GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

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BID NUMBER	GT/GDEnv/026/2026
BID DESCRIPTION	THE PUBLIC PRIVATE PARTNERSHIP OPPORTUNITY FOR THE FINANCING, REDEVELOPMENT, OPERATION AND MAINTENANCE OF THE CONCESSION AREAS IN THE SUIKERBOSRAND NATURE RESERVE (SNR) .

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF ENVIRONMENT
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF ENVIRONMENT

BRIEFING SESSION	**Y**	✔	**N**		**SESSION COMPULSORY**		**Y**		**N**	✔
					SESSION HIGHLY RECOMMENDED		**Y**	✔	**N**	
BRIEFING VENUE	R550 Heidlberg Suikerbosrand				**DATE**	16 September 2026	**TIME**	09:00		
COMPULSORY SITE INSPECTION	**Y**		**N**	✔	**DATE**	21 September – 16 October 2026	**TIME**	09:00		
SITE INSPECTION ADDRESS	R550, Heidelberg Suikerbosrand Nature Reserve Concession Gauteng South Africa									

TERM AGREEMENT CALLED FOR?	**Y**	✔	**N**		**TERM DURATION**	25 Years

CLOSING DATE	23 November 2026	**CLOSING TIME**	11:00

TENDER BOX LOCATION
56 Eloff Street, Umnotho House, Marshalltown, Johannesburg

NOTES

THE TENDER BOX IS OPEN 06:00 - 18:00 Mon - Sunday

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

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PART A
INVITATION TO BID

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**
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		**ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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.

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TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF ENVIRONMENT
CONTACT PERSON	Olga Ramulumisi
TELEPHONE NUMBER	N/A
FACSIMILE	N/A
E-MAIL ADDRESS	olga.ramulumisi@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF ENVIRONMENT
CONTACT PERSON	Dr. Claire Ntshane
TELEPHONE NUMBER	081 312 4035
FACSIMILE	N/A
E-MAIL ADDRESS	claire.ntshane@gauteng.gov.za

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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 PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			

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PERSONAL INFORMATION PROCESSING FORM

1. In the furtherance of the relevant Entities operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.

2. For purposes contemplated in paragraph 1, Cradle of Humankind World Heritage Site and Dinokeng Projects (Entities), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent form, you hereby grant the Entities permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, ____ (*INSERT FULL NAME AND SURNAME*) with Identity Number____, in my personal capacity or acting on behalf of ____________________________ (Registration Number:_____________________________________) (Company), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.

5. my or _________________________’s (*INSERT COMPANY’S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the

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Entities (including its employees, agents, contractors and representatives) and such other third parties contracted with the Entities involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (Processors);

6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (RSA), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;

7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

8. The Entities may retain any of my personal information/data as may be required by the Entity or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (POPIA)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

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✓ ensure the lawful processing of Personal Information

✓ secure the integrity and confidentiality of such Personal Information;

✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;

✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;

✓ identify any or potential risks related to data breaches or contravention with privacy laws;

✓ apply the acceptable information security practices and procedures.

11. to indemnify the Entities against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Entity, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.

12. In accordance with the requirements of POPIA, I hereby give the Entities the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Entities pursuant to the terms of this Agreement.

Signed by: ____

ID Number: ____

Signature: ____

Designation: ____

Date: ____

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	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US $ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).

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	INSTRUCTION TO BIDDERS	**Page: 2 of 4**

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on the (PRICING SCHEDULE per item).

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	INSTRUCTION TO BIDDERS	**Page: 3 of 4**

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s)before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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	POINT SYSTEM	Page 1 of 1

BID NUMBER	GT/GDEnv/026/2026	**CLOSING DATE**	23 November 2026
VALIDITY OF BID	120 Days	**CLOSING TIME**	11:00

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	✔
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**		**N**		**SERVICE BASED**	**Y**		**N**		**VALUE BASED**	**Y**		**N**	
VALUE BASED	**Y**		**N**											
QUANTITY BASED	**Y**		**N**											
TERM BASED	**Y**		**N**											

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	BIDDER'S DISCLOSURE	Page: 1 of 3

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 interest 1 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

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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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:

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 consortium 2 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.

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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	BIDDER'S DISCLOSURE	**Page: 3 of 3**

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 the Bidder**	

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	EVALUATION METHODOLOGY PROCESS	Page 1 of 3

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.

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	EVALUATION METHODOLOGY PROCESS	Page 2 of 3

STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	90
Preference Points (Specific Goals)	10
TOTAL	

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

SPECIFIC GOALS	POINTS ALLOCATED
1. Refer to page 167 of 400 on the Tender Pack	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

***It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**

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BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

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INFORMATION MEMORANDUM

INFORMATION MEMORANDUM ISSUED BY GAUTENG DEPARTMENT OF ENVIRONMENT IN RESPECT OF THE SUIKERBOSRAND NATURE RESERVE CONCESSION TENDER

Suikerbosrand Nature Reserve

Public Private Partnership

IMPORTANT NOTICE

This Information Memorandum (Memorandum) has been produced by Gauteng Department of Environment (GDEnv), in connection with the tendering for the Tourism Facilities Concession in the Suikerbosrand Nature Reserve.

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

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June 2026

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TABLE OF ABBREVIATIONS

Abbreviation	Description
AIPs	Affected & Interested Parties
B-BBEE	Broad-Based Black Economic Empowerment
CAPEX	Capital Expenditure
CRLR	Commission on Restitution of Land Rights
DEAT	Department of Environmental Affairs & Tourism (Now NDT)
DFFE	Department of Forestry, Fisheries and the Environment
DX	Direct Expansion System
ECO	Environmental Control Officer
EIA	Environmental Impact Assessment
EME	Exempted Micro Enterprise
EMS	Environmental Management System
GBCSA	Green Building Council South Africa
HVAC	Heating, Ventilation and Air Conditioning
HCFC	Hydrochlorofluorocarbons
HIA	Heritage Impact Assessment
IM	Information Memorandum
ISO	International Organisation for Standardisation
IT	Information Technology
kva	Kilovolt-amps
L	Litre
LRA	Labour Relations Act 66 of 1995
mg	Milligram
ml	Millilitre
NDT	National Department of Tourism
NEMA	National Environmental Management Act, 1998 (Act No. 107 of 1998)
NEM:BA	National Environmental Management Biodiversity Act 10 of 2004
NEM: PAA	National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003)
OHSA	Occupational Health and Safety Act 85 of 1993
OPEX	Operational Expenditure
PFMA	Public Finance Management Act 1 of 1999
PMS	Property Management System
PPP	Public Private Partnership
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000
PV	Photovoltaic
QSE	Qualifying Small Enterprise
GDEnv	Gauteng Department of the Environment
SANS	South African National Standards
SPLUMA	Spatial Planning and Land Use Management Act 16 of 2013
SNR	Suikerbosrand Nature Reserve
SMME	Small Medium and Micro Enterprises

Abbreviation	Description
SPFC	Strategic Plan for Commercialisation
SPV	Special Purpose Vehicle
SRI	Solar Reflective Index
TGCSA	Tourism Grading Council of South Africa

1. INTRODUCTION

1.1 This Information Memorandum is issued by Gauteng Department of Environment ("GDEnv") in accordance with the guidelines for Public Private Partnerships ("PPPs") contained in National Treasury's Tourism PPP Toolkit, and in compliance with Treasury Regulation 16 issued in terms of the Public Finance Management Act 1 of 1999.

1.2 GDEnv is procuring a PPP through which a selected Private Party will be granted the right to develop, operate and manage the Suikerbosrand Nature Reserve Concession.

