Bidders who achieve a **threshold of at least 80 points** on technical/functionality evaluation, and at least 50% for each functionality sub-category, will be considered for further evaluation on specific goals and PPP Financial Offer (Price).

7.4 Phase 4: 80/20 Preference points system

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- The specific goals for the tender and points claimed are indicated per the table below:

POINTS FOR PRICE	The specific goals allocated points in terms of this tender	Weight	Proof to be attached to substantiate points
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmax = Price of highest acceptable tender	At least 51% owned by black people	10	Proof B-BBEE status level contributor indicating the percentage of black ownership.
	At least 51% owned by black people who are women	6	Proof B-BBEE status level contributor indicating the percentage of black ownership.
	At least 51% owned by black people with disabilities	4	Proof B-BBEE status level contributor indicating the percentage of black ownership.

PART C – INTRODUCTION

1. INTRODUCTION

- 1.1 This Request for Proposals ("the RFP") is issued by Ezemvelo KZN Wildlife ("Ezemvelo") according to the Public Private Partnerships ("PPPs") guidelines provided for in National Treasury's Tourism PPP Toolkit, and in compliance with Treasury Regulation 16 issued in terms of the *Public Finance Management Act, 1999 (Act No. 1 of 1999) (as amended)* (PFMA).
- 1.2 Ezemvelo, as part of rolling out its Commercialisation Strategy, has identified several tourism PPP opportunities, of which the Munywaneni Bush Lodge in the Hluhluwe iMfolozi Park (HiP) is part of.
- 1.3 This Request for Proposals ("the RFP") is issued by Ezemvelo KZN Wildlife ("Ezemvelo") according to the Public Private Partnerships ("PPPs") guidelines provided for in National Treasury's Tourism PPP Toolkit, and in compliance with Treasury Regulation 16 issued in terms of the *Public Finance Management Act, 1999 (Act No. 1 of 1999) (as amended)* (PFMA). This undertaking will allow Ezemvelo to focus on its core mandate of biodiversity conservation and ecotourism promotion. Additionally, a collaborative partnership with the private sector is anticipated to decrease Ezemvelo's reliance on government funding.
- 1.4 In this endeavour, the prospective Private Partner (Bidder) is expected to development, operate and management the intended Project in adherence to all applicable environmental regulations and/or rules set out by Ezemvelo. In keeping with Ezemvelo's Commercialisation objectives, particular attention should be given to implementing and promoting broad-based Black Economic Empowerment ("B-BEEE"), with particular consideration of all key stakeholders, including communities adjoining Ezemvelo's protected areas.

1.5 Value-for-Money Objectives

The value-for-money objectives for this project are expected to be aligned with Ezemvelo's Commercialisation and policy at all times. Thus, this is crucial for the prospective Private Partner to set and articulate the Project's objectives at the inception phase of the Project, to provide benchmarks for the feasibility and procurement phases. These objectives, therefore will be used as key performance and success indicators for of the Project during management of the PPP Agreement to be entered into between Ezemvelo and Private Partner.

For ease of reference, Value-for-Money Objectives shall refer, but not limited, to the following:

- (a) Optimising mutual benefits for all stakeholders involved in the Project;
- (b) Improving ecotourism infrastructure;
- (c) Maximising tourism product offerings;
- (d) Enhancing local community participation in the Biodiversity Economy Value-Chain systems;

- (e) Employment creation and support for Local Economic Development;
- (f) Promotion and support of local economic development;
- (g) Promotion of the industry transformation agenda through application of B-BBEE; and
- (h) Positioning Ezemvelo as a wildlife destination of choice.

2. GENERAL RULES OF THE BID

- 2.1 This RFP takes precedence over any previous communication to prospective Bidders regarding this PPP opportunity, including previous bidding rules and procedures.
- 2.2 Any verbal discussions with Ezemvelo officials should not alter any of the terms and conditions outlined in this RFP. Therefore, Bidders should exclusively depend on written communications, additions, or clarifications from authorized Ezemvelo officials (see contact details in page 10), which may be distributed to all eligible Bidders. Emails sent from Ezemvelo to Bidders will be considered official written communication and/or response.
- 2.3 Ezemvelo reserves the right to modify the Bid schedule or make revisions, additions, or clarifications to the RFP at its discretion. Additionally, Ezemvelo reserves the right to cancel the Bid at any time without advance notice, and may disqualify any Bidder as provided for in this RFP. Ezemvelo shall not be held liable for exercising any rights stipulated in this RFP or granted by the laws of the Republic of South Africa.
- 2.4 The Bid/RFP will adhere to and be governed by all relevant Procurement laws and regulations of the Republic of South Africa.
- 2.5 All communication and correspondence related to the proceedings of this Bid/RFP shall be conducted and documented in English.
- 2.6 Bid submission by the Bidder signifies complete acknowledgment, acceptance, and adherence to all terms and conditions outlined in this RFP, the PPP Agreement, and relevant laws within the jurisdiction of the Republic of South Africa.
- 2.7 The Bidder shall be accountable for all expenses and potential losses arising from his/her preparation and submission of this Bid, as well as their involvement in the Bidding process. Therefore, Ezemvelo will not reimburse any Bidder for such expenses or losses incurred in connection with the outcome of the Bidding process.
- 2.8 A draft PPP Agreement concerning this Project will be provided within this RFQ document. Ezemvelo reserves the right amend, supplement, or clarify the PPP Agreements as necessary. Furthermore, Ezemvelo shall not be held liable for exercising any rights outlined in this Clause, the RFP, PPP Agreements, or under the laws of the Republic of South Africa.

3. IDENTITY OF OPERATOR

- 3.1 For this endeavour, the Bidder may assume the form of a singular entity or enterprise, or opt for a collaborative arrangement such as a joint venture or a trust, in accordance with the legal recognition provided for by the laws of the Republic of South Africa. Regardless of the form chosen by the Bidder, such an entity or establishment is expected to fulfil all operational and financial requirements and criteria as outlined in this RFP document.
- 3.2 Please be aware that no public entity or institution, whether wholly or partially, is permitted to bid or submit a proposal for this Bid. Thus, this Bid is exclusively reserved for the private sector.
- 3.3 All submission relating to this Bid are to be submitted with a clearly articulated proposed or final structure to be adopted by the entity, clearly outline shareholders' roles and responsibilities, including equity, ownership and directorships held by shareholders.
- 3.4 Each submission must provide a detailed outline of the entity's structure, including clear identification of shareholders and their respective roles and responsibilities. Additionally, the submission should specify the equity, ownership, and directorships held by shareholders. Ezemvelo requires prospective Bidders to establish a Special Purpose Vehicle (SPV) solely for the purpose of implementing or executing this Project. SPVs should comprise legal entities, thus not individuals shall be eligible to constitute an SPV. The SPV's sole objective will be to execute the PPP Project. Furthermore, any parties not serving as shareholders but playing integral roles in the SPV's operation should also be listed.
- 3.5 Bidders must also furnish details regarding the ownership structure of the entity(s) composed of the Interested Bidders, along with organograms illustrating the ownership distribution.
- 3.6 Bidders are also required to demonstrate their capacity to secure both debt financing, as well as to offer satisfactory security to Ezemvelo (see Clause 20.1.2 of Part F).
- 3.7 When drafting submissions concerning the identity of the prospective Operator, Bidders are required to structure their submissions as follow:
 - 3.7.1 submit information a detailed in in Section 1B regard the company or enterprise, or a collaborative arrangement such as a joint venture or a trust, its shareholders, partners of beneficiaries; and
- 3.8 Ezemvelo may request, additional information or documentation from Bidder(s) for its evaluation and adjudication processes of this Project.
- 3.9 Should the Bidder consist of multiple entities, shareholders in one SPV are not permitted to be shareholders in other SPVs bidding for the same PPP Project.

PART D – BID TERMS OF REFERENCE (ToR)

BID TERMS OF REFERENCE (ToR)

BID DESCRIPTION: REQUEST FOR PROPOSAL (RFP) TO DEVELOP, OPERATE AND MANAGE THE MUNYWANENI BUSH LODGE IN HLUHLUWE IMFOLOZI PARK.

1. PURPOSE

In line with its Strategic Plan for Commercialization, Ezemvelo invites proposals from eligible Bidders to participate in a Public-Private Partnership (PPP) opportunity for the (re)development, operation, and management of the existing Munywaneni Bush Lodge located within the Hluhluwe iMfolozi Park. The selected Bidder will be granted the concession rights to the aforementioned Project for a duration of 20 years from the commencement of operations.

2. BACKGROUND

Ezemvelo KZN Wildlife is a South African state-owned conservation agency established in terms of the *KwaZulu-Natal Nature Conservation Management Act (Act No. 9 of 1997)* with the mandate of conserving; protecting; controlling, and managing protected areas and their biological diversity, which represents the indigenous fauna, flora, landscapes and associated cultural heritage of the KwaZulu-Natal (KZN) province.

As an aspect of its tourism operations and revenue generation strategy, Ezemvelo has recognized prospects to make certain tourism facilities available to the private sector. This initiative aims to enhance the tourist experience and capitalize on the opportunity to generate additional revenue. However, acknowledging the considerable expertise needed to operate and manage these facilities effectively and efficiently, it has become imperative for them to be operated in collaboration with eligible private sector partners through concession arrangements.

3. SCOPE OF WORK

The scope of work for (re)development, operating and managing the Munywaneni Bush Lodge facility on a Concession basis requires the successful Bidder (Operator) to undertake the following:

- 3.1 The PPP opportunity for bush lodge facilities is open for the redevelopment of the Munywaneni Bush Lodge facility, which will be situated on the GPS coordinates **28°07'39.2"S 32°03'08.8"E** of already "disturbed" locations with the protected area.
- 3.2 Construct and manage the bush lodge at their own expense and risk, in collaboration with Ezemvelo, ensuring minimal environmental impact.

- 3.3 Ezemvelo aims to expand its tourism market by catering to an up-market clientele, including individuals with special needs, thus ensuring universal access. Therefore, the proposed business should offer all-inclusive 3 to 5 Star-Graded products, encompassing, but not limited to, meals, Spa treatments, and guided adventure tour activities within the Park.
- 3.4 Should the Operator propose to expand accommodation units from existing space, then such should be incorporated into the proposal building plan. Please note that Ezemvelo reserve the right to amend the proposed building plan, which should adhere to all applicable environmental management rules and regulations. Thus, proposed building plans need to be submitted as part of the Bidder's proposal.
- 3.5 **Rehabilitation:** Where structures are not refurbished and re-used, the Operator will be required to remove such old structures from site.
- 3.6 The Operator will be responsible for maintaining a 1 km stretch of road from the main road to the Lodge, ensuring it remains in a reasonable and usable condition. Thus, layout plans of the road are to be approved by Ezemvelo.
- 3.7 Please note that the Munywaneni Bush Lodge is situated away from the ESKOM main power grid, and its currently non-operation. Therefore, the Operator should explore alternative power sources. While a solar solution is recommended as the optimal renewable energy option for this project site, the design of a power solution to support the Project's operation is at the discretion of the Operator.
- 3.8 Support services are to be upgraded with an emphasis on green energy and the establishment of an effective water management system. Consequently, the Operator will be obligated to conduct bi-annual water testing exercises. Water tests will be carried out by Ezemvelo.
- 3.9 The Operation will be responsible for all utility accounts be it from the municipality or metered and supplied by Ezemvelo (where applicable). Ezemvelo to install water and electricity meters (if required).

3.10 Insurance

The Operator shall have insurance cover in place for the following:

- 3.10.1 Contents insurance;
- 3.10.2 Public liability insurance;
- 3.10.3 Building insurance and ensure that all requirements such as a lightning conductor is in place; and
- 3.10.4 Business Interruption insurance.