1.3 GDEnv makes no guarantees about and takes no responsibility for the accuracy and completeness of this Information Memorandum and disclaims any liability for any interested party's use of the information.

1.4 This Information Memorandum is not intended to serve as the basis for an investment decision. Each recipient is expected to make an independent investigation or due diligence and to obtain the necessary independent advice regarding the PPP opportunity.

1.5 GDEnv may change or replace any information contained in this Information Memorandum at any time, without giving any prior notice or providing any reason. Any such changes will be communicated through official channels.

1.6 In a typical PPP agreement in this sector, the Private Party is granted rights at its own risk to finance, re- develop, refurbish, design, build, maintain and operate a tourism facility on state conservation land for a period likely to provide a fair return on investment. In return, the Private Party will meet agreed environmental, development, operating and broad-based B-BBEE obligations, and pay a PPP fee to GDEnv.

1.7 GDEnv or the State will hold the title to the land and assets. At the end of the agreement term, the facility reverts to GDEnv. Incumbent concessionaires will not have an automatic right of renewal at the end of the concession term. At the end of the concession period, the concession may be put up for re-tender to interested bidders. The incumbent concessionaires will be entitled to bid.

1.8 GDEnv is following the PPP feasibility and procurement processes set out in National Treasury's PPP Toolkit for Tourism. The toolkit can be downloaded from www.ppp.gov.za.

2. GDENV'S VISION, MISSION AND KEY STRATEGIC OBJECTIVES

2.1 GDENV'S VISION AND MISSION

2.1.1 The primary mandate of GDEnv is the protection of the Environment. This includes amongst other things, the conservation of Gauteng Province's biodiversity, landscapes and associated cultural heritage assets throughout the Province and through a system of provincial nature reserves. GDEnv is also involved in the promotion and management of nature-based tourism and delivers both conservation management and tourism services through an authentic people centred approach on all its programmes.

2.1.2 GDEnv's operations are totally guided by its vision statement and mission statement. As a government department, the GDEnv is committed to act in pursuance of transformation of South Africa's society in support of entrenching South Africa's democracy. In this regard the organisation has adopted a transformation mission to guide its efforts accordingly.

2.2 GDEnv's KEY STRATEGIC OBJECTIVES

GDEnv's business operations are founded on the following important core pillars:

2.2.1 Sustainable Environmental Management

In pursuance of its mandate to protect the environment, biodiversity, cultural heritage assets and the associated landscapes, the GDEnv employs sustainable environmental management strategies and interventions throughout the province.

2.2.2 The National Tourism Sector Strategy

The National Tourism Sector Strategy has as its objective to grow a sustainable tourism economy in South Africa, with domestic, regional and international components, based on innovation, service excellence, meaningful participation and partnerships. GDEnv supports this strategy through its mandates and operations.

2.2.3 **Diverse and Responsible Tourism**

GDEnv has a significant role in the promotion of South Africa's nature-based tourism or eco-tourism business, targeted at both international and domestic tourism markets. The eco-tourism pillar of the business architecture provides for the organisation's self-generated revenues from commercial operations that are necessary to supplement government funding of conservation management. A significant element of the eco-tourism pillar is the GDEnv's Strategic Objectives, which (through the implementation of Public- Private Partnerships) GDEnv has adopted to expand tourism products and the generation of additional revenue for funding of conservation and socio-economic development. GDEnv Responsible Tourism seeks to:

2.2.3.1 align GDEnv's tourism strategy with the national policy and strategy on responsible tourism;

2.2.3.2 provide a clear framework that will ensure the integration of the nature-based responsible tourism strategy and actions into management plans for each provincial reserve in Gauteng;

2.2.3.3 provide direction regarding GDEnv's sales and marketing focus and strategy;

2.2.3.4 provide guidance on the development and operation of relevant tourism IT support and monitoring systems;

2.2.3.5 provide guidance on sound and sustainable financial management of tourism in GDEnv.

2.2.4 **Socio-Economic Transformation**

2.2.4.1 GDEnv has taken a strategic decision to expand its role in the developmental support provided to neighbouring communities as an entity of the developmental state. It must ensure that a broad base of South Africans and residents of Gauteng in particular, participate and get involved in biodiversity initiatives, and further that all its operations have a synergistic existence with neighbouring or surrounding communities for their educational and socio-economic benefit, hence, enabling the broader society to be connected to reserves.

2.2.4.2 GDEnv's Commercialisation Strategy has identified PPPs as a good vehicle for promoting and developing its Broad- Based Black Economic Empowerment (B-BBEE) and socio-economic transformation objectives. Through the B-BBEE Scorecard developed for the project, GDEnv set targets for the Private Party to promote direct ownership of substantial interests by black people, black women and black enterprises, to achieve effective participation in the management control of the Private Party and its subcontractors by black people and black women, to ensure that the Private Party contracts a significant proportion of its subcontracting and procurement to black people, black women and black enterprises, and to promote positive local socio-economic impact from the project to the benefit of SMMEs, the disabled, the youth and non-governmental organisations within a targeted area of the facility's operations.

2.3 Nature-based tourism

2.3.1 The GDEnv has a significant role in the promotion of nature-based tourism, or ecotourism business targeted at both international and domestic tourism markets. The eco-tourism pillar of the business architecture provides for the organisation's self-generated revenues from commercial operations that is necessary to supplement government funding of conservation management and cultivating support directly or indirectly from external stakeholders in support of the conservation effort.

2.3.2 A significant element of the ecotourism pillar is the GDEnv Commercialisation Strategy (which through the implementation of Public Private Partnerships) has as its objective reducing the cost of delivery, improving service levels by focusing on core business and leveraging private capital and expertise as well as the objective of expansion of tourism products and the generation of additional revenue for the funding of conservation and constituency building.

3. ARTICULATION OF GDENV'S COMMERCIALISATION STRATEGY

3.1 Motivation for Commercialisation of the Suikerbosrand Nature Reserve

GDEnv's Commercialisation Strategy has identified PPPs as a good vehicle for promoting and developing its Broad- Based Black Economic Empowerment (B-BBEE) and socio-economic transformation objectives. Through the B-BBEE Scorecard developed for the project, GDEnv set targets for the Private Party to promote direct ownership of substantial interests by black people, black women and black enterprises, to achieve effective participation in the management control of the Private Party and its subcontractors by black people and black women, to ensure that the Private Party contracts a significant proportion of its subcontracting and procurement to black people, black women and black enterprises, and to promote positive local socio-economic impact from the project to the benefit of SMMEs, the disabled, the youth and non-governmental organisations within a targeted area of the facility's operations.

3.2 GDENV STRATEGIC OBJECTIVES FOR COMMERCIALISATION

3.2.1 Optimise the commercial value of the SNR and possible extend such benefit to other provincial reserve through ecotourism development

3.2.2 Enhance ecotourism in Gauteng

3.2.3 Increase market demand for SNR

3.2.4 Increase revenue generation from SNR

3.2.5 Derive cost savings for GDEnv by making the SNR self-sufficient

3.2.6 Leverage private capital & expertise to upgrade / develop tourism and hospitality facilities

3.2.7 Reduced delivery cost of tourism and hospitality amenities

3.2.8 Facilitate rapid enabling infrastructure delivery

3.2.9 Protection and management of SNR's natural resources and environment

4. GDENV'S LEGAL MANDATE

4.1 The Suikerbosrand Nature Reserve is an area declared, or regarded as having been declared, in terms of section 23 of NEMPAA as a Nature Reserve and the Provincial Gazette (Notice 1976 of 2014 is relevant to this declaration). Section 92(1)(a) of the NEMPAA specifically states that GDEnv is the management authority for any protected area and is obliged in terms of section 92(2) to manage all such protected areas according to the provisions of the NEMPAA and the management plan to be prepared for the protected area concerned.