- 3.11 Solid waste must be recycled on site and transported to an approved disposal site. Sewerage must be treated on site.
- 3.11.1 A permit will be required from the Department of Water Affairs and Forestry (DWAF) to operate the purification plant and dispose of the effluent.
- 3.11.2 An independent sewerage system should be implemented (fenced reed bed) and should act as a birding feature.
- 3.11.3 Important to note that Ezemvelo should issue pre-approval of the planned sewerage system.
- 3.11.4 The Bidder will subscribe to quarterly environmental control officer audits with an obligation to correct and implement findings of the report.
- 3.12 Any deviation on the agreed areas of operation will need written approval and be added as an addendum to the PPP agreement to be entered into.
- 3.13 Ensure hygienic and proper equipment care and cleanliness of all operational areas (including the kitchen and storeroom). The Operator, therefore, shall adhere to all applicable *Occupational Health and Safety Act (Act 85 of 1993)* requirements, which make provision for a safe and healthy environment of workers in connection with the use of any plant and machinery, as alluded by the Act. The Act further makes provision for the protection of other people in the workplace other than workers from potential hazards that may arise out of or in connection with activities undertaken by workers.
- 3.14 Comply with Section 2(1) of the *Foodstuffs Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)*, which prevents any person from selling food unfit for human consumption.
- 3.15 Comply with the *Health Act, 1977 (Act 63 of 1977)*, which, among others, makes provision for Environmental Health Practitioners (EHPs) to detain, sample, and, if necessary, seize any foodstuff in their areas of jurisdiction, which is deemed harmful or dangerous to human health.
- 3.16 Provide suitable cleaning materials and only food-grade approved chemicals per the SABS 1828 and SABS 1853 standards. Hence, the Operator undertakes not to sell and/or use any chemicals banned in an environmentally protected area. Such chemicals shall include but are not limited to pesticides, non-biodegradable detergents and cleaning agents.
- 3.17 Comply with the *National Environmental Management: Waste Act 59 Of 2008*.
- 3.18 Comply with provisions of the *Consumer Protection Act 2008 (Act 68 of 2008)* that affect the Business.
- 3.19 Maintain a pest-free restaurant using appropriate sanitation standards, maintenance programs, regular employee training, and observing approved pest prevention practices and protocols.

- 3.20 Adhere to all statutory regulations and, more specifically, those within which Ezemvelo is required to comply. More specifically, adherence to all local, national and international regulations, including minimizing energy and water consumption. Wherever possible, recycle and reuse materials, minimize solid waste generation, not use materials that may cause harm to the environment, and promote internal awareness of environmental issues with employees through training with respect to the environmental policy of Ezemvelo.
- 3.21 Possess appropriate liquor licenses as prescribed by the *KwaZulu-Natal Liquor Licensing Act, 2010 (Act 6 of 2010) as amended*, for all areas of operation where liquor beverages are sold and/or consumed.
- 3.22 On Labour and Employers' relations issues:
- 3.22.1 Ensure adherence to all labour and employment Laws, Regulations, Standards and corresponding ordinances applicable within the South African jurisdiction, such as the *Labour Relations Act (Act 66 of 1995)* and the *Basic Conditions of Employment Act (Act 75 of 1997)*.
 - 3.22.2 Employ and compensate employees as prescribed by relevant legislation or wage determination as may be applicable in the industry from time to time.
 - 3.22.3 The Operator shall provide all staff with appropriate uniform and personal protective clothing that is in keeping with the ambience of all operating sites for staff members to effectively execute their duties.
 - 3.22.4 Ensure that management and staff members of the Lodge operation are regularly trained on hospitality safety practices in a protected area and customer care, and such staff members demonstrate knowledge of safe handling and preparation of food for human consumption.
- 3.23 Costs of undertaking Clause 3.22 shall be at the successful Operator's account.
- 3.24 The Operator shall independently obtain all relevant licences, including liquor licenses alluded to in Clause 3.21, and authorisations to operate and manage allocated restaurant facilities effectively.
- 3.25 Compile and submit quarterly management reports to Ezemvelo. Such management reports shall include but are not limited to monthly and quarterly income statements, operation performance, maintenance, risk management and audit issues, as may be agreed by both Parties.
- 3.26 The Operator shall furnish to Ezemvelo as soon as practicable but in any event not later than 120 (one hundred and twenty) Business Days after the end of each Financial Year which occurs after the Operation Commencement Date –

- 3.26.1 Three (3) hard copies and one (1) electronic copy of the Operator's complete annual report containing financial statements for such Financial Year as signed by a duly authorised officer of the Operator, all in accordance with the requirements of accounting best practice (which must be consistent with the books of accounts and prepared in accordance with GAAP or IFRS (depending on the principles/standards used by the Operator) consistently applied), together with an audit report thereon;
- 3.26.2 A copy of any audit findings report sent by the Operator's auditors to the Operator or its management in relation to the Operator's financial, accounting and other systems, management and accounts; and
- 3.26.3 A reconciliation of the profit and loss account, the budget for that Financial Year, and an analysis thereof.
- 3.27 On PPP Fees,
- 3.27.1 The Operator shall pay the PPP Fee to Ezemvelo each month from the commencement of operations, for each month of the Agreement term.
- 3.27.2 The monthly PPP Fees payable by the Operator to Ezemvelo shall be the higher of the following two figures:
- The Minimum PPP Fee set by Ezemvelo increased annually by CPI; or
 - The Variable PPP Fee (the percentage of gross revenue earned by the Operator).
- 3.27.3 The Minimum PPP Fee or the Variable PPP Fee will be calculated on the Gross Revenue for the Project operation.
- 3.27.4 The monthly Minimum PPP Fee and the Variable PPP Fee are set out in detail in Schedule 6 attached hereto. Irrespective of which of these elements determines the final amount payable in any given month, the PPP Fee payment will be the higher of the Minimum PPP Fee or the Variable PPP Fee for the Project operation and shall be payable by the Operator to Ezemvelo within 7 (seven) Business Days following the end of each month, free of deduction or set-off, to Ezemvelo.
- 3.27.5 For purposes of reconciling the PPP Fees payable by the Operator in any given Financial Year, the Operator shall, within a reasonable period after the end of each Financial Year, furnish its audited financial statements to Ezemvelo where after Ezemvelo shall verify and reconcile the PPP Fees due against the PPP Fees actually paid in the relevant Financial Year.
- 3.27.6 In the event that subsequent to the enquiry contemplated in Clause 3.27.5 above, the PPP Fees paid by the Operator are less than the PPP Fees due to Ezemvelo in the

relevant Financial Year (the “Outstanding Fees”); the Operator shall pay the Outstanding Fees to Ezemvelo upon demand. Please refer to Clause 3.27.9 below.

- 3.27.7 All PPP Fees or other amounts payable by the Operator to Ezemvelo in terms of the PPP Agreement shall be exclusive of VAT.
- 3.27.8 The Operator shall, notwithstanding any other provision of this PPP Agreement, not be obliged to pay rental for the period from the signature date up to the contract commencement date, where after PPP Fees will be payable as provided for herein.
- 3.27.9 Interest shall accrue on all overdue amounts payable in terms of this PPP Agreement as per the Operator’s financial rules and regulations.
- 3.28 Provide working operating expenses for effective and successful operation and management of Bush Lodge on a Concession basis as may be required from time to time.
- 3.29 Undertake regular maintenance and repairs required on the infrastructure and where necessary, replace fixtures and fittings at own expenses. Hence, the Operator is expected to be responsible for all maintenance to the buildings, the maintenance and renovation of the interior and exterior of the building/s that includes finishes, including light bulbs, electrical fittings, sanitary, tiling, plastering, painting and ironmongery that relates to the following:
- (a) Sanitary fittings within the area (basins, sinks, toilets);
 - (b) Wall finishes like painting, tiling, plastering and cladding;
 - (c) Internal floor finishes (tiling, screed, carpets etc.);
 - (d) Electrical (DB and contents and all electrical works e.g. replacing bulbs, bulb fittings and switches). The Operator shall ensure that if there are electrical work to be done that needs a COC, that it should be done by a registered electrician that can issue the certificate;
 - (e) Plumbing (piping, fittings, valves and taps);
 - (f) Air conditioning, water coolers and geysers replacements if necessary;
 - (g) Waste drainage (all piping included the first fat traps or gullies outside the building);
 - (h) Responsible for kitchen equipment, maintenance of cool rooms and freezers with refrigeration equipment;
 - (i) Installation of a functional fat trap for conservation purposes that should be cleaned as per fat trap maintenance schedule.
- 3.30 Produce and submit regular management reports as many be agreed with Ezemvelo. Such management reports should include but are not limited to monthly income statements, operation performance, risks and audit reports as may be agreed by both Parties.

- 3.31 Undertake a marketing programme in consultation with Ezemvelo to enhance sales and revenue performance based on factors such as trade area market dynamics and customer demographics. As such, a minimum of 2% of the Gross Revenue should be allocated towards the above-mentioned marketing programme.
- 3.32 Implement measures that would reduce and/or mitigate visual impact branding, as may be advised by Ezemvelo.
- 3.33 Ezemvelo may regularly undertake risk assessments with a specific focus on the following areas:
- (a) Hygiene practices
 - (b) Safety practices
 - (c) Competency of staff
 - (d) Water conservation and sanitation practices around areas of operation
 - (e) Pest control methods
 - (f) Environmental toxins on the premises
- 3.34 The Operator will be expected to conduct bi-annually hygiene audits at their cost. Thus, the Operator will further be expected to score at least eighty-five percent (85%) on the Hygiene Audit total quality index, which should include at least two (2) swabs analysed in a lab for growth. The auditor should ensure and also verify as part of the hygiene audits that:
- 3.34.1 it implements measures to prevent pathogens to be detected on food samples;
 - 3.34.2 the Restaurant Facility acquires and maintains a certificate of acceptability (to be displayed at the restaurant);
 - 3.34.3 a cleaning programme in respect of the Restaurant Facility is implemented, including a cleaning schedule and cleaning checklist;
 - 3.34.4 the staff at the Restaurant Facility is trained in hygiene practices;
 - 3.34.5 hand washing facilities and proper cleaning chemicals are available;
 - 3.34.6 food areas are zoned as per food type; and
 - 3.34.7 the pest control measures such as screening, closure of windows and doors are implemented.
- 3.35 The Operator shall clean the extractor fan six-monthly by an accredited company with the certificate provided to Ezemvelo following the service.

4. AREA OF OPERATION

Current state of the Munywaneni Bush Lodge



GPS coordinates **28°07'39.2"S 32°03'08.8"E**

5. CONTRACT DURATION

Notwithstanding the signing of the PPP Agreement to be entered into by both Parties (i.e., Ezemvelo and successful Bidder/Operator), this Project shall span a duration of twenty (20) years from the commencement of the Project Operation. The contract with the Operator will incorporate a PPP Agreement and Service Level Agreement outlining all deliverables required by Ezemvelo and mutually agreed upon by both Parties.

6. BIDDING PROCESS TIMELINES

The bidding process shall be undertaken according to the estimated timelines provided in the table below. However, Ezemvelo reserve the right to reasonably adjust this schedule as deem necessary. As such, Ezemvelo cannot be held liable for any liabilities that Bidders may encounter while exercising their rights within this bidding process, as outlined in this Bid or under applicable South African laws.

Activities	Dates
Public Advertisement for the Bid at various platforms	Friday, 25 October 2024
Availing Bid documents to interested Bidders	Friday, 25 October 2024
Registration for Due Diligence Site Visit (site briefing) Please use the email: ezemvelo.ppp@kznwildlife.com	Monday, 28 October 2024 till Friday, 1 November 2024
Due Diligence – Compulsory Site Visit	Thursday, 14 November 2024
Submission of comments & clarity questions by Bidders	15 - 22 November 2024
Response to Bidders' questions	Friday, 29 November 2024
Bid submissions – closing date	Friday, 31 January 2025

7. BIDDER PRE-QUALIFICATION CRITERIA

To participate in this Bidding process, Bidders are required to fully comply qualifying criteria outlined **Section 1A – Bid Mandatory Requirements**. Failure meet these requirements will result in the Bid being deemed incomplete and ineligible for consideration.

8. SITE VISITS AND DUE DILIGENCE

- 8.1 A Due Diligence site briefing for this Project will be organised for prospective Bidders. It is therefore, compulsory for all prospective Bidders to attend the abovementioned site briefing. Failure to attend the site briefing and signing of the attendance register by the prospective Bidder at the site briefing, will result in the Bid to be submitted by such Bidder to be deemed ineligible for consideration. The Due Diligence Site Briefing is being organised for the Bidders with the following objectives:
- (a) To enable prospective Bidders to gather all necessary information to submit an informed and competitive Bid for this Project; and to review the Project site requirements; and
 - (b) To ensure that provided information is equally available to all Bidders.
- 8.2 Due Diligence Site Briefing will be undertaken for all prospective Bidders at the Project site as outlined in Clause 6 above.
- 8.3 For this purpose, prospective Bidders are required to register for above mentioned site briefing as outlined in Clause 6 above, by sending their Full Names, Company Name, Contact telephone number and e-mail to:

Ezemvelo PPP Register

E-mail: ezemvelo.ppp@kznwildlife.com

Please note that registration for Due Diligence Site Visit will close on 01 November 2024.