4.2 Any commercial operator should always be cognisant of and apply all of the following regulations that are pertinent to GDEnv, including all changes in these and other regulations that may be implemented over the period of the Concession.

4.3 **National Environmental Management: Protected Areas Act**

4.3.1 National Environmental Management: Protected Areas Act 2003 (act no. 57 of 2003) ("NEMPAA") as amended by the National Environmental Management: Protected Areas Amendment Act (Act no 31 of 2004) provides for:

4.3.1.1 the protection and conservation of ecologically viable areas representative of South Africa's biological diversity and its natural landscapes;

4.3.1.2 for the establishment of a national register of all national, provincial and local protected areas;

4.3.1.3 for the management of those areas in accordance with national norms and standards;

4.3.1.4 for intergovernmental co-operation and public consultation in matters concerning protected areas;

4.3.1.5 for the continued existence, governance and functions of South African Nature Reserves; and

4.3.1.6 for matters in connection therewith.

4.4 **NEM: PAA Section 50**

4.4.1 Section 50 (1) of NEMPAA allows GDEnv to:

(a) carry out or allow:

(i) a commercial activity in the reserve; or

(ii) an activity in the reserve aimed at raising revenue;

(b) enter into a written agreement with a local community inside or adjacent to the reserve to allow members of the community to use in a sustainable manner biological resources in the reserve; and

(c) set norms and standards for any activity allowed in terms of paragraph (a) or (b).

4.4.2 Section 50 (2) provides than an activity allowed in terms of subsection (1)(a) or (b) may not negatively affect the survival of any species in or significantly disrupt the integrity of the ecological systems of the nature reserve.

4.4.3 Section 50 (3) provides that the management authority of the nature reserve must establish systems to monitor—

(a)the impact of activities allowed in terms of subsection (1)(a) or (b) on the reserve and its biodiversity; and

(b) compliance with—

(i) any agreement entered in terms of subsection (1)(b); and

(ii) any norms and standards set in terms of subsection (1)(c).

4.4.4 Section 50 (4) provides that any activity carried out lawfully in terms of any agreement which exists when this section takes effect may continue until the date of termination of such agreement, provided that the agreement may not be extended or varied to expire after the original intended expiry date without the consent of the Minister.

4.4.5 Section 50 (5) provides that no development, construction or farming may be permitted in a nature reserve without the prior written approval of the management authority.

4.5 NEM: PAA Section 55 and 56

4.5.1 Section 55 sets out the functions of GDEnv which functions include inter alia responsibility to:

4.5.1.1 protect, conserve and control all protected areas under its management including all biodiversity found therein (section 55(1)(b));

4.5.1.2 to carry out any development and construct or erect any works necessary for the management of the area (section 55(2)(e));

4.5.1.3 take reasonable steps to ensure the security and well – being of visitors and staff (section 55(2)(e));

4.5.1.4 provide accommodation and facilities for visitors and staff (section 55(2)(h));

4.5.1.5 to carry on any business or trade or provide other services for the convenience of visitors and staff (section 55(2)(i));

4.5.1.6 determine and collect fees for entry or stay in the area or for any services provided by it (section 55(2)(i)); and

4.5.1.7 authorise any person, subject to such conditions and the payment of such fees as it may determine, to carry on any business or trade or provide any service which GDEnv may carry on or provide in the area in terms of the NEMPAA ((section 55(2)(i)).

4.5.2 Section 55(2)(i) also authorises GDEnv to authorise another person, subject to such conditions and the payment of such fees as it may determine, to provide any service which GDEnv may otherwise provide in the Suikerbosrand Nature Reserve.

4.5.3 Section 56 (c) also specifically allows GDEnv to hire or let any property, for the purpose of performing any of its functions in any protected area placed under its management and control.

4.5.4 Accordingly, GDEnv has the legal mandate in terms of the NEMPAA to enter into PPP Agreements.

4.6 **The Public Finance Management Act 1 of 1999 ("the PFMA")**

4.6.1 GDEnv is a Schedule 3A public entity for the purpose of the PFMA. As such, GDEnv is bound to the provisions of the PFMA which regulates the financial management of all national and provincial governments and agencies; ensures that all revenue, expenditure, assets and liabilities of those governments are managed efficiently and effectively; provides for the responsibilities for those entrusted with financial management in those governments, and governs all matters connected therewith.

4.7 **PFMA Sections 50 and 51**

4.7.1 Section 50 of the PFMA deals with a number of fiduciary duties placed on the accounting authorities of public entities which are subjected to the provisions of the PFMA, and inter alia requires the accounting authority for a public entity to:

4.7.1.1 exercise the duty of utmost care to ensure reasonable protection of assets and records of the public entity;

4.7.1.2 act with fidelity, honesty, integrity, and in the best interests of the public entity in managing the financial affairs of the public entity;

4.7.1.3 seek, within the sphere of influence of that accounting authority, to prevent any prejudice to the financial interests of the state.

4.7.2 Section 51 deals with a number of general responsibilities of accounting authorities and provides that the accounting authority for a public entity must ensure that a public entity has and maintains inter alia effective, efficient and transparent systems of financial and risk management and internal control as well as an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost – effective.

4.8 **Treasury Regulation 16**

4.8.1 This last aspect is taken further in Regulations 16A7.4 and 16A7.5 of the National Treasury Regulations promulgated in terms of section 76 of the PFMA in Government Gazette Notice No. R 225, Government Gazette No. 27388 dated 15 March 2005, and amended by Government Gazette Notice No. R 146, GG 29644 dated 20 February 2007, which Regulations state that:

4.8.1.1 Reg. 16A7.4 The letting of immovable state property must be at market – related tariffs unless the relevant treasury approves otherwise. No state property may be let free of charge without the prior approval of the relevant treasury.

4.8.1.2 Reg. 16A7.5 The accounting officer or accounting authority must review, at least annually when finalizing the budget, all fees, charges, rates, tariffs or scales of fees or other charges relating to the letting of state property to ensure sound financial planning and management.

4.8.2 These National Treasury Regulations first came into operation on 25 May 2002 and have applied to the business of GDEnv since that date.

4.8.3 Hence there is sufficient responsibility placed on GDEnv under the PFMA to manage and to lease out all state assets placed under its management and control in the Reserve Nature Reserve in a manner that is fair and equitable to all, is transparent and competitive, and occurs on a basis that is market – related and supports sound financial planning and management within GDEnv.

4.9 **The National Minimum Standard for Responsible Tourism (SANS 1162**)

The National Minimum Standard for Responsible Tourism (SANS 1162) was developed with the objective of establishing a common understanding of responsible tourism by developing a single set of standards to be applied throughout South Africa by harmonising the different sets of criteria that were used for certifying the sustainability of tourism businesses. The National Minimum Standard for Responsible Tourism consists of 41 criteria divided into four categories i.e. sustainable operations and management, economic criteria, Social and cultural criteria and environmental criteria.

4.10 **The National Development Plan**

4.10.1 The National Development Plan aims to eliminate poverty and reduce inequality by 2030 by drawing on the energies of its people, growing an inclusive economy, building capabilities, enhancing the capacity of the state, and promoting leadership and partnerships through society. The plan envisions a South Africa where everyone feels free yet bounded to others; where everyone embraces their full potential, a country where opportunity is determined not by birth, but by ability, education and hard work. Realising such a society will require transformation of the economy and focussed efforts to build the country’s capabilities. While the achievement of the objectives of the National Development Plan requires progress on a broad front, three priorities stand out:

4.10.1.1 raising employment through faster economic growth;

4.10.1.2 improving the quality of education, skills development and innovation; and

4.10.1.3 building the capability of the state to play a developmental, transformative role.

4.11 GDEnv Beneficiation Scheme

4.11.1 GDEnv has a mandate to promote and give priority to indigenous landowner communities to participate in equity ownership interests in the commercial opportunities within the reserve. To achieve this mandate and objective, GDEnv shall ensure that potential Concessionaires offer the indigenous landowner communities the opportunity to secure shareholding on commercial terms in PPP concession.

4.11.2 Where GDEnv has identified opportunities for participation for the indigenous landowner communities, GDEnv is required to specify the equity set aside for participation of indigenous landowner communities in the procurement documentation for that commercial activity. No equity set aside is proposed for this Concession Opportunity.

4.12 Tourism B-BBEE Charter and Tourism PPP Toolkit

4.12.1 In 2004 the National Treasury published a Private Public Partnership (PPP) Manual to serve as a guide in all PPP agreements between Government Institutions and private parties.

4.12.2 In November 2005, the Tourism PPP Toolkit was published. The Toolkit as well as the above-mentioned policy documents informed our analysis and recommendations on the possible B-BBEE and socio-economic benefits of this PPP.

4.12.3 In 2005, the Tourism B-BBEE Charter was published in the Government Gazette to highlight the commitment of all the stakeholders in the Tourism Sector for the empowerment and transformation of the sector, and to work collectively to ensure that the opportunities and benefits of the Tourism Sector are extended to Black People as well. In 2009, the Tourism B-BBEE Sector Code was published in the Government Gazette in line with the Generic Codes of Good Practice to advance the objectives of the B-BBEE Act.

4.12.4 Arising from the Amended Generic Codes of Good Practice issued in October 2013, the Amended Tourism B-BBEE Sector Code were published in November 2015 which outlines the framework and principles for the implementation of B-BBEE within the Tourism Industry.

4.12.5 GDEnv has developed dedicated B-BBEE scorecards for the SNR commercial opportunities that form part of this Tender, identified to achieve its socio-economic transformation objectives. The Specific Goals elements identified in GDEnv B-BBEE scorecards include the following elements:

4.12.5.1 Ownership – targets for ownership by Black People, Black Women and Youth within the province of SNR in the private party SPV;

4.12.5.2 Management Control – targets for the involvement in management of the SPV of Black People, Black Women, Youth and people from local Communities;

4.12.5.3 Employment – targets for employment of Black People, Black Women, Youth and people from Local Communities at all levels;

4.12.5.4 Skills Development – targets for skills development expenditure on Black People and Black Women and Youth from Local Communities and for the number of Black People participating in Learnerships, Apprenticeships and Internships;

4.12.5.5 Preferential Procurement – targets for procuring goods and service from B-BBEE recognised, and Black Women and Youth from Local Community owned companies and SMMEs;

4.12.5.6 Enterprise and Supplier Development – targets for contributing towards;

4.12.5.6.1 Enterprise and Supplier Development of local companies; and

4.12.5.6.2 Socio-economic Development – targets for contributing towards Socio- economic Development of local communities and tourism industry.

4.12.6 GDEnv accordingly evaluates the bidders B-BBEE proposal and will allocate scores according to the methodology and weightings in the B-BBEE scorecard which is provided as RECOMMENDED GDENV BROAD BASED BLACK ECONOMIC EMPOWERMENT SCORECARD FOR THE TENDER in the Request for Proposals (RFP).

4.13 **Land Claims**

4.13.1 GDEnv will conclude settlement agreements with successful SNR land claimants in terms of the Restitution of Land Rights Act number 22 of 1994, as amended, once The Land Claims Commissioner has concluded its process of finalising the claims. The Cabinet Memorandum of 2002 made it possible for the settlement of land claims within Protected Areas, where restitution is provided through ownership without settlement rights, but with arrangements for compensatory beneficiation. Land claims within GDEnv were therefore settled within this 2002 framework, except some portion for SNR.

4.13.2 In 2008, cabinet decided that the only option of the settlement for land claims within SNR is alternative redress, without restoration of land rights. The Commission on Restitution of Land Rights (CRLR), DEA and GDEnv jointly informed the claimants of the Cabinet decision.

4.14 **GDEnv Nature Reserve Management Plans**

The National Environment Management: Protected Areas Act No. 57 of 2003 (NEM: PAA) requires that GDEnv produces management plans for all reserves in consultations with stakeholders. The objective of a management plan is to ensure the protection, conservation and management of the protected area concerned in a manner, which is consistent with the objectives of the NEM: PAA and for the purpose it was declared. The Protected Areas Act requires that a nature reserve be managed exclusively for the purpose for which it was declared. However, GDEnv recognises that the environment is in constant flux, is interlinked with the socio-economic and political spheres and could be affected by societal values. Protected area management should therefore take cognisance of the ever-changing environment and diversity of influences, and plan accordingly. In consultation with stakeholders, GDEnv revises the management plan in accordance with its internal Commercialization Strategy.

4.15 Responsible Tourism Standards

4.15.1 Responsible Tourism

Responsible Tourism is a tourism management strategy embracing planning, management, product development and marketing to bring about positive economic, social, cultural and environmental impacts. Responsible Tourism provides for the following:

4.15.1.1 generates economic benefits for local people and enhances the well-being of host communities;

4.15.1.2 improves working conditions and access to the industry;

4.15.1.3 involves local people in decisions that affect their lives and life chances;

4.15.1.4 makes positive contributions to the conservation of natural and cultural heritage to the maintenance of the world's diversity;

4.15.1.5 provides more enjoyable experiences for tourists through more meaningful connections with local people and a greater understanding of local cultural, social and environmental issues;

4.15.1.6 minimises negative economic, environmental and social impacts; and

4.15.1.7 is culturally sensitive, engenders respect between tourists and hosts, and builds local pride and confidence.

4.15.2 National Responsible Tourism Guidelines

4.15.2.1 In 2002, the then Department of Environmental Affairs and Tourism ("DEAT") published National Responsible Tourism Guidelines, reflecting South Africa's vision to manage tourism in a way that contributes to the quality of life of all South Africans. The Guidelines aim to set benchmark standards for accommodation and transport operators, tourism associations and custodians of our cultural and natural heritage. The objective is to ensure that our tourism sector keeps pace with international trends towards responsible business practice – and gains market advantage in doing so. In 2003, DEAT published the Responsible Tourism Handbook which took it one step further by giving practical examples of how tourism operators can improve their economic, social and environmental practices.

4.15.2.2 Various institutions/organisations offer environmental management consulting and accreditation services to all business sectors interested in implementing environmentally friendly business practices and hence offer Environmental Rating Programmes. Such eco-labelling schemes include:

4.15.2.3 ISO 14001 (Environmental Management);

4.15.2.4 ISO 21401 (Sustainability Management);

4.15.2.5 ISO 18065 (Services in Protected areas);

4.15.2.6 ISO 9001 (Quality Management);

4.15.2.7 Green Globe;

4.15.2.8 NEAP;

4.15.2.9 Heritage;

4.15.2.10 Ecoquest; and

4.15.2.11 Fair Trade in Tourism.

4.15.3 **National Responsible Tourism Standard and GDENV Responsible Tourism Strategy**

4.15.3.1 South African Nature Reserves has also drafted a Responsible Tourism Strategy. The purpose of this strategy is to consistently integrate the principles of the national responsible tourism guidelines (DEAT, 2002) into South African Nature Reserves operations. The Private Party will be obliged to comply and subscribe to the minimum standards of Responsible Tourism – SANS 1162.