- 8.4 Participation in this site briefing will provide prospective Bidders with insights into potential Project requirements and opportunities that could inform the feasibility studies conducted by Bidders. Additionally, it will contribute to ensuring the accuracy of viability assessments for the facility.
- 8.5 The programme for the site briefing will only be distributed to provide prospective Bidders upon registration alluded to in Clause 8.3.
- 8.6 Please note that arrangements and covering of expenses for accommodation and travel to the site briefing are the sole responsibility of the prospective Bidder.
- 8.7 Every Bidder is individually accountable for conducting its own due diligence investigation regarding investment purposes, the proposed PPP Agreement terms, and all matters concerning this RFP. Neither Ezemvelo nor any of its respective officials, agents, consultants, or advisers may provide any representation or warranty, explicit or implicit, regarding any aspect of this PPP opportunity, except for the representations and warranties explicitly stated by Ezemvelo in the PPP Agreement.

- 8.8 No verbal agreement or discussion with Ezemvelo officials, agents, consultants, or advisers shall alter or amend any terms and conditions outlined in this RFP. Thus, only written amendments, supplements, or clarifications from duly authorized Ezemvelo officials, distributed to all qualifying prospective Bidders shall be considered official. For the purpose of this provision, communication sent via electronic mail from a duly authorized Ezemvelo official to qualifying prospective Bidders shall be considered official written communication.
- 8.9 Ezemvelo contact for the compulsory due diligence site briefing.

For all matters relating to the compulsory due diligence site briefing and visits please contact:

Mr. Teboho Mokoena

E-mail: ezemvelo.ppp@kznwildlife.com

PART E - BID SUBMISSION & EVALUATION

9. CONTENTS OF BID SUBMISSIONS

- 9.1 All communication and correspondence related to the proceedings of this Bid/RFP shall be conducted and documented in English.
- 9.2 Each Bidder's submission must include solely the information essential for Ezemvelo to assess the Bidder's proposal in response to this Bid. This encompasses details regarding the Bidder's Technical/Functionality capabilities, Financials, and current Bidder's Broad-based Black Economic Empowerment (B-BBEE) status.
- 9.3 Please note that this Bid will employ the **Two-Envelope Bidding Process** in which the Bidder submits two (2) sealed envelopes simultaneously, both of which must be enclosed together within a single outer sealed envelope as outlined below:
- 9.4 The **FIRST SEALED ENVELOPE** must exclusively contain the Project Technical Proposal, comprising original non-financial components of the Bid. The envelope must be prominently labelled as "***Bid Technical Proposal***" on the exterior and must include all original non-financial elements of the Submission. The contents of the Project Technical Proposal should include:
 - 9.4.1 The original of the Bidder Information, in the format provided in **SECTION 1A – BID MANDATORY REQUIREMENTS**;
 - 9.4.2 The original of the Bidder Information, in the format provided in **SECTION 1B – BIDDER'S INFORMATION**;
 - 9.4.3 Original of the Financing and Capital Plan, in the format provided in **SECTION 2 – BIDDER'S FINANCING AND CAPITAL PLAN**;
 - 9.4.4 Original of the Business, Operational and Design Plan, in the format provided in **SECTION 3 – BIDDER'S BUSINESS, OPERATIONAL AND DESIGN PLAN**;
 - 9.4.5 Original of the Environmental Proposal, in the format provided in **SECTION 4 – BIDDER'S ENVIRONMENTAL MANAGEMENT PROPOSAL**;
 - 9.4.6 Original of a completed Risk Matrix, in the format provided in **SECTION 5 – PROJECT RISK MATRIX**;
 - 9.4.7 Original of the B-BBEE proposal, in the format provided in **SECTION 6 – SPV B-BBEE PROPOSAL**;

9.4.8 Tax certificates:

- The Bidder is required to submit their unique *personal identification number (PIN)* issued by SARS to enable Ezemvelo to view the taxpayer's profile and tax status;
- Bidder must also submit a Tax Compliance Status (TCS) certificate together with the Bid.
- In a Bid where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN.

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

9.4.10 An original Bid Bond from a reputable bank in a form substantially similar to that set out in Annexure 2 - Acceptable wording of Bid bond; and

9.4.11 EXTREMELY IMPORTANT: Its MANDATORY for Bidders to submit an electronic copy containing all sections of the Bid submission, clearly marked, on a USB disk. Sections must be in unedited PDF format, replicating hard copies submitted, for evaluation purposes. It's essential to ensure that the PPP fee offer is not disclosed anywhere in the document submitted on the USB in electronic format; failure to comply will lead to disqualification of the Bid.

9.5 The **SECOND SEALED ENVELOPE** must solely contain a Proposal on the current Bidder's B-BBEE status (verifiable by the attachment of a valid B-BBEE Certificate(s)) and the Project PPP Financial Offer formatted according to **SECTION 7 – PROJECT PPP FINANCIAL OFFER**. This envelope must be clearly labelled as "**Bid B-BBEE and PPP Financial Proposal**" on the outside. It's important to note that Ezemvelo reserves the right to disqualify any Bidder who fails to submit a valid B-BBEE Certificate and/or whose PPP Financial Offer is not in the specified format. **Additionally, please be aware that PPP Financial tranches are not permitted unless specifically requested as part of the PPP Financial Offer Format.**

9.6 Each envelope should be clearly marked as Envelope 1 or 2, and must be covered by Bid covering letter in the format provided in **Annexure 1 – Bid Covering Letter** attached to the front of each envelope.

9.7 The two envelopes alluded to in Clause 9.4 and 9.5 are to must be enclosed together within a single outer sealed envelope.

9.8 All information provided in response to this Bid or RFP will be valid for 180 calendar days, commencing from the Bid Closing Date, unless otherwise the validity period is officially extended and communicated to all Bidders by Ezemvelo.

- 9.9 In submitting this Bid, the Bidder signifies comprehension, acknowledgment, and acceptance of adhering to all terms and conditions outlined in this RFP, which also includes compliance with all relevant laws and regulation of the Republic of South Africa. Thus, the Bidder confirms acceptance of these terms and conditions.

10. BIDS OPENING PROCESS

- 10.1 Since this Bid will employ the **Two-Envelope Bidding Process** that entails submission of two (2) sealed envelopes simultaneously for Bid Technical Proposal (#1 envelope), and for the current B-BBEE status and PPP Financial Proposal (#2 envelope), the two sealed envelopes will be separated once submission has been confirmed by Ezemvelo on the Bid Closing Date.
- 10.2 Following the above, all sealed #2 envelopes will be locked away in the safekeeping of Ezemvelo until such time that the evaluation process for Technical Proposals (#1 envelopes) has been completed. This undertaking will enable Ezemvelo to evaluate Technical Proposals without reference to PPP Financial offers.

11. BID EVALUATION METHODOLOGY

This Bid will be evaluated on three (3) main elements, namely: Technical/Functionality Proposal, current Bidder's B-BBEE Status and PPP Financial Offer.

- 11.1 **#1 Envelope** - Bid Technical Proposals will be opened first by members of a Bid Evaluation Committee for technical / functionality evaluation at the date alluded to in the Bidding Process Timeline table above under Clause 6. Please note that Bid Technical Proposal will also contain a section on the **B-BBEE Plan for the SPV**, and this will form part of this technical/functionality evaluation (**this is different for the current B-BBEE to contained in #2 envelope**).

At this stage, only Bid Technical Proposals scoring at least 80 points in the evaluation will be deemed responsive and eligible to proceed to the next phase of evaluation.

- 11.2 **#2 Envelope** – this envelope contains the PPP Financial Offer Proposal and the Bidder's B-BBEE certificate or sworn affidavit to substantiate points claimed for specific goals and the Project. **ONLY** #2 envelope corresponding to Technical Proposals that have achieved a total scoring at least 80 points on technical/functionality will be considered for further evaluation on B-BBEE and PPP Financial Offer.

- 11.3 After the evaluation of B-BBEE and PPP Financials, the Project may be granted to the Bidder whose Proposal/Bid has been deemed acceptable by the Bid Adjudication Committee.

12. B-BBEE EVALUATION PROCESS

This part of the Bid will be evaluated as follows:

- 12.1 The bid will be evaluated for the price and specific goals of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), a maximum of 20 points will be awarded based on the identified specific goals.

13. BID TECHNICAL / FUNCTIONALITY EVALUATION (#1 ENVELOPE)

- 13.1 The functionality aspects of the Bid will be scored out of 100 points. The Bidder must achieve at least 80 points on overall technical/functionality evaluation, and receive no less than 50% (or 5 Likert scale rating) scoring on each sub-category under technical/functionality presented on the Table below, failure of which will render the Bid non-responsive and ineligible to proceed to the next phase of the evaluation.

Table 1: Weighting on Functional Evaluation

Items	Financial & Capital Plan	Business, Ops and Design Plan	Environmental Management Plan	Risk Matrix	SPV B-BBEE Proposed Plan
Weight	25	45	20	10	N/A
Minimum Threshold	50%	50%	50%	50%	Commitment

13.2 Financial and Capital Plan

- 13.2.1 Bidder is expected to provide a Financing and Capital Plan for the proposed Project, and this must be presented according the format provided in **SECTION 2 – BIDDER’S FINANCING AND CAPITAL PLAN**.
- 13.2.2 The aim of the aforementioned Plan is to enable Ezemvelo to evaluate the Bidder’s capacity to secure sufficient finances and capital investment for executing the proposed Project. Additionally, provided information will aids the Bid Evaluation Committee in determining the soundness and realism of the Bidder’s financial model in this regard.
- 13.2.3 As alluded in Table 1, Financial and Capital Plan weighs 25 points of the total functional section of the Bid evaluation scoring.

13.3 Business, Operational and Design Plan

- 13.3.1 The Bidder is also expected to provide a Business, Operational and Design Plan for the proposed Project, and this must be presented according the format provided in Section 3 - Business, Operational and Design Plan.
- 13.3.2 The aforementioned Plan is intended to assess the Bidder's proficiency in understanding the proposed Project, as evidenced by the Project's Business, Operational, and Design Plans. It ensures that the Bidder's proposal adheres to generally accepted business principles relevant to the Project and aligns with Ezemvelo's specifications outlined in this RFP.
- 13.3.3 The aforementioned Plan is intended to evaluate the Bidder's acumen the proposed Project through the Project's Business, Operational and Design Plans, and that the Bidder proposal is credible based on generally accepted business principles applicable to the Project, and which are in line with Ezemvelo's specifications given in this RFP.
- 13.3.4 As alluded in Table 1, Business, Operational and Design Plan weighs 45 points of the total functional section of the Bid evaluation scoring.

13.4 Environmental Management Plan

- 13.4.1 Bidder is expected to provide the Environmental Plan for the proposed Project, and such must be presented according the format provided in **SECTION 4 – BIDDER'S ENVIRONMENTAL MANAGEMENT PROPOSAL**.
- 13.4.2 Submission of the aforementioned Plan/ Proposal is intended to ascertain the Bidder's understanding the prevailing environmental issues applicable to the proposed Project, and have fully planned them. This undertaking further ensures that the Bidder complies with minimum standards of responsible tourism and have factored these issues into their plans.
- 13.4.3 As alluded in Table 1, Environmental Management Plan weighs 20 points of the total functional section of the Bid evaluation scoring.

13.5 Project Risk Matrix

- 13.5.1 The Bidder must provide risk assessment (matrix) of the operation to be undertaken based on their understanding of the business. This will enable Ezemvelo to evaluate the extent to which the bid complies with the risk allocation of the risk matrix given in **SECTION 5 – PROJECT RISK MATRIX**.
- 13.5.2 As alluded in Table 1, the Project Risk Matrix weighs 10 points of the total functional section of the Bid evaluation scoring.

13.6 SPV B-BBEE Plan Proposal

- 13.6.1 In this part, the Bidder is expected to provide its SPV B-BBEE Proposed Plan, using the **Tourism B-BBEE Scorecard** with targets per sub sections, as outlined in Clause 26.3 Part F.
- 13.6.2 Please note that commitments made by the Bidder on the SPV B-BBEE Proposed Plan:
- (a) below the Tourism Scorecard Compliance Targets (see Clause 26.3.3 for Larger Enterprise and 26.3.4 for Small Enterprise) will not be accepted. Thus, Ezemvelo reserve the right to renegotiate these with the successful Bidder.
 - (b) Once agreed, the SPV B-BBEE Proposed Plan would be subjected to audit by an accredited B-BBEE auditor in the second year of the Project Operation (see Clause 26.3.6) at the Operator's cost. Thus, this commitment will form part of the PPP Agreement to be entered into with the successful Bidder.

14. BID B-BBEE and PPP Financial Proposal (#2 ENVELOPE)

For this section, only #2 envelopes of corresponding to Bids/Proposals who achieved a total scoring of at least 80 points on technical/functionality alluded to in Clause 13.