4.15.3.2 This strategy and plan will help to reduce fragmentation of responsible tourism activities by GDEnv and its business partners, by providing a framework for a coordinated approach. It will also reduce the disparity between levels of responsible tourism practiced, monitored and reported between GDEnv tourism operations and concessionaires (who are contractually required to practice responsible tourism). Implementation of strategy and plan will help address potential future problems, such as mitigation and adaptation to climate change. The strategy is also a response to the increased market demand for responsible holidays from tourists and will enable GDEnv to put into place the conditions that are required to position the Nature Reserve systems as responsible destinations.

4.15.3.3 The responsible tourism strategy is divided into three sections:

4.15.3.3.1 The alignment of the principles of Responsible Tourism with existing corporate values and actions, with amendments to policies and procedures to accommodate Responsible Tourism values and indicators;

4.15.3.3.2 Recommended additions to the GDEnv scorecard to include Responsible Tourism indicators; and

4.15.3.3.3 Processes required to embed awareness of and decision-making and actions aligned with Responsible Tourism throughout the organization.

4.15.4 **Objectives of the Responsible Tourism Strategy**

The objectives of the responsible tourism strategy and implementation plan aim to provide a basis for decision making, and guidance for divisions to develop action plans that comply with this policy. The objectives are:

4.15.4.1 Align GDEnv operations with the national policy on responsible tourism;

4.15.4.2 Enhance responsible tourism awareness and management skills among protected area managers and tourism officers and business partners within GDEnv;

4.15.4.3 Enhance responsible tourism awareness and skills among GDEnv's external stakeholders, including communities, and suppliers;

4.15.4.4 Integrate responsible tourism principles and actions into management plans for each reserve in South Africa;

4.15.4.5 Establish a practical framework for monitoring, evaluation and reporting in Nature Reserve destinations; and

4.15.4.6 Integrate responsible tourism into the performance management frameworks of the organisation, individual reserves and individual staff members.

4.15.5 **Guiding Principles of the Responsible Tourism Strategy**

The guiding principles of the responsible tourism strategy and implementation plan are that they are:

4.15.5.1 based on the national responsible tourism guidelines (DEAT, 2002);

4.15.5.2 aligned with the national Minimum Standards for Responsible Tourism;

4.15.5.3 aligned with GDEnv Corporate Strategic Business Plan, and cognisant of the Conservation Development Framework and Reserve Management Plans;

4.15.5.4 easy to understand and implement;

4.15.5.5 adaptive and flexible;

4.15.5.6 monitored at both a corporate and operational level;

4.15.5.7 developed and implemented through a participatory process by a broad range of GDEnv stakeholders, including business partners;

4.15.5.8 initially focus on quick wins, which can be used to promote the responsible tourism agenda throughout the organization; and

4.15.5.9 address initiatives that facilitate the achievement of GDEnv core objectives (e.g. better relations with local communities, reducing poaching, helping reserve expansion).

4.16 **Permits and Licences**

The Private Party will be required to obtain the following permits and/or licences as may be relevant:

4.16.1 firearm permits by law and a GDEnv permit to carry and utilize within the SNR;

4.16.2 permits for game guides;

4.16.3 GDEnv permits for all vehicles and drivers of Concessionaire vehicles;

4.16.4 private Parties will have to apply for liquor licences (if applicable);

4.16.5 all developments outside the existing zonation/tourism footprint or are of significant impact will be subject to an Environmental Impact Assessment (EIA) and to obtain an environmental permit from DFFE. GDEnv will use all reasonable endeavours in assisting the future Concessionaire to acquire the appropriate environmental permits/authorisations; however, GDEnv will bear no liability for any failure of the Concessionaire to obtain such permits/authorisations;

4.16.6 private Parties will be subject to the provisions of the Competition Act;

4.16.7 if a particular site is declared a national monument, any development requires the approval by the Minister and will be subjected to a Heritage Impact Assessment (HIA);

4.16.8 compliance with the Authorisation, approvals, certificates, permits identified in ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS; and

4.16.9 Water Use Licences may be required as issued by the DWS as per ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

5. DESCRIPTION OF THE PPP OPPORTUNITY FOR THE SUIKERBOSRAND NATURE RESERVE

5.1 Introduction

The Suikerbosrand Nature Reserve is located in the Gauteng Province as indicated on the map in the figure below. SNR is in the Lesedi Local Municipality area (Sedibeng District Municipality) bordering the town of Heidelberg (Ekurhuleni Municipality) to the east along the N3, approximately 30 minutes (45 km) southeast of Johannesburg. It is situated within a triangle between the towns of Alberton, Heidelberg and Meyerton.

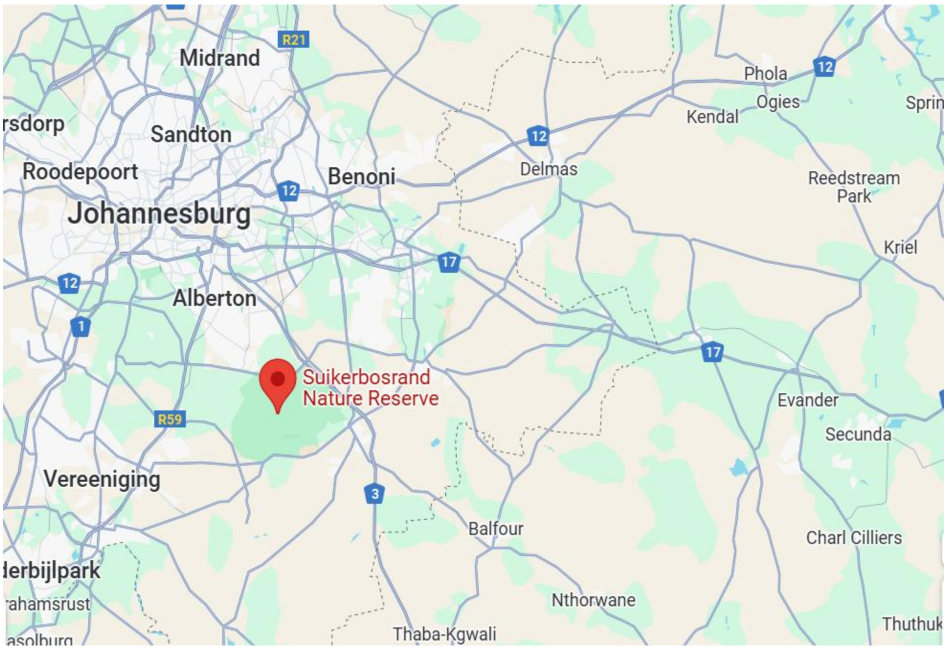

Figure 1; Suikerbosrand Nature Reserve

5.2 Site Description

The Suikerbosrand Nature Reserve is situated between Heidelberg and Alberton, just off the N3 highway, 17,899 ha in extent, a part of which, 11,595 ha, was initial proclaimed in terms of the Provincial Ordinance 17 of 1967 and subsequently proclaimed as a Protected Area in terms of the Protected Areas Act by means of Provincial Gazette 166 of 25 June 2014, and a part of which, the Remainder of the Farm Boschhoek, has been successfully claimed by the Hadebe Community.

The main access routes to the Reserve consist of the R550 (Diepkloof main entrance) off the N3 freeway between Johannesburg and Durban, the R42 (Kareekloof secondary entrance) between Heidelberg and Meyerton.

The road infrastructure leading to SNR is generally good to excellent. Within SNR, there is also a 67km tarred road tourist route in good condition which covers a large section of the reserve.

The SNR is comprised of the following farms:

- The Farm Blesboklaagte 181.
- The Farm Boschhoek 385.
- The Farm Boshfontein 386.
- The Farm Diepkloof 182.
- The Farm Kafferskraal 381.
- The Farm Schoongezicht 378.
- The Farm Tamboekiesfontein 173.
- The Farm Valsfontein 183.

An additional 7 farms (6 304ha of land) were purchased and incorporated between 2000 and 2006 bringing the total area of the SNR to 17 899ha.

The following features are noted in respect of the SNR:

- Flora: approximately 743 plant species.
- Fauna: approximately 30 mammal species and over 200 different bird species.
- Activities include Horseback safaris (not currently offered), self-drive game viewing, mountain biking, 4x4 trails, hiking, braai and picnic facilities, bird watching, guided tours and the historical museum.

Tourist facilities include:

- Self-catering accommodation for approximately 120 (in 29 units) guests at three separate locations – currently in a state of disrepair and not operational.
- A full-service caravan park with 240 stands – currently in a poor state of disrepair and not operational.
- A conference centre with capacity for 120 delegates across a variety of meeting rooms, including an auditorium and breakaway rooms - located at the main reception building and currently not operational.
- Facilities for day-visitors, which include a restaurant, swimming pools (in disrepair and not operational), picnic spots and children’s playgrounds (in disrepair and not operational).
- Cycling routes.

- Hiking trails with overnight huts/ accommodation (currently operational).
- Cultural and heritage sites of significance and historical museum.

Most of the tourism accommodation facilities (excluding the Kiepersol Camp facilities recently refurbished), including those currently operational, are in a poor state of disrepair due, amongst other, to lack of maintenance. The design carrying capacity of the reserve facilities are as follows:

The Reserve accommodation and conference facilities above can accommodate approximately 1 843 persons. This works out to an accommodation and conference facilities capacity density and distribution of 9.71 hectares per person.

#	Facility	Capacity (# per day)	Units/Rooms
1.	Kiepersol camp	46 beds	23
2.	Protea camp	60 beds	30
3.	Diepkloof Conference Facility	165	
4.	Karee Kloof Resort (caravan and camping stands)	1440 beds	240
5.	Kareekloof Chalets	12 beds	3
6.	Ouhout Camp	60 Beds	5
7.	Hiking Huts	60 Beds	6
	Total Visitors Allowable per day	1 843	307

The Suikerbosrand Nature Reserve PPP Opportunity entails the development, operation, management and maintenance of the following tourism and visitor facilities, and concomitant nature-based activities, in compliance with the Management Plan for the Suikerbosrand Nature Reserve and the Nature Reserve Regulations, at sites in the Suikerbosrand Nature Reserve.

5.3 Tourism Facilities

The following comprises a high-level description of the physical facilities/area within the existing footprint. Bidders are to use this description as a guide and undertake their own investigations to assess the facilities and plan its future physical facilities proposal.

5.3.1 The Conference Centre.

The conference centre (at the main admin building) has a capacity for 120 delegates with a building bulk of approximately 1120 m^2 and comprises of:

- The auditorium.
- Four breakaway rooms.
- Commercial kitchen facility and outdoor deck.
- Parking areas and ablution.

Figure 1:Suikerbosrand Reception, Conference Centre, Administration Building Parking Area, Museum Area

5.3.2 Kiepersol Camp.

Kiepersol Camp was designed for mini conference accommodation, amongst other being located close to the Reception and Conference Facility. The camp with a building bulk of approximately 1330 m^2 also functions as a self-catering camp for weekend recreation. The camp consists of 12 (twelve) accommodation units of different sizes and different capacities.

There is also a commercial kitchen facility, communal lapa area in which meals can be served, bar area and multi-function hall for small meetings. Facilities for the physically challenged are available.

The camp includes:

- 11 standalone accommodation units consist of a mix of one-two- and three-bedroom units.
- A boma area and communal kitchen.

Figure 2: Kiepersol Camp

The table below provides a summary of the facility.

Table 1: Kiepersol Facility summary

DESCRIPTION	# UNITS	# PAX / UNIT
2 (two) bed, ensuite bathroom	Two separate units	4
4 (four) bed, en suite bathroom	Five separate units	12
6 (six) bed, 2 en suite bathroom	Three separate units	24
6 (six) bed, Physically Challenged Combined, 2 en suite bathrooms	One unit	6
Communal lapa / serving area	One unit	100
Bar and deck area	One unit	50
Hall	One unit	30

All buildings have wooden decks. All suites have been furnished with kitchen appliances, beds, linen, and small items of furniture. Artwork and internal decoration have been provided.

Infrastructure connections in terms of water, sewer and electricity are available including a backup power generator. The access road and parking are gravel.

5.3.3 Protea Camp.

The Protea Camp facility is reflected in the figure below. The units have water storage tanks alongside. The Protea Camp have an existing building area of approximately 2 674m². The Protea Chalet complex was designed as a communal camp for self-catering accommodation. There are 14 accommodation units available, and the camp has a maximum capacity of 60 people. Each unit is equipped with a bedroom, kitchen, bathroom, toilet, dining and lounge area, as well as a wooden deck. There are double and single units available. The camp also has a swimming pool, and a small bar as indicated in the summary table below.

Table 2: Protea Camp Facility summary

DESCRIPTION	# UNITS	TOTAL # PAX
2 bed units, en suite bathroom	4 units	8
4 bed units, en suite bathroom	4 units	16
6 bed units, en suite bathroom	6 units	36
Bar	1 unit	
Swimming pool	1 unit	
Manager’s Unit	1 unit	
Laundry	1 unit	

All units are naturally ventilated, also with a rainwater harvesting system, water closet and electrical connection and water connection at each facility with an open parking area. Internal roads and parking are gravel,

Figure 3: Protea Camp

5.3.4 Kareekloof Resort and Caravan Park.

Kareekloof is located on the opposite side (southern side) of the SNR. The facility consists of a variety of different types of buildings due to the unique purpose of the facility. The Kareekloof Resort was designed as a self-catering outdoor leisure facility. This resort was equipped with all the amenities to satisfy campers, day visitors, persons requiring limited chalet accommodation, as well as small scale meetings and conferences as described below a reflected in the summary table.

The Karee Kloof Resort and Caravan Park with a building bulk of roughly 5 370 m^2 includes:

- 3 chalet units.
- A full-service caravan park with 240 stands and communal ablution facility.
- Facilities for day-visitors, which include a restaurant, swimming pools, picnic spots, children's playgrounds, a mini-golf course, volleyball court, and tennis court
- Small conference venue.

Figure 4: Kareekloof Resort

Table 3: Kareekloof summary of Facilities

DESCRIPTION	# UNITS	PAX / UNIT
Caravan sites, grassed, shaded with power points	240	6
Chalet unit, en-suite bathroom	3	4 -6
Manager's Accommodation Unit	1	4
Staff Quarters	10	2
Life-guard's caravan	1	4
Swimming pools (Supertubes and slides)	2	Limit
Swimming pools and change rooms	2	Limit
Open lawn area	1	600
Block (Day Visitors) with kitchen and ablutions	1	100
Bush Lapa (enclosed with kitchen and ablutions)	1	60

DESCRIPTION	# UNITS	PAX / UNIT
Stables (with saddle store and storeroom)	36	36
Ablution blocks – Camping	10	N/A
Mini-golf course	1	
Heated pool	1	
Trampolines	3	
Jungle – gym	1	
Volleyball court	1	
Tennis court	1	
Manager’s Office	1	
Reception Office	1	
Administration Office	1	
Parking areas at the Lapa, swimming pools and caravan park.	1	
Gate house for access control	1	
Sewage treatment plant	1	
Fences around the sewerage plant.	1km	
Kareekloof day trail	1	

The facility has access to a water connection, electricity supply and sewer connection. The reticulation infrastructure within the resort area has been vandalised, this, along with the sewer treatment works, require significant repairs, reinstallation and refurbishment.