14.1 Bidder's Current B-BBEE Status

- 14.1.1 This part of evaluation focuses on current Bidder's B-BBEE status.
- 14.1.2 Bidders are required to submit their existing B-BBEE rating ((verifiable by the attachment of a valid B-BBEE Certificate(s)), in line with the requirements of the B-BBEE Codes of Good Practice:
- (a) For Large Enterprises, a SANAS Accredited B-BBEE certificate must be provided;
 - (b) For Qualifying Small Enterprises with less than 51% black ownership, a SANAS Accredited B-BBEE certificate must be provided;
 - (c) For Qualifying Small Enterprises with at least 51% black ownership, a sworn affidavit must be provided;
- 14.1.3 The *Preferential Procurement Policy Framework Act, (Act 5 of 2000)* (PPPFA) will be applicable, with 80/20 split between the PPP Financial Proposal and the current Bidder's B-BBEE rating, respectively. Thus, the combination of PPP Financial Proposal and the current Bidder's B-BBEE rating should add-up to 100 points, as per the table below:

Table 2: PPPFA Points Split

PPP Financial Proposal	Current Bidder's B-BBEE
80 pts	20 pts

14.2 PPP Financial Proposal

14.2.1 The PPP Agreement to be entered into between Ezemvelo and the successful Bidder will detail PPP Fees to be paid toward Ezemvelo as outlined in **SECTION 7 – PROJECT PPP FINANCIAL OFFER**, the higher of:

- (a) the Minimum PPP Fee increased annually by CPI; or
- (b) the Variable PPP Fee expressed as a flat percentage of the Gross Revenue of the operation.

14.2.2 The Bid Evaluation Committee will review each PPP Financial Offer to ensure compliance with the specified requirements. Failure to meet these requirements may lead to the disqualification of the Bid.

14.2.3 Points for the PPP Financial Offer are determined using the prescribed price formula outlined in the PPPFA regulations. The qualified Bidder with the highest PPP Financial Offer will receive the maximum points, with the remaining points distributed proportionally among the other qualified Bidders. Bidders should note that a minimum PPP Fee will be enforced, and should this minimum be not met, the contract may not be awarded.

14.2.4 Points allocation for PPP Financial Offer.

Points scored for PPP Financial Offer shall be calculated as follows:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for comparative PPP Financial Offer of Bid under consideration;
- Pt = Comparative PPP Financial Offer of Bid under consideration; and
- Pmax = Comparative PPP Financial Offer of highest acceptable Bid

15. INCOMPLETE BIDS

- 15.1 The Bid Evaluation Committee (BEC) will commence by evaluating **#1 Envelope** to ascertain whether all documentation required for the RFP have been submitted correctly.
- 15.2 Should the Bid be deemed incomplete or unclear, the Bid Evaluation Committee (BEC) may, at its discretion, request additional information from the Bidder. All requests for information will be communicated in writing. However, substantial changes to the original Bid will not be necessary or allowed, except for the purpose of seeking clarity related to the Bid.
- 15.3 Ezemvelo reserves the right, but is not obligated, to disqualify a Bid that is incomplete or requires clarification without requesting further information.
- 15.4 Ezemvelo is not obligated to compensate the Bidder for any costs or damages incurred during the preparation and submission of the Bid, including in cases of cancellation, disqualification, suspension, modification, or delay of the bidding process.

16. SELECTION OF THE PREFERRED BIDDER

- 16.1 The technical / functionality score is only used to pre-qualify the Bidders. Thus, only Bidders who achieve a threshold of at least 80 points on technical / functionality evaluation, and at least 50% for each functionality sub-category, will be considered for further evaluation on B-BBEE and PPP Financial Offer.
- 16.2 Points attained under technical / functionality evaluation **not** be allocated for Bid Pricing and/or Preference (B-BBEE).
- 16.3 Thus, B-BBEE points (P_{B-BBEE}) and for PPP Financial Offer (P_s) will be added together to determine total Bid points to be allocated to each Bidder as following:

$$P_{\text{Total}} = P_s + P_{B-BBEE}$$

17. BID ADJUDICATION

- 17.1 Once the BEC has completed its evaluation process, its findings report and recommendations will then be presented to the Bid Adjudication Committee (BAC).
- 17.2 The BEC may recommend that the Project be awarded to the Bidder with the highest total Bid points as determined by Clause 16.3. Thus, the Bidder with the second-highest total Bid points will be considered the runner-up Bidder, unless objective criteria are applied.
- 17.3 The BAC will review the BEC's report and recommendations for fairness, compliance, and ratification before making final recommendations to the next level in accordance with the organization's delegation of authority.

17.4 Depending on the capital investment involved, the Ezemvelo Board might be required to be the one to make the final decision on awarding the Project to the successful Bidder.

17.5 Please note that Ezemvelo reserves the right to appoint the Bidder with lower total Bid points than the highest Bidder on justifiable grounds.

18. ACCEPTANCE OF THE AWARD AND SIGNING OF THE PPP AGREEMENT

18.1 Once the decision to award the Project has been finalized, this decision will be announced on the applicable media and Ezemvelo website (www.kznwildlife.com) as the "Intention to Award" in accordance with the Ezemvelo SCM Policy.

18.2 Upon completion of the aforementioned process referred to in Clause 17.1, the successful Bidder will be formally notified in writing of the final outcome and their appointment as the Operator of the Project.

18.3 Following the above, the successful Bidder will be granted a period of up to one (1) month to address any outstanding issues pertaining to the PPP Agreement. Subsequent to this, the successful Bidder will have another one (1) month to finalize and sign the PPP Agreement before submitting it for countersignature by Ezemvelo.

18.4 Failure to adhere to and complete the aforementioned contracting process within the designated timelines may lead to the cancellation of the award to the preferred Bidder.

18.5 In the event of the aforementioned occurrence, Ezemvelo reserves the right to award the Project upon the runner-up Bidder referred to in Clause 17.2

18.6 The PPP Agreement between Ezemvelo and the successful Bidder (hereinafter referred to as the Operator) is a legally binding contract between the two Parties.

18.7 Notwithstanding the date of signing the aforementioned PPP Agreement, the commencement period of the Project shall begin upon the commencement of operations. PPP Fees shall only be payable to Ezemvelo from the commencement date of operations as well.

19. BID BOND

19.1 Bidders are required to submit all their Bids accompanied by a Bid Bond of R20,000.00 (Twenty Thousand Rand), payable to Ezemvelo in the format specified in Annexure 2 - Acceptable Wording of Bid Bond, or through payment into Ezemvelo's account.

The following bank account must be used to the abovementioned payment of the Bid Bond:

Bank: Standard Bank
Account Holder: Ezemvelo KZN Wildlife
Account Number: 051124238
Branch: Kingsmead
Branch Code: 040026
Account Type: Business Current Account
Reference: Bid Number - Your Full Bidder's Name

NB: Proof of Payment is Mandatory, and should have a reference.

- 19.2 The submission of the Bid Bond is intended to provide assurance to Ezemvelo that the Bidder will be capable of completing the Project if awarded as the successful Bidder. Therefore, the Bid Bond serves as both financial and legal recourse to Ezemvelo in the event that the awarded/successful Bidder fails to fulfil its obligations stated in the PPP Agreement as required and agreed upon by both Parties. Please note that the Bid Bond will be replaced by the Performance Bond upon acceptance of the Project award by Ezemvelo to the successful Bidder, signing of the PPP Agreement, and commencement of work on the Project.
- 19.3 Issued Bid Bonds shall remain valid until the Effective Date, which shall not exceed six (6) months from the signing of the PPP Agreement.
- 19.4 Upon signing of the PPP Agreement with the successful Bidder, all Bid Bonds for unsuccessful Bidders shall be returned to their respective Bidders.
- 19.5 Hence, funds transferred into Ezemvelo's account will be refunded to unsuccessful Bidders following the submission and verification of the Bidder's banking details by a reputable Financial Service Provider (FSP).
- 19.6 Please note that the Bidder will forfeit the aforementioned Bid Bond under the following circumstances:
- 19.1.1 Any material misrepresentation made by the Bidder in its Bid submission, or any other information and documentation submitted by the Bidder under this RFP;
 - 19.1.2 Withdrawal or modification of their respective Bid during the Bid validity period;
 - 19.1.3 The successful Bidder's failure to furnish the Performance Bond as required by the PPP Agreement.
- 19.7 The Bid Bond may be called upon by Ezemvelo upon its first demand in the event that one or more of the conditions listed under Clause 19.6 of Part E occurs. Please note that the forfeiture of the Bid Bond shall not preclude Ezemvelo from pursuing any other remedies it may have against the Bidder under the laws of South Africa.

PART F - BID SUBMISSION

20. SECTION 1A – BID MANDATORY REQUIREMENTS

All Bidders must adhere to all listed mandatory requirements in order to participate in this bidding process. Failure to comply with mandatory requirement will result to the submitted Bid to be considered as non-responsive, and will **NOT BE CONSIDERED**.

The following are mandatory requirements for participating in this bidding process:

20.1 Financial Capacity

- 20.1.1 Given that the Project may entail risk to both the preferred Bidder and Ezemvelo, prospective Bidder will be expected to **demonstrate their financial capability to undertake the project** of this nature beyond reasonable doubt.
- 20.1.2 Should the Bidder not be able to or elect not to finance the execution of this Project on its own, then the Bidder would be required to demonstrate their capacity to secure debt financing to offer satisfactory security to Ezemvelo. Therefore, it would be **mandatory for the Bidder to provide a debt financing guarantee** from a reputable Finance Service Provider (FSP).
- 20.1.3 In this regard, the successful Bidder can be a single concessionaire with an asset value of at least R5 million, and minimum **Gross Revenue of at least R10 million** per annum.
- 20.1.4 All Bidders must have a **public liability insurance cover of R10 million** or more for related operations within the Republic of South Africa, and **a copy of the insurance cover certificate must be submitted**. Quotation of the SPV Public Liability insurance will be considered. However, it must be fully applicable before entering into the PPP Agreement with the successful bidder/operator of the project.
- 20.1.5 **As the preferred Bidder must be an SPV**, it must demonstrate financial capability with references to the asset value of its shareholders in proportion to their shareholding. The prospective Bidder must also **demonstrate** to Ezemvelo's satisfaction **that its shareholders are solvent**. Audited financial statements, along with a letter confirming that the Bidder(s) shareholders are solvent, **must be provided**.

20.2 Financial Requirements

20.2.1 In this section, the Bidder must provide the following economic and financial documentation:

- (a) The most recent audited or reviewed financial statements for the past three (3) financial years.
- (b) If qualification criteria are being met by referencing other companies, whether they are current or prospective shareholders or partners, then those companies must provide the same information as prescribed in paragraph (a) above.
- (c) If financial criteria are met by privately held companies that do not produce audited or independently reviewed financial statements, or by private individuals, then those companies or individuals must provide a statement of assets, confirmed with ownership certification by a qualified auditor.

20.3 Experience

Prospective Bidders

It is required that any prospective Bidder possesses experience in the hospitality and tourism management sector. This experience should extend beyond conventional and traditional leisure tourism offerings, to encompass the development of unique ecotourism products targeting the middle to high-end market segment of the industry. Therefore, potential offerings may encompass a range of integrated tourism products such as premium accommodations, spa services, guided game drives, and wilderness trail tours, with the latter accompanied by a qualified armed tour guide.

Prospective Bidder must demonstrate knowledge of compliance with all applicable Occupational Health and Safety laws and regulations, as well as have the relevant Licenses when necessary.

20.4 Existence of Business

Prospective Bidder must have a minimum of three (3) years of operational experience in the current hospitality and tourism management industry. Failure to comply with this requirement will lead to the disqualification of the Bid. Aforementioned operational experience period must coincide with submitted financial statements as proof of operation.

20.5 Hospitality and Tourism Management Track Record

Prospective Bidder must provide the size of current/previous operations and provide a general description of the tourism and hospitality management facility(ies) they have operated, including, but not limited to the following:

- (a) Number of years in active existence (at least three years);
- (b) Number of proposed related facilities operated (at least 1 per tourism product);
- (c) Number of capacities they had to accommodate at each facility (at least 15 pax);
- (d) Geographic location of aforementioned tourism facilities (at least 1 location)
- (e) Type of product offerings given to clients offered (list offerings to clients for each facility;
- (f) Type of customers, i.e. local and international percentage split.

21. SECTION 1B – BIDDER'S INFORMATION

Bidders must provide the following information labelled as "Information on (Bidder Name)";

21.1 Special Purpose Vehicle Constitutional Information

In order to minimize business risks for all parties involved, **prospective Bidder(s) are required to establish a Special Purpose Vehicle (SPV) exclusively for the purpose of this bidding process.** The SPVs must be composed of legal entities; therefore, individuals are not eligible to establish an SPV. The primary objective of the SPV will be to carry out the PPP Project. Additionally, any entities that are not shareholders but play essential roles in the operation of the SPV must also be listed. Failure to comply with this requirement may result in the Bid not to be considered or disqualified.

The following must be specified in the SPV documentation:

- (a) The name, address, telephones and fax numbers (if available) of the Bidder, and the trading name of the Bidder if different from the registered name.
- (b) Directors/Partners/Trustees and their responsibilities.
- (c) Place of registration.
- (d) Registration number.
- (e) Memorandum and Articles of Association (or equivalent constitutive documents).
- (f) Shareholders Agreement/Partnership or Joint Venture Agreement/Trust Deed.
- (g) Direct shareholder(s) joint venture, partner or beneficiary and percentage shareholding or other beneficial interest or participation held by each; if there is more than one class or share or funding the percentages held by each.

21.2 A letter confirming that the Bidder and each of its members has irrevocably waived any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against Ezemvelo to prevent or restrain the Bid 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.

21.3 Please note that the successful Bidder/Operator must submit is Tax Clearance Certificate before signing of the PPP Agreement. This submission must also eb accompanied by proof of Operating Bond.

22. SECTION 2 – BIDDER'S FINANCING AND CAPITAL PLAN

22.1 Financial and Capital Plan accounts for 25 points of the total functional section of the Bid evaluation scoring.

22.2 For this section, Bidders are required to provide the following information:

22.2.1 Indicate the amount of capital required, and where it will be sourced from (i.e. own capital financing, grants, or loans). Please state the expected amount per sources, including terms of financing (interest rate, repayment period, security etc.) of any proposed loans. Specify whether the necessary financing has been secured, and provide appropriate proof;

22.2.2 Indicate the amounts proposed for capital investment and specifically for the following:

- (a) Refurbishment of the lodge facility (accommodation, reception and relaxation areas i.e. pool, etc);
- (b) Additions to the lodge facility;
- (c) Refurbishment of the mini solar plant, and water filtration plant;
- (d) Staff housing accommodation, including any additional staff accommodation;
- (e) Renovation of about 1 km gravel road from the main road to the Lodge;
- (f) Purchase of other business assets, including movable assets.

22.2.3 **Recent auditor's report confirming that all the members of the Bidder are solvent and liquid.** Should any member of the Bidder not be able to produce audited financial statements, notarised statement of assets must be submitted;

22.2.4 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:

Items	Startup R'000	Y1 R'000	Y2 R'000	Y3 R'000	Y4 R'000	Y5* R'000	
Cash inflows							
Owners' capital							
Loans received (state the source(s) as well.							
Grants received							
Cash from sales and other operating revenue							
Cash from other sources							
Total cash inflow (A)							
Cash outflows							
Project costs and startup expenses							
Salaries, wages and staff costs							
All other operating costs and expenses							
Loan repayments							
Infrastructure upgrades/Building additions/ internal décor etc.							
Replacement of equipment and vehicles							
Total cash outflow (B)							
Net cash flow [A – B] before PPP fees and tax							

* Adapt for the term of the PPP (20 Years)

23. SECTION 3 – BIDDER’S BUSINESS, OPERATIONAL AND DESIGN PLAN

Business, Operational and Design Plan accounts for 45 points of the total functional section of the Bid evaluation scoring.

For this section, the Bidder is required to provide the following basic information:

23.1 Background of Bidding Company *(weighs 30 points of this Section)*

23.1.1 Rationale *(weighs 25 points of this sub-section)*

The Bidder to articulate their current company, sector(s), business objectives, rationale, including Product and Services offered.

23.1.2 Current/Previous Operations *(weighs 25 points of this sub-section)*

The following to be provided, but should not be limited to:

Size (work force) of current/previous operations or the generation of turnover must provide a general description of the tourism and hospitality facilities they have operated, including the following:

- (a) the number of years in active existence (at least 3 years);
- (b) the number of related facilities they operated (at least 1 per tourism product);
- (c) number of capacities the Bidder has to service each facility (at least 15 pax);
- (d) geographic location of their tourism facilities (at least 1 location);
- (e) type of product offerings given to clients (list offerings to their clients for each facility);
and
- (f) type of customers, i.e. local and international percentage split.

23.1.3 Record of Accomplishment *(weighs 20 points of this sub-section)*

- (a) The Bidder's track record or and knowledge of existing products or activities offered in the tourism, and hospitality management sectors – at least 3 years' experience;
- (b) Memberships and registrations (list any awards, accolades, or ratings) – at least two proofs.

23.1.4 Operating Similar Venture *(weighs 10 points of this sub-section)*

Current/previous operating similar commercial venture as outlined in this RFP, for at least 3 years.

23.1.5 Management and Employees *(weighs 20 points of this sub-section)*

In this sub-section, the Bidder is expected to provide the following:

- (a) Current company structure with specific reference to the expertise required for the relevant PPP Opportunity (management of a hospitality and tourism management facility);
- (b) Number of personnel working in the hospitality and tourism management industry and their qualifications;
- (c) Curriculum vitae of shareholders, directors, management, and staff. Specific reference should be made to relevant qualifications and experience that will ensure the safety of tourists and visitors and staff as well as the ability to undertake appropriate premium accommodations services, and other tourism activities such as guided game drives and wilderness trail tours.
- (d) Where skills and experience are lacking, outline the strategy to insource these, as may be required.

23.2 Operational Vision, Plan, and Service Standards *(weighs 30 points of this Section)*

23.2.1 Products / Services / Activities *(weighs 50 points of this sub-section)*

In this sub-section, the Bidder should provide a detailed description of the Product proposed for the Munywaneni Bush Lodge, encompassing, but not limited to, meals, Spa treatments, and guided adventure tour activities within the Park, and with reference to the following:

- (a) Premium (3 to 5 Star-Graded products) Bush Lodge model – target audience, menu, décor, rates etc.
- (b) Related tourism activities model – target audience, activities offered to visitors, rates, the incentive to use.

23.2.2 Operating standards *(weighs 20 points of this sub-section)*

In this sub-section, the Bidder should provide proposed Operating Standards for the following products: accommodation, catering, and related tourism activities, including an outline of the operations and procedures manuals.

23.2.3 Labour standards *(weighs 10 points of this sub-section)*

In this sub-section, the Bidder is expected to provide the following:

- (a) Staff organogram, covering management, and other operational staff members;
- (b) Labour plan, including details of numbers of permanent and part-time staff that will be employed, staff recruitment policies, and employment policies;
- (c) Management policies;
- (d) Incentives & Bonuses (Equity, bonus, etc.);
- (e) Disciplinary procedures, in compliance with Basic Conditions of Employment;
- (f) Staff transport, if applicable.

23.2.4 Food Menu *(weighs 5 points of this sub-section)*

In this sub-section, the Bidder is expected to provide the following:

- (a) Food offering principles – values/commitment to freshness and uniqueness;
- (b) Variety offering – vegetarian/non-vegetarian, choice of meats, choice of courses, Health Options, Halaal, Vegan, etc.;
- (c) Wine List, Cultivar selection;
- (d) Beverage Service;
- (e) Awareness and management of food allergies;
- (f) Food and beverage cost of sales.

(Option - arrangement with the exiting or reputable food service provider)

23.2.5 Customer Service *(weighs 5 points of this sub-section)*

In this sub-section, the Bidder is expected to provide the following:

- (a) Guest/Customer feedback mechanism (measuring tool to determine Customer Satisfaction Levels or Index);
- (b) Guest/Customer complaints or compliments procedure;
- (c) Telephone / email etiquette; and
- (d) Reservation/ booking policy.

23.2.6 Proposed Health & Safety *(weighs 5 points of this sub-section)*

In this sub-section, the Bidder is expected to provide the following:

- (a) Hygiene audits – the successful Bidder / Operator agrees to be subjected to and undertake at least one (1) hygiene audit per annum to be undertaken by a qualified hygiene auditor with at least ISO 17025 accreditation. The Operator, therefore, agrees to address all issues that be identified, and attending to recommendations made by the aforementioned auditor. Thus, the Operation is expected to achieve a total rating of 75% and above on the hygiene audit rating. The full report of hygiene audits will be submitted to Ezemvelo for record keeping and compliance monitoring;
- (b) Designs of Emergency Evacuation Plans;
- (c) Waste Management/Recycling plans;
- (d) Facilities' Cleaning Procedures;
- (e) Safety procedures, with specific reference to managing the safety of visitors and staff;
- (f) The Operator further agrees to co-operate with Ezemvelo in compiling a monitoring checklist that encompasses all Occupational Health and Safety requirements. The checklist may be used for auditing purposes during the set-up, operation, and management of the entire facility.

23.2.7 Proposed Distribution Channels *(weighs 5 points of this sub-section)*

In this sub-section, the Bidder is expected to provide the following:

- (a) Stock handling, storage and rotation procedures; and
- (b) Stock and inventory control measures.

23.3 The Operator's Asset Management *(weighs 10 points of this Section)*

The successful Bidder/Operator will be required to purchase their own assets in order to operate and manage the Munywaneni Bush Lodge including a range of integrated tourism products such as spa services, guided game drives, and wilderness trail tours over the entire concession period as agreed on the PPP Agreement.

Please note that Ezemvelo will avail the Project site and the facilities in their current form, hence it will be the responsibility of the successful Bidder to redevelop the entire business as per this proposal.

23.4 Maintenance Plan *(weighs 10 points of this Section)*

The successful Bidder/Operator will be required to submit a detailed maintenance plan for the Munywaneni Bush Lodge and related tourism activities as per the submitted proposal over the entire concession period as agreed on the PPP Agreement.

23.5 Institutional Depth to Sell Product & Services *(weighs 10 points of this Section)*

23.5.1 Current Sales & Marketing Strategy *(weighs 60 points of this sub-section)*

In this sub-section, the Bidder is expected to provide the following:

- (a) Bidder's existing client base and market penetration strategy;
- (b) Existing plans and knowledge of the market, including existing relationships with tour operators and travel trade (include references);
- (c) Current marketing programmes, including marketing channels;
- (d) The Bidder's Discount Policies.

23.5.2 Understanding of Market for Proposed PPP Opportunities *(weighs 40 points of this sub-section)*

In this sub-section, the Bidder is expected to provide the following:

- (a) Market surveys mechanism;
- (b) Differentiation strategy;
- (c) Target market demographics (covering geographical, income, nature of the activity, etc.)
- (d) Product branding plans
- (e) Pricing range
- (f) Revenue growth strategy
- (g) Competitor analysis
- (h) Ongoing market evaluation

23.6 Economics of business (*weighs 10 points of this Section*)

In this section, the Bidder is expected to provide feasibility study reflecting the following (over 20 years):

23.6.1 Business Turnover (*weighs 30 points of this sub-section*)

The Bidder to disclose turnovers based on realistic inputs such as occupancy rates and tariffs and multiple sources of revenue included (events, alcoholic beverages). The revenue growth percentage $((\text{Current Year} - \text{Previous year}) / \text{Previous Year}) \times 100$ for each year of operation is to be disclosed.

23.6.2 Gross and operating margins (*weighs 40 points of this sub-section*)

The Bidder to provide disclosure of gross and operating margins used that fit into the proposed business model.

23.6.3 Fixed, Variable, and Semi-Variable Costs (*weighs 30 points of this sub-section*)

The Bidder is to disclose the fixed, variable and semi-variable costs considered when the financial model was estimated.

24. SECTION 4 – BIDDER'S ENVIRONMENTAL MANAGEMENT PROPOSAL

24.1 Environmental Responsibility

Please note that failure to commit to the following undertakings may result in disqualification.

For this section, the Bidder is required to provide the following basic information:

- 24.1.1 Confirmation that all legislative requirements, including Environmental Impact Assessment (EIA) Regulations (2014) (as amended), and Basic Assessment Report (BAR) requirements are understood and will be complied with.
- 24.1.2 Should the Bidder be successful, they acknowledge to comply with all Ezemvelo's Environmental Guidelines for Private Party Operation within the Ezemvelo protected areas, which may change from time to time.
- 24.1.3 The successful Bidder/Operator undertakes to conduct, manage, and carry out the Project and all its related products and services in an environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a protected area.
- 24.1.4 The successful Bidder/Operator undertakes to take all reasonable steps in conducting the Project to prevent and limit the occurrence of any environmental or health hazards and to ensure occupational, health and safety of the Private Parties and the public.
- 24.1.5 The successful Bidder/Operator acknowledges that Ezemvelo has an active role to play in ensuring Responsible Tourism in all of its protected areas. Ezemvelo will, therefore, require that Private Parties operating in a protected area under its jurisdiction must subscribe to the same standards when operating commercial outlets in a protected area.