5.3.5 Ouhout camp, including its accommodation and communal facilities.

The Ouhout Camp facilities include:

- Three two bedroom and two bachelor rooms (dormitory style accommodation).
- Kitchen and dining area. The dining area also serves as a function’s venue.

Figure 5:Ouhout Camp

5.3.6 Picnic Site

There are two picnic sites in the reserve, the Diepkloof and the Holhoek. The Diepkloof site is situated through the main entrance of SNR and is included in the PPP opportunity, while the Holhoek site which is excluded from the PPP opportunity is located on the South side of the nature reserves, approximately 28 km from the office.

The picnic sites has the following facilities: Picnic stands and ablution facilities

5.3.7 Overnight Hiking Trail Huts

There are six huts (each accommodating 10 people) spread across Suikerbosrand including i.e., Blesbok, Springbok, Duiker, Steenbok, Hartebeest and Eland.

5.4 Other facilities not forming part of the SNR PPP Facilities

Facilities that do not form part of the PPP opportunity/facilities include:

- Holhoek Picnic Site
- Ouhout Camp (Subject to an offset)
- Staff Accommodation and Workshops.
- Museum Facilities.

5.5 Minimum Development Specification

5.5.1 Also refer to ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

5.5.2 The Private Party will bear the cost of any upgrading of existing facilities including roads, buildings and infrastructure within the current Footprint as specified below.

5.5.3 Any changes requested require Detailed Design and must be prepared by the Private party and should be in accordance with the findings of an EIA and Best Industry Practice and GDEnv and National Building Code requirements – See ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

5.5.4 This should be accompanied by a Project Schedule to enable GDEnv to confirm any Construction Works – See ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

5.5.5 The Private Party will be expected to adhere to the Minimum Development Specifications as follows:

Minimum Development Specifications	
Beds (the exact number of beds to be in accordance with the approved extended Design Plan and to include guest and staff beds)	1. Redevelopment, and or Refurbishment, and or upgrading, and or maintenance and Operation of Ouhout Camp. 2. Redevelopment, and or Refurbishment, and or. upgrading, and or maintenance and Operation of Kiepersol Camp. 3. Redevelopment, and or Refurbishment, and or upgrading, and or maintenance and Operation of Protea Camp. 4. Redevelopment and or refurbishment, and or upgrading, and or maintenance and Operation of Kareekloof Resort and Caravan Park.
Refurbishment, development and maintenance of the Restaurant, and Welcoming Area and Conference Centre and Auditorium and Reception Area Building and Facilities and parking area.	Y
Pools at Protea Camp and Kareekloof Resort	Y
Reception Parking area	Y
Reception and lobby	Y
Housekeeping	Y
Laundry / Dry cleaning	Y
Internal & External Communication systems	Y
Air-conditioning	Y
Safety & Security	Y
Recognised Operating System & Software	Y

5.6 Infrastructure Services

The key engineering infrastructure services include the following:

5.6.1 Water infrastructure services: This includes several existing boreholes some of which are being refurbished as well as new boreholes that are being installed. It also includes connection to a Rand Water supply line that requires upgrading, on-site storage reservoirs and partial distribution networks.

5.6.2 Sewer infrastructure: The sewer services on SNR site consists out of four sewer treatment plants and supporting sewer lines including a Settling Tank System servicing some of the respective PPP facility concession areas. Apart from Kareekloof, the sewer infrastructure at Suikerbosrand Nature Reserve remains functional at a basic operational level, with existing systems supporting current activities across key facility nodes. Significant upgrades and or refurbishment are required in some instances, that are being attended to by the Department. The Department will implement interim measures, including maintenance and minor repair interventions, to ensure that sanitation services remain operational and reliable in the short term.

5.6.3 In parallel, a bulk sewer infrastructure upgrade project is being progressed to provide a long-term, sustainable solution to the reserve's sanitation requirements. These combined interventions will ensure continuity of operations and enhance the reserve's readiness to support increased activity and investment, thereby contributing to the successful revitalisation of the Suikerbosrand Nature Reserve. This includes the repair of Kareekloof bulk sewer services

5.6.4 Road Infrastructure: The road infrastructure comprises of two main access points from the provincial road network with an on-site tar road through the reserve that joins with a network of gravel roads that provides access to some of the tourist facilities. The road infrastructure is in a reasonable condition and adequate to support access to the respective tourist attractions and facilities.

5.6.5 Electrical Infrastructure: The bulk electrical supply network includes a MV main switch station and 11 kV medium voltage (MV) distribution and reticulation network with cables feeding the miniature substations and kiosks at the respective concession areas. The overall condition of the electrical bulk infrastructure for both the Kiepersol and Protea camp areas and the main administration building complex – Including medium voltage cables, minisubstations and low voltage kiosk are currently stable and reliable. The system meets operational demands and shows no signs of imminent structural or electrical failure. However, to prevent natural degradation from escalating into costly repairs, a series of minor repairs and maintenance interventions are to be implemented including refurbishment and upgrades that are required in some instances. The Kareekloof resort requires significant repair, replacement and refurbishment of the vandalised bulk and distribution network.

5.6.6 Information and Telecommunication: The SNR main administration building has telecommunication and internet facilities and access whilst the rest of the area has mobile phone coverage, albeit with varying connectivity.

5.6.7 Solid Waste: Solid waste is collected and removed to the municipal dumping site.

5.6.8 The GDEnv remain responsible for providing bulk and link engineering infrastructure services and access up to the boundary of the respective concession areas. While this is the responsibility of the Department, and available infrastructure can still carry some of the operations, the Department is currently implementing services upgrades to enhance bulk and link infrastructure services.

5.6.9 The Private Partner will be responsible for providing sustainable on-site (designated camp area) service solutions and back up infrastructure in terms of water and electricity and sanitation services (sewer and solid waste management), internal road and parking provision, walkways and landscaping services and the maintaining of the access road and fire breaks where applicable.

5.7 Staff Housing

5.7.1 The human footprint must be kept to a minimum to comply with Reserve regulations - staff are encouraged to live outside the reserve.

5.7.2 The following staff housing is provided for the site

5.7.2.1 Married quarters with a building bulk of approximately 3200 m^2 consisting of 15 separate small houses with 2-3 bedrooms, located to the eastern side of the main admin building. The Hlalakhahle Married Quarters with a building bulk of approximately 520 m^2, is located to the northern side of the main admin building, in the direction of the Diepkloof main entrance gate, and consist of seven two-bedroom units. However, the GDEnv does not have vacant facilities on site to be made available to accommodate The Private Party staff.

5.7.2.1 Single Quarters with a building bulk of approximately 630 m^2 Staff accommodation must comply with national building regulations and requirements and the standards specified in ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

5.7.2.2 GDEnv will allow only single/couple accommodation units and not dormitory structures.

5.7.2.3 Staff accommodation must not be visible from tourist roads.

5.7.2.4 Waste from staff accommodation areas must be sorted according to type, stored in enclosures & trucked out of SNR.

5.7.2.5 Staff must observe official speed limits of the reserve.

5.7.2.6 Staff must take special care driving at night to limit road kills in cases where after hours driving is authorised.

5.7.2.7 It is required that the Private Party bid considers the quantity, structure and quality of on-site staff housing required and provide proposals of how it would be improved.