24.2 Environmental Officer Monitoring Activities *(weighs 10 points of this sub-section)*

For this sub-section, the Bidder is required to provide the following:

- 24.2.1 Acknowledgement by successful Bidder/Operator that an Environmental Officer (EO) will be appointed, at the cost to the Operator, for the duration of the agreement (note: this is in addition to the independent EO that conducts audits to ensure compliance against the environmental authorisation). 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 necessary qualification(s) in the field of nature conservation or environmental management (weighs 20%).

- 24.2.2 Describe activities that will be monitored by the EO and how issues of non-compliance will be addressed (weighs 80%).

24.3 Green Operations *(weighs 10 points of this sub-section)*

For this sub-section, the Bidder is required to provide the following:

- 24.3.1 Outline proposed Green Operations Policy and Procedures (weighs 50%).
- 24.3.2 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, use less packaging and single-use plastic, and produce Waste that is recyclable as much as possible (weighs 50%).

24.4 Environmental Impact *(weighs 15 points of this sub-section)*

For this sub-section, the Bidder is required to provide the following:

- 24.4.1 Describe the anticipated environmental impact that might result during the construction and operations of the facility (weighs 50%).
- 24.4.2 Describe preliminary mitigation measures that demonstrate the types of initiatives/processes that could be implemented to ensure the minimal environmental impact on the site (weighs 50%).

24.5 Energy Usage *(weighs 15 points of this sub-section)*

For this sub-section, the Bidder is required to provide the following:

- 24.5.1 Describe the energy sources to be used during operation (weighs 20%).
- 24.5.2 Should the Bidder consider using solar energy, then the Bidder should describe how the use of solar energy installations and technology will be implemented during the operation (weighs 20%).
- 24.5.3 Outline measures that will be implemented to reduce fossil fuel energy consumption and ensure that operations are energy efficient (weighs 20%).
- 24.5.4 Describe the awareness programmes implemented to educate staff and guests on energy consumption (weighs 20%).
- 24.5.5 Undertaking that, energy usage will be appropriately measured during operation and initiatives implemented to reduce the usage to optimum levels (weighs 20%).

24.6 Water Management *(weighs 15 points of this sub-section)*

For this sub-section, the Bidder is required to provide the following:

- 24.6.1 Describe the awareness programmes that will be implemented to educate both staff and guests on water waste management (weighs 20%).
- 24.6.2 Provide estimates of the average water usage and the total water usage requirements (weighs 20%).
- 24.6.3 Outline water conservation, re-use, and recycling measures that will be implemented during operation (weighs 20%).
- 24.6.4 Describe the awareness programmes that will be implemented to educate both staff and guests on efficient water consumption (weighs 20%).
- 24.6.5 Undertaking that water usage will be measured during operation and initiatives implemented to reduce the usage to optimum levels (weighs 20%).

24.7 Waste Management *(weighs 10 points of this sub-section)*

For this sub-section, the Bidder is required to provide the following:

- 24.7.1 Describe the awareness programmes that will be implemented to educate both staff and guests on waste management (weighting 25%).
- 24.7.2 Liquid Waste Management (weighs 25%):
 - (a) Describe design management techniques to ensure liquid waste management is economically viable and environmentally sustainable (weighs 25%).
 - (b) Describe how sustainable waste management principles of avoidance and reduction, re-use, and recycling will be applied to liquid Waste (weighs 25%).
 - (c) Describe how sewerage will be managed (weighs 25%).
 - (d) Outline proposed operating procedures (SoP) for liquid waste management, from source to disposal (weighs 25%).
- 24.7.3 Solid Waste Management (weighs 25%):
 - (a) Describe how sustainable waste management principles of avoidance and reduction, re-use, and recycling will be applied to solid Waste (weighs 20%).
 - (b) Describe measures to eliminate non-recyclable or hazardous packaging or containers (including plastic water bottles and single-use plastics) at the procurement phase (weighs 20%).
 - (c) Describe measures for the management of storage facilities and how these will remain clean and secured from problem animals (weighs 20%).

Report any Unethical Activity Without Fear of Victimization – Whistle Blow 0800 212 126 anytime

- (d) Indicate the proposed authorised waste disposal sites that will be used, inside and/or outside of the park, and outline why the usage of the site will be the best environmentally wise option (weighs 20%).
- (e) Outline proposed operating procedures for solid waste management, from source to disposal (weighs 20%).

24.7.4 Hazardous Waste **Management** (weighs 25%)

- (a) Outline proposed operating procedures for hazardous waste management, from collection to disposal (weighs 80%).
- (b) Undertaking that hazardous Waste will be stored and discarded safely and legally (weighs 20%).

24.8 Pest Control *(weighs 5 points of this sub-section)*

For this sub-section, the Bidder is required to indicate the measures and products used for pest management, considering Ezemvelo's preferred pest control chemicals, integrated pest management plan, and bat management.

24.9 Alien Biota *(weighs 5 points of this sub-section)*

For this sub-section, the Bidder is required to describe proposed measures that will be implemented during construction and operations to reduce the risk of introducing alien biota into the park.

24.10 Noise and Visual Pollution *(weighs 5 points of this sub-section)*

For this sub-section, the Bidder is required to provide the following:

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

24.11 Conceptual and Design Plan *(weighs 10 points of this sub-section)*

For this sub-section, the Bidder is required to provide the Development, Environmental and Design Proposal containing a Conceptual and Design Plan with sufficient detail regarding the design of tourism facilities proposed to evaluate the overall high-level concept discussion of the appearance of both exterior and interior design.

25. SECTION 5 – PROJECT RISK MATRIX

The Bidder to provide risk assessment (matrix) of the operation to be undertaken based on their understanding of the business.

Type of risk	General description of risk	Project-specific risk (Please list anticipated risks)	Bidder's mitigation measures	% Allocation of risk (Bidder/ Ezemvelo)
Planning, design and construction	Planning consents may not be acquired or granted; the design may not be fit for the purpose; the project may not be implemented on time and/or within the available budget (i.e., costs might be higher than anticipated).			
Design	The Operator's design may not achieve the required output specifications.			
Rehabilitation	The cost of rehabilitation of the Project site exceeds projected rehabilitation costs.			
Supporting infrastructure	Supporting infrastructure may not be conducive or adequate for optimal operation of the business (inclusive of staff housing).			
Maintenance	The costs of maintenance to required standards may vary from projections, or maintenance may not be carried out.			
Operations	Any factors (other than force majeure) that may impact on operations.			
Sub-contractors	Sub-contractor(s) defaults on their contractual obligations or filing for insolvency.			
Utilities	Project utilities may not be fully available or may cause delays to commence the operation.			
Resource or input	Failure or shortage in the supply of required resources.			
Environmental authorisation	Consent required from the DFFE (where applicable), is not obtained or it may delay the Project operation.			
Environmental	Liability for losses caused by environmental damage arising during the Project development			

Type of risk	General description of risk	Project-specific risk (Please list anticipated risks)	Bidder's mitigation measures	% Allocation of risk (Bidder/ Ezemvelo)
Environment and heritage	Liability for losses caused by environmental or heritage damage factors.			
Financing	Required CAPEX may not be raised/secured; loans repayments might be difficult; tax obligations may not have been fully considered or may change; fluctuating inflation, interest rates, oil prices and currency fluctuations may affect assumptions.			
Project Over-Run Costs	Actual Project costs may exceed projected costs			
Currency Exposure	Exchange rate fluctuations may impact on the affordability of the Project.			
Inflation	Actual inflation rate may exceed the projected inflation rate.			
Interest rate	Interest rate fluctuations affecting the availability and cost of funding.			
Tax rate change	Changes in applicable tax laws to decrease the anticipated return on investment.			
Availability	The service provided by the Operator may not meet output specifications.			
Force majeure	Unexpected events beyond either party's control.			
Insurance Risk	Substantial increases in insurance premiums and/or costs related to excess payments.			
Insolvency risk	Insolvency of the Operator's Business, including this Project.			
Market, demand, volume	The demand for the product may be less than anticipated.			
Political	Unforeseeable conduct by Ezemvelo or expropriation of the assets, including land in which the Project is being established.			
Third Party claims	Injury or death due to guests visiting your establishment.			

Please provide list of anticipated risk well as the analysis of each risk exposure.

26. SECTION 6 – SPV B-BBEE PROPOSAL

Although commitments made by the Bidder on the SPV B-BBEE Proposed Plan will **NOT** form part of the Bid evaluation process, such commitments will be part of the PPP Agreement to be entered into with the successful Bidder.

Thus, the SPV B-BBEE Proposed Plan will be audited by an accredited B-BBEE auditor in the second year of the Project Operation at the full cost of the Operator.

26.1 The SPV B-BBEE Proposed Plan should be provided on the outlined in the *Amended Tourism BBBEE Sector Code, 2015 Targets*.

26.1.1 Bidders anticipating the SPV to qualify as a Large Enterprise (**SPV total annual revenue of R45 million or above**), as defined by the Amended Tourism B-BBEE Sector Code, must complete the Large Enterprise Scorecard.

26.1.2 Bidders anticipating the SPV to 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.

26.1.3 Bidders anticipating the SPV to qualify as an Exempted Micro Enterprise ("EME") (**SPV total annual revenue of R5 million or below**), as defined by the Amended Tourism B-BBEE Sector Code, are not required to complete the B-BBEE Scorecard. As part of the Bid, the Bidder must confirm that the anticipated total annual revenue of the SPV will be R5 million or below and confirm the percentage of black ownership in the SPV.

The following is a guide of the submission letter for confirming the above:

"[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 Ezemvelo and acknowledges that Ezemvelo may require the SPV to complete the relevant B-BBEE Scorecard and meet the minimum threshold required by Ezemvelo. The SPV commits to [percentage]% of black ownership, which shall be maintained as a minimum throughout the duration of the PPP Agreement."

Where the SPV's annual revenue exceeds or falls short of the thresholds for a Large Enterprise, QSE or EME, Ezemvelo may require the successful Bidder / Operator 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 the SPV to qualify as a QSE or Large Enterprise, the relevant Scorecard must be completed. The Bidder must make commitments in the 'Bid offered' column in the far right-hand column of the relevant BBEE Scorecard below. Ezemvelo will confirm the scoring on the basis of supporting information provided and may use an accredited B-BBEE rating agency for this purpose.

26.3 B-BBEE Scorecard Definitions and Measurements

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

26.3.3 Large Enterprise Scorecard

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

Element	Element Weight	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered
			Black Female Executive Management as a percentage of all Other Executive Management	1	30%	
		Senior Management	Black Employees in Senior Management as a percentage of all Senior Management Targets for Black People must be split according to the Economically Active Population	2	60%	
			Black Female Employees in Senior Management as a percentage of all Senior Management Targets for Black People must be split according to the Economically Active Population	1	30%	
		Middle Management	Black Employees in Middle Management as a percentage of all Middle Management Targets for Black People must be split according to the Economically Active Population	2	75%	
			Black Female Employees in Middle Management as a percentage of all Middle Management Targets for Black People must be split according to the Economically Active Population	1	38%	
		Junior Management	Black Employees in Junior Management as a percentage of all Junior Management Targets for Black People must be split according to the Economically Active Population	1	80%	
			Black Female Employees in Junior Management as a percentage of all Junior Management Targets for Black People must be split according to the Economically Active Population	1	40%	
		Employees with disabilities	Black Employees with Disabilities as a percentage of all Employees	2	2%	
		Bonus Points	Number of Black Employees with Disabilities over and above the 2% target for Black Employees with Disabilities, as a percentage of all Employees	2	1% (over and above 2% target above)	

Element	Element Weight	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered
		Score out of 19 (+2 bonus)				
Skills Development	20 (+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 subsectors as a percentage of Leivable Amount: - Accommodation; - Hospitality and related services; - Travel and related services. Targets for Black People must be split according to the Economically Active Population	5	6%	
			Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black People with Disabilities in any of the above three tourism sub-sectors as a percentage of Leivable Amount	3	0.3%	
		Learnerships, Apprenticeships, and Internships	Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total Employees Targets for Black People must be split according to the Economically Active Population	8	3.5%	
			Number of Black Unemployed Learners participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of number of total Employees Targets for Black People must be split according to the Economically Active Population	4	3%	
		Bonus Points	Number of Black People absorbed by the measured and/ or industry entity at the end of the Learnerships/ internship or Apprenticeship programme	5	100%	

Element	Element Weight	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered
	Score out of 20 (+5 bonus)					
Enterprise and Supplier Development	40 (+ 2 Bonus)	Preferential Procurement	B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	5	80%	
			B-BBEE Procurement Spend from all Empowering Suppliers that are Qualifying Small Enterprises based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	3	15%	
			B-BBEE Procurement Spend from all Exempted Micro Enterprises based on the applicable BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	4	15%	
			B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	9	40%	
			B-BBEE Procurement Spend from Empowering Suppliers that are 30% Black Women Owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	4	12%	
		Supplier Development	Annual value of all qualifying Supplier Development contributions made by the measured entity as a percentage of the target	10	3% of NPAT	
		Enterprise Development	Annual value of all qualifying Enterprise Development contributions and Sector Specific Contributions made by the measured entity as a percentage of the target	5	0.5% of NPAT	

Element	Element Weight	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered
			Bonus point for graduation of one or more qualifying Enterprise Development beneficiaries to graduate to the Supplier Development level	1	Yes	
			Bonus point for creating one or more jobs directly as a result of qualifying Supplier Development and Enterprise Development contributions by the measured entity	1	Yes	
	Score out of 40 (+2 bonus)					
Socioeconomic Development	5 (+3 Bonus)	Socio-economic Development	Annual value of all Qualifying Socio-Economic Development contributions by the measured entity as a percentage of the target	5	1% of NPAT	
		Bonus Points	Status as TOMSA levy collector	3	Yes	
	Score out of 5 (+3 bonus)					
Total Points	111 (+12 Bonus)			111 (+12 Bonus)	Score out of 111	

26.3.4 **Qualifying Small Enterprise Scorecard (QSE)**

Element	Element Weight	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered
Ownership	26	Voting Rights	Exercisable Voting Rights in the entity in the hands of Black People	5	30%	
			Exercisable Voting Rights in the entity in the hands of Black Women	2	15%	
		Economic Interest	Economic Interest in the entity to which Black People are entitled	5	30%	
			Economic Interest in the entity to which Black Women are entitled	3	15%	
			Economic Interest of Black New Entrants or Black Designated Groups	3	3%	
		Realisation Points	Net Value	8	As per Codes	
		Score out of 26				
	Management Control	15 (+2 Bonus)	Executive Management	Black representation at Executive Management	5	60%
Black Female representation at Executive Management				2	30%	
Senior, Middle and Junior Management			Black representation at Senior, Middle and Junior Management	6	60%	
			Black Female representation at Senior, Middle and Junior Management	2	30%	
Bonus Points			Number of Black Employees with Disabilities as a percentage of all Employees	2	1%	
Score out of 15 (+2 bonus)						
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 Leviable Amount	Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black People in any of the following three tourism subsectors as a percentage of Leviable Amount: - Accommodation; - Hospitality and related services; - Travel and related services. Targets for Black People must be split according to the Economically Active Population	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 Leviable Amount.	9	1.5%	

Element	Element Weight	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered
		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%	
	Score out of 25 (+5 bonus)					
Enterprise and Supplier Development	30	Preferential Procurement	B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	8	60%	
			B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	10	30%	
		Supplier Development	Annual value of all qualifying Supplier Development contributions made by the measured entity as a percentage of the target	7	2% of NPAT	
		Enterprise Development	Annual value of all qualifying Enterprise Development contributions and Sector Specific Contributions made by the measured entity as a percentage of the target	5	0.5% of NPAT	
	Score out of 30					
Socioeconomic Development	5 (+3 Bonus)	Socio-economic Development	Annual value of all Qualifying Socio-Economic Development contributions by the measured entity as a percentage of the target	5	1% of NPAT	
		Bonus Points	Status as TOMSA levy collector	3	Yes	
	Score out of 5 (+3 bonus)					
Total Points	101 (+10 Bonus)			111 (+10 Bonus)	Score out of 101	

26.3.5 Milestones and Targets Going Forward

- (a) 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.
- (b) 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.

26.3.6 External B-BBEE Verification

- (a) Following the official signing of the PPP Agreement:
 - (i) For SPVs qualifying as Large Enterprises and QSEs (as per Ezemvelo's B-BBEE requirements), the successful Bidder / Operator 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 Ezemvelo within fifteen (15) 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 BBBEE, as per the requirements of the B-BBEE Proposal.
 - (ii) For SPVs qualifying as EMEs (as per Ezemvelo's B-BBEE requirements), the Operator 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 the such affidavit or CIPC certificate shall be provided to Ezemvelo within fifteen (15) days after the end of each Financial Year of the SPV.
- (b) Ezemvelo reserves the right to monitor and audit the Operator's B-BBEE status. The Operator shall co-operate in any monitoring or audit activity and provide Ezemvelo with all information, documents, records and the like to enable Ezemvelo to conduct such audits or any other monitoring activities.
- (c) In the event of default by the SPV/s to comply with these provisions and the default is not remedied before the expiry of the period referred to in the notice by Ezemvelo, Ezemvelo will have the right to terminate the PPP Agreement with immediate effect by written notice to the SPV/s.

27. SECTION 7 – PROJECT PPP FINANCIAL 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 (Bidders' existing B-BBEE rating and PPP Fee Offer) and is not to be submitted in Envelope 1 (with the Functionality and B-BBEE proposals).

27.1.2 Bidders must stipulate in writing their commitment that there will be no dilution of rentals and that they will provide full disclosure of their audited or independently reviewed financial reporting on all commercial operations with this PPP opportunity

(failure to commit to this undertaking will result in disqualification).

27.1.3 The upgrades are to be done in phases and with Ezemvelo approval. Bidders must stipulate in writing their commitment to a phased approach to the site handover and upgrades so that it does not compromise the visitor experience. The turnover percentage would apply to any revenue-generating businesses from the signature date, not only from when all the phases are finalised.

(failure to commit to this undertaking will result in disqualification).

27.1.4 **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 (the following is a guide):

Form of Letter

To: Ezemvelo KZN Wildlife

[Name of Bidder] hereby commits to pay to Ezemvelo the higher of:

- (a) the minimum PPP fee and;
- (b) the Variable PPP Fee expressed as a percentage of aggregate gross revenue as defined in the PPP agreement for the relevant project year.

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

MINIMUM PPP FEE	
Per month	Per annum
*	*

*** Please note:** Ezemvelo shall not consider a minimum fixed rental PPP Fee of less than **R40 000 per month** in the first full year of operations and **R50 000 per month** in the second full year of operations. The Prospective Bidder/Operator should take this into consideration in developing their PPP Fee offer.

The Variable PPP Fee bid by [name of Bidder] is _____ [percentage] % of Gross Revenue. [Name of Bidder] hereby warrants that the committed minimum PPP fee and the Variable PPP Fee shall be included in the PPP agreement if accepted by Ezemvelo.

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

Items	Y1 R'000	Y2 R'000	Y3 R'000	Y4 R'000	Y5** R'000
Gross revenue					
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					

**Adjust to the PPP duration (term of contract) – 20 Years

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.

Signature: _____

Full Name: _____

Designation: _____

28. SECTION 8 – PPP AGREEMENT

The PPP Agreement does not form part of this RFP, however but will be available at this Bid's Due Diligence – Compulsory Site Visit, alluded to in Clause 6 of this document.

PART G - ANNEXURES

ANNEXURE 1 – BID COVER SHEETS

Cover sheet including the following information must be attached to each Envelope:

**BID FOR (RE) DEVELOPMENT, OPERATING AND MANAGING THE MUNYWANENI BUSH
LODGE IN HLUHLUWE IMFOLOZI PARK THROUGH A PPP AGREEMENT**

ENVELOPE 1: FUNCTIONALITY

Name of Bidder:

Postal address:

Physical address:

Telephone Number:

Cell phone:

Fax:

Contact person:

Email address:

Signature of Bidder:

Date:

Capacity under which Bid is signed:

The 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 (RE)DEVELOPMENT, OPERATING AND MANAGING THE MUNYWANENI BUSH
LODGE IN HLUHLUWE IMFOLOZI PARK THROUGH A PPP AGREEMENT**

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

Name of Bidder:

Postal address:

Physical address:

Telephone Number:

Cell phone:

Fax:

Contact person:

Email address:

Signature of Bidder:

Date:

Capacity under which Bid is signed:

The 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.

ANNEXURE 2 - ACCEPTABLE WORDING OF BID AND DEVELOPMENT BOND

To: Ezemvelo KNZ Wildlife

[Name of Bidder] ("the Bidder") submits to Ezemvelo a Bid to enter into a PPP Agreement with Ezemvelo with the purpose of (re)development, operating and managing the Munywaneni Bush Lodge in Hluhluwe iMfolozi park through a PPP Agreement.

And you require the Bidder to include in the Bid a Bid Bond for the Munywaneni Bush Lodge in through a PPP Agreement, the amount of R 20,000.00 (Twenty 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, for the amount of R20, 000.00 (Twenty 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 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 the Bank: _____

Address: _____

Date: _____

Please note: A Performance Bond will replace the Bid and Development Bond once operation commences to the amount equal to the amount of R20,000.00 (Twenty Thousand Rand); and will be increased yearly on 1 April with CPI.

ANNEXURE 3 – BID EVALUATION SCORE MATRIX

The Bid functionality evaluation will be undertaken using a Likert Scale of 0 - 5, as follows:

A1: FINANCING AND CAPITAL PLAN (Weight = 25 points)

Requirements:

- (a) The most recent audited or reviewed (in case of the Bidder does not produce audited statements) Financial Statements for the past three (3) financial years, indicating at least the following:
 - (i) Assets $\geq$ R5 million.
 - (ii) Debt-to-Equity Ratio (total debt/ total equity) $\leq$ 0.5
- (b) A letter/report confirming that the Bidder(s) shareholders are solvent. These are shareholders to constitute the SPV.
- (c) Comprehensive SPV Cash Flow Statement (forecast) over 20 years. (refer to Clause 22.2.4)

Assessment of financial capability to operate and manage multiple restaurants facilities score:

SCORING POINTS	5	- Financial Statements for the past three (3) financial years, showing: - Assets $\geq$ R5 million - Debt-to-Equity Ratio = 0.8 – 1.0 - A letter/report confirming Bidder(s) shareholders are solvent provided. - Comprehensive SPV Cash Flow Statement (forecast) provided.
	4	- Financial Statements for the past three (3) financial years, showing: - Assets $\geq$ R5 million - Debt-to-Equity Ratio = 1.0 – 1.2 - A letter/report confirming Bidder(s) shareholders are solvent provided. - Comprehensive SPV Cash Flow Statement (forecast) provided.
	3	- Financial Statements for the past three (3) financial years, showing: - Assets $\geq$ R5 million - Debt-to-Equity Ratio = 1.3 – 1.5 - A letter/report confirming Bidder(s) shareholders are solvent provided. - Comprehensive SPV Cash Flow Statement (forecast) provided.
	0	- Debt-to-Equity Ratio $>$ 1.5 - The Bidder did not comply with the requirement – there is not proof of funding for this undertaking.

A2: BIDDER'S BUSINESS, OPERATIONAL AND DESIGN PLAN (Weight = 45 points)

Requirements:

- (a) Requirements for this section of the evaluation are prescribed in Section 3, Clause 23.1 to 24.6, Part F of this Bid document.

Assessment of the Business, Operational and Design Plan will be undertaken as follows:

Items	Weight	Score points allocation	Portfolio of evidence
Background of Bidding Company (30 points)			
Current company is clearly articulated, covering at least the following: - Business objectives, - Sector(s), - Rationale, - Product and services offered.	25		• Document(s) outlining the current company, covering the following: - Business objectives, - Sector(s), - Rationale, - Product and services offered.
Company current/previous operations, covering at least the following: - Size (workforce) of current/previous tourism and hospitality operating or operated, - Latest annual turnover the tourism and hospitality facilities operating or operated, - number of years in active existence (at least 3 years), - number of related facilities in operation, - Capacities the Bidder has to service in each facility – inventory (at least 15 pax) - Geographic location of their tourism facilities (at least 1 location), - type of product offerings given, - Type of customers, i.e. local and international percentage split.	25		• Document(s) outlining the current/previous operations, covering at least the following: - Size (workforce) of current/previous tourism and hospitality operating or operated, - Latest annual turnover the tourism and hospitality facilities operating or operated, - number of years in active existence (at least 3 years), - number of related facilities in operation, - Capacities the Bidder has to service in each facility – inventory (at least 15 pax) - Geographic location of their tourism facilities (at least 1 location), - type of product offerings given, - Type of customers, i.e. local and international percentage split

Items	Weight	Score points allocation	Portfolio of evidence
Bidder's record of accomplishment covering at least: - Track record of existing products or activities offered in the tourism, and hospitality management sectors (at least 3 years) - Memberships and registrations (list any awards, accolades, or ratings) with at least two proofs.	20		• Document(s) outlining the Bidder's record of accomplishment covering at least: - Track record of existing products or activities offered in the tourism, and hospitality management sectors (at least 3 years) - Memberships and registrations (list any awards, accolades, or ratings) with at least two proofs.
Currently/previously operating similar commercial venture as outlined in this RFP (bush lodge), for at least 3 years	10		• Document(s) outlining the Bidder's current/previous operation of similar commercial venture as outlined in this RFP, for at least 3 years.
Management and Employees covering: - Current company structure with reference to the expertise required for management of a hospitality and tourism management facility. - Number of personnel working in the hospitality and tourism management industry and their qualifications. - CVs shareholders, directors, management, and staff. - Where skills and experience are lacking, outline the strategy to insource these, as may be required	20		• Document(s) outlining the Bidder's Management and Employees structure covering: - Current company structure with reference to the expertise required for management of a hospitality and tourism management facility. - Number of personnel working in the hospitality and tourism management industry and their qualifications. - CVs shareholders, directors, management, and staff. - Where skills and experience are lacking, outline the strategy to insource these, as may be required.
Operational Vision, Plan, and Service Standards (30 points)			
Detailed description of the product proposed for the Munywaneni Bush Lodge, at least covering: - Premium (3 to 5 Star-Graded products) Bush Lodge model, - Target audience/clientele, - menu, - décor, - rates - Related tourism activities model – target audience, activities offered to visitors, rates, the incentive to use.	50		• Document(s) outlining the product proposed for the Munywaneni Bush Lodge, at least covering: - Premium (3 to 5 Star-Graded products) Bush Lodge model, - Target audience/clientele, - menu, - décor, - rates etc. - Related tourism activities model – target audience, activities offered to visitors, rates, the incentive to use.

Items	Weight	Score points allocation	Portfolio of evidence
Operating standard (SoP) the Project's following: - Accommodation management, - Catering Services, - Related tourism activities	20		• Document(s) outlining Operating standard the Project's following: - Accommodation management, - Catering Services, - Related tourism activities, including an outline of the operations and procedures manuals.
Bidder's labour standards covering at least the following: - Staff organogram, covering management, and other operational staff members - Labour plan (# of permanent and part-time staff) - Staff recruitment policies or employment policies - Management policies - Incentives & bonuses policy - Disciplinary procedures - Staff transport provisions	10		• Document(s) outlining the Bidder's labour standards covering at least the following: - Staff organogram, covering management, and other operational staff members, - Labour plan (# of permanent and part-time staff), - Staff recruitment policies or employment policies, - Management policies, - Incentives & bonuses policy, - Disciplinary procedures, - Staff transport provisions,
Food menu covering the following: - Food offering principles – values/commitment to freshness and uniqueness; - Variety offering – vegetarian/non-vegetarian, choice of meats, choice of courses, Health Options, Halaal, Vegan, etc.; - Wine List, Cultivar selection; - Beverage service; - Awareness and management of food allergies; - Food and beverage cost of sales. (Option - arrangement with the exiting or reputable food service provider)	5		• Document(s) outlining the Bidder's food offering menu covering the following: - Food offering principles – values/commitment to freshness and uniqueness; - Variety offering – vegetarian/non-vegetarian, choice of meats, choice of courses, Health Options, Halaal, Vegan, etc.; - Wine List, Cultivar selection; - Beverage service; - Awareness and management of food allergies; - Food and beverage cost of sales. (Option - arrangement with the exiting or reputable food service provider).

Items	Weight	Score points allocation	Portfolio of evidence
Customer Service mechanisms covering the following: - Guest / Customer feedback mechanism tool for CSI, - Guest/Customer complaints or compliments procedure, - Telephone / email etiquette SoP, - Reservation/ booking Policy and SoP.	5		• Document(s) outlining the Bidder's Customer Service mechanisms covering: - Guest / Customer feedback mechanism tool for CSI, - Guest/Customer complaints or compliments procedure, - Telephone / email etiquette SoP, - Reservation/ booking Policy and SoP.
Proposed Health & Safety standards covering: - Hygiene audits schedule and aimed scoring not less than 75%, - Designs of Emergency Evacuation Plans; - Waste Management/Recycling plans; - Facilities' Cleaning Procedures; - Safety SoP, with specific reference to managing the safety of visitors and staff.	5		• Document(s) outlining the Bidder's Proposed Health & Safety standards covering: - Hygiene audits schedule and aimed scoring not less than 75%, - Designs of Emergency Evacuation Plans; - Waste Management/Recycling plans; - Facilities' Cleaning Procedures; - Safety SoP, with specific reference to managing the safety of visitors and staff.
Proposed distribution channels covering: - Stock handling, storage and rotation procedures, - Stock and inventory control measures.	5		• Document(s) outlining the Bidder's Proposed distribution channels covering: - Stock handling, storage and rotation procedures, - Stock and inventory control measures.
Operator's Asset Management (10 points)			
The Operator's Asset Management Policy	100		• Document(s) outlining the Operator's Proposed Asset Management Policy
The Operator's Maintenance Plan with clear timelines (high level)	100		• Document(s) outlining the Operator's Maintenance Plan with clear timelines (high level).

Items	Weight	Score points allocation	Portfolio of evidence
Institutional Depth to Sell Product & Services (10 points)			
Current Sales & Marketing strategy covering: - Bidder's existing client base and market penetration strategy; - Existing plans and knowledge of the market, including existing relationships with tour operators and travel trade (include references); - Current marketing programmes, including marketing channels; - The Bidder's discount policies.	60		• Document(s) outlining the Bidder's current sales & marketing strategy covering: - Bidder's existing client base and market penetration strategy; - Existing plans and knowledge of the market, including existing relationships with tour operators and travel trade (include references); - Current marketing programmes, including marketing channels; - The Bidder's discount policies.
Bidder's understanding of Market for Proposed PPP Opportunities covering: - Market surveys mechanism; - Differentiation strategy; - Target market demographics (covering geographical, income, nature of the activity, etc.); - Product branding plans; - Pricing range; - Revenue growth strategy; - Competitor analysis; - Ongoing market evaluation.	40		• Document(s) outlining the Bidder's understanding of market for proposed PPP opportunities covering: - Market surveys mechanism; - Differentiation strategy; - Target market demographics (covering geographical, income, nature of the activity, etc.); - Product branding plans; - Pricing range; - Revenue growth strategy; - Competitor analysis; - Ongoing market evaluation.
Economics of Business (10 points)			
Bidder to provide feasibility study reflecting at least the following (over 20 years): - Envisaged Business Turnover - Gross and operating margins - Fixed, Variable, and Semi-Variable Costs	100	5 = feasibility study reflects all and more items provided.	• Document(s) outlining the Bidder's feasibility study reflecting at least the following (over 20 years): - Envisaged Business Turnover - Gross and operating margins - Fixed, Variable, and Semi-Variable Costs

A3: ENVIRONMENTAL MANAGEMENT PROPOSAL (Weight = 20 points)

Requirements:

- (b) Requirements for this section of the evaluation are prescribed in Section 4, Clause 24.1 to 24.11, Part F of this Bid document.

Assessment of the Environmental Management Proposal will be undertaken as follows:

Items	Weight	Score points allocation	Portfolio of evidence
Environmental Officer Monitoring Activities (10 points)			
Bidder acknowledges/commit to appoint the Environmental Officer (EO).	20		Written confirmation to appoint an Environmental Officer
Activities to be monitored by EO area clearly listed and described.	80		Written description of activities to be monitored by the EO.
Green Operations (10 points)			
Proposed Green Operations Policy and Procedures are clearly articulated.	50		- Document(s) outlining proposed Green Operations Policy - Document(s) outlining proposed Green Operations Procedures (SoP)
Preliminary mitigation measures to ensure the minimal environmental impact on the site are clearly articulated.	50		Document(s) outlining environmental impact mitigation measures (risk management) on the site.
Energy Usage (15 points)			
Site energy sources to be used during operation are clearly articulated.	20		Document(s) outlining energy sources to be used during operation on the site.
Bidder consider using solar as part of the energy source mix for operation.	20		Document(s) outlining energy sources includes solar as part of the energy mix the site.
Measures to reduce fossil fuel energy consumption and ensure operational energy efficiency are clearly articulated.	20		Document(s) outlining energy sources has shown or indicated measures to reduce fossil fuel energy consumption and operational energy efficiency
Awareness programmes to educate staff and guests on efficient energy consumption are clearly articulated.	20		Document(s) outlining energy sources has shown or indicated awareness programmes to educate staff and guests on efficient energy consumption.
Means to measure optimal energy usage during operation are clearly articulated.	20		Document(s) outlining energy sources has shown or indicated means to measure optimal energy usage during operation.

Items	Weight	Score points allocation	Portfolio of evidence
Water Management (15 points)			
Awareness programmes to educate staff and guests on water waste management are clearly articulated	20		Document(s) outlining water management has shown or indicated awareness programmes to educate staff and guests on water waste management consumption.
Awareness programmes to educate staff and guests on efficient water consumption are clearly articulated	20		Document(s) outlining water management has shown or indicated awareness programmes to educate staff and guests on efficient water consumption.
Average water usage and the total water usage requirements (per month)	20		Document(s) outlining water management has shown or indicated average water usage and/or the total water usage requirements per monthly.
Water conservation, re-use, and recycling measures during operation are clearly articulated.	20		Document(s) outlining water management has shown or indicated water conservation, re-use, and recycling measures during operation.
Means to measure optimal water usage during operation are clearly articulated.	20		Document(s) outlining water management has shown or indicated means initiatives to measure optimal water usage during operation.
Waste Management (10 points)			
Awareness programmes to educate staff and guests on waste management are clearly articulated	25		Document(s) outlining water management has shown or indicated awareness programmes to educate staff and guests on waste management consumption.
Design management techniques to ensure liquid waste management are clearly articulated, covering: - principles of avoidance or reduction. - re-use, and recycling. - Sewerage management. - Proposed SoP for liquid waste management from source to disposal.	25		- Document(s) outlining management techniques for liquid waste management, covering: - principles of avoidance or reduction - re-use, and recycling - Sewerage management - Proposed SoP for liquid waste management from source to disposal.
Design management techniques to ensure solid waste management is clearly articulated, covering: - principles of avoidance or reduction. - re-use, and recycling. - Solid waste management. - Waste disposal sites - Proposed SoP for solid waste management from source to disposal.	25		- Document(s) outlining management techniques for solid waste management, covering: - principles of avoidance or reduction. - re-use, and recycling. - Solid waste management. - Waste disposal sites - Proposed SoP for solid waste management from source to disposal.
Proposed SoP for hazardous waste management, covering: - Procedure from source to disposal.	25		- Document(s) outlining SoP for hazardous waste management, covering: - Procedure from source to disposal. - Storage, safe and legal disposal.

Items	Weight	Score points allocation	Portfolio of evidence
- Storage, safe and legal disposal.			
Pest Control (5 points)			
Measures and products used for pest management are clearly articulated, covering: - Enviro-friendly pest control chemicals; - Integrated pest management plan; - Bat management	100		Document(s) outlining Measures and products used for pest management, covering: - Enviro-friendly pest control chemicals; - Integrated pest management plan; - Bat management
Alien Biota (5 points)			
Proposed measures during construction and operations to reduce introduction of alien biota into the park, are articulated.	100		Document(s) outlining measures to be undertaken during construction and operations to reduce introduction of alien biota into the park.
Noise and Visual Pollution (5 points)			
Proposed measures during construction and operations to reduce or minimise noise pollution into the park, are articulated.	50		Document(s) outlining measures to be undertaken during construction and operations to reduce or minimise noise pollution into the park.
Proposed measures during construction and operations to reduce or minimise visual pollution into the park, are articulated.	50		Document(s) outlining measures to be undertaken during construction and operations to reduce or minimise visual pollution into the park.
Conceptual and Design Plan (10 points)			
Conceptual/proposed Design Plan of tourism facilities showing: - exterior design - interior design	100		Document(s) outlining Conceptual/proposed design plan of tourism facilities showing: - exterior design - interior design

A4: BID RISK MATRIX (Weight = 10 points)

Requirements:

- (a) The Bidder to provide risk assessment (matrix) of the operation to be undertaken based on their understanding of the business (see Clause 25 of Part F - Section 5).
- (b) The risk assessment to cover project-specific risks; Mitigation measure; and Risk allocation between Bidder and Ezemvelo.

Assessment of the Risk Matrix in operating the Project score:

SCORING POINTS	5	- The Bid Matrix is fully completed. - Bidder takes > 80% average of identified risks.
	4	- The Bid Matrix is fully completed. - Bidder takes 70% - 80% average of identified risks.
	3	- The Bid Matrix is fully completed. - Bidder takes 60% - 69% average of identified risks.
	2	- The Bid Matrix is fully completed. - Bidder takes 50% - 59% average of identified risks.
	1	- The Bid Matrix is fully completed. - Bidder takes < 50% average of identified risks.
	0	The Bid Matrix is incomplete or not completed.

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