6. PPP AGREEMENT

6.1 Term of Agreement

6.1.1 The term of the PPP Agreement shall be for 25 (twenty-five) years.

6.2 PPP Concession Fees

6.2.1 Under the PPP Agreement, the Concession Fee payable to GDEnv, is specified as a monthly fee (calculated in arrears) equal to the higher of:

6.2.1.1 a minimum fixed rental PPP fee, which is [R80 000 per month] (increased annually by CPIX); and

6.2.1.2 or a variable PPP fee (2.5% of gross revenue earned by the private party in each project year).

6.2.1.3 Please note: GDEnv will not consider a minimum fixed rental PPP fee of less than R80 000 per month in the first full year of operations and R90 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its PPP fee offer.

6.2.2 The PPP Fee shall accrue and be payable to GDEnv by the Private Party within 7 (seven) business days following the end of each month, free of deduction or setoff.

6.2.3 For purposes of reconciling the PPP Fees payable to GDEnv in any given Financial Year, the Private Party shall, within 120 (one hundred and twenty) days after the end of each Financial Year, furnish its audited financial statements to GDEnv, whereafter GDEnv shall verify and reconcile the PPP Fees due against the PPP Fees actually paid in the relevant Financial Year. If this figure is different from the Calculated Annual Concession Fee which has already been paid for that Concession Year the difference will be paid by means of an adjustment to the next payment due by the Concessionaire to GDEnv within 30 (thirty) Business Days.

6.2.4 Any overdue payment by the Private Party shall be subject to an interest charge as per GDEnv's Financial Rules and Regulations.

6.3 Principal Obligations of the Private Party

GDEnv requires the successful Private Party to comply with the following:

6.3.1 The Private Party is obliged to acquire GDEnv's consent prior to making use of any GDEnv trade names and or logos in any way.

6.3.2 The Private Party must adhere to GDEnv's conservation regulations and operating requirements set out in the SNR Operating Manual.

6.3.3 The Private Party must adhere to the GDEnv normal operating hours for transportation of guests, goods and service and through GDEnv designated entrance gates. Extended gate opening times for staff will be permitted from 03:30 to 23:30 at the nearest entrance gate to the Concession Area under controlled conditions (i.e. only scheduled trips to transport staff leaving or arriving for shifts. Related additional costs will be for the Concessionaire's account. The Concessionaire must develop an After-Hours Travel Procedure (AHTP).

6.3.4 The Private Party is obliged to procure adequate insurance for the Concession's insurable properties including construction, property and casualty insurance, business interruption insurance, third party liability and employer's liability insurance.

6.3.5 The Private Party is responsible for the submission of audit reports, and any other reports and information, as contractually required by GDEnv.

6.3.6 The Private Party will be required to obtain all relevant and third-party insurances.

6.3.7 The Private Party's financial obligations shall not impact on GDEnv, and the Private Party will need to provide GDEnv with its annual financial statements and required financial audits.

6.3.8 The Private Party will be obliged to apply and obtain all relevant and necessary operating licenses.

6.3.9 The Private Party is obliged not to pledge the credit of GDEnv in any form.

6.3.10 The Private Party is required to operate according to hours specified by GDEnv and in terms of the Integrated Management Plan and its subsidiary plan i.e. Fire Protection Plan, Integrated Security Plan and SOP for Access to Government premises.

6.3.11 The Private Party is obliged to acquire GDEnv consent prior to any changes being made to shareholding of the Private Party.

6.3.12 At the time of submitting the Bid, each Pre-qualified Bidder for Bid Package 1 must submit a single Bid and Performance Bond of R0,5 million in the format to be provided in the RFP. The purpose of the Bid and Performance Bond is to ensure that all Bidders present valid and serious Bids, and that the winning Bidder subsequently executes the PPP Agreement. The Bid Bonds of unsuccessful Bidders shall be returned to them following signature of the PPP Agreement.

6.3.13 The Private Party is responsible for the transport of their employees from the workplace to the living quarters, particularly after-hours transport where living quarters are logistically distanced from the Development. In the event that GDEnv transport can be utilized, the related cost of transport will be for the Private Party’s account.

6.3.14 The Private Party is obliged to transport their staff to the required medical facilities. If GDEnv transport can be utilized, the related cost of transport will be for the Private Party’s account.

6.3.15 The Private Party is encouraged to look at options to cater for people with disability and provide universal access at the Concession Area.

6.3.16 The Private Party is obliged to adhere to GDEnv’s B-BBEE obligations as per the Tourism Sector Code, GDEnv’s Commercialisation Strategy and GDEnv Beneficiation Scheme. For the purposes of this Tender, these obligations have been incorporated into a dedicated project Scorecard. Please refer to RECOMMENDED GDENV BROAD BASED BLACK ECONOMIC EMPOWERMENT SCORECARD FOR THE TENDER in the RFP.

6.3.17 The Private Party is obliged to adhere to GDEnv's preferential procurement policies. For the purposes of this Tender, these obligations have been incorporated into a dedicated project Scorecard. Please refer to RECOMMENDED GDEnv BROAD BASED BLACK ECONOMIC EMPOWERMENT SCORECARD FOR THE TENDER in the RFP.

6.3.18 The Private Party is obliged to adhere to existing Environmental Authorisations and relevant Environmental Regulations, and SNR Operating Manual and Environmental Guidelines. Please refer to ANNEXURE B – ENVIRONMENTAL GUIDELINES FOR PRIVATE PARTY'S OPERATION WITHIN THE NATURE RESERVES.

6.3.19 It must be noted that local municipalities within which the SNR is located have been pursuing the payment of rates and taxes and the adherence to municipal regulations such as building plan approvals, electricity permits, etc. The Private Party needs to plan for and comply with these requirements.

6.4 **Principal Obligations of GDEnv**

6.4.1 GDEnv shall give reasonable assistance in the form of advice, introductions and documentary support to the Private Party in its dealings with Relevant Authorities and otherwise in connection with obtaining the necessary licenses and permits.

6.4.2 GDEnv will operate and manage the Reserve and will promote it in such manner as to ensure the continued viability and sustainability of SNR as a Nature Reserve and as a sustainable and attractive tourist and conservation undertaking.

6.4.3 GDEnv will provide bulk and link civil engineering infrastructure services up to the site/camp boundary connection point for the respective concession areas. It is a requirement for the Private Partner to, apart from providing for its own on-site back-up infrastructure services (i.e energy, water, sewer), to assess and implement the most cost-effective bulk services supply. In respect of sewer services, the GDEnv prefers the installation of on-site settlement tank system(s) as part of the Private Partner's development responsibility and that the GDEnv can service such systems with a Honey Sucker Truck, instead of the upgrading and or refurbishment of sewer pipelines and bulk treatment works, for a fee.

6.5 Performance Standards

6.5.1 The Private Party will be responsible for the development, financing, management, maintenance and operation of the Concession Areas.

6.5.2 GDEnv shall require the Private Party to perform to certain standards including but not limited to:

6.5.2.1 Quality standards and best industry practice.

6.5.2.2 Manage social media and reputation management in accordance with best industry practice.

6.5.2.3 The Department subscribes to the observance of green principles in the conceptualisation, implementation and management of infrastructure project. The Private Party must submit details of what and how these will be incorporated in the design and executed during construction and during operations.

6.5.2.4 Adhere to industry standards in respect of Green Operations.

6.5.2.5 The SANS 1162:2016 South African National Standard Responsible Tourism Requirements as further described in ANNEXURE C – SANS 1162:2016 – SOUTH AFRICAN NATIONAL STANDARD RESPONSIBLE TOURISM REQUIREMENTS of this Information Memorandum.

6.5.2.6 The National Responsible Tourism Guidelines as further described in section 4 of the Information Memorandum.

6.5.2.7 The Responsible Toolkit Assessment System when completed.

6.5.2.8 The applicable Regulatory Provisions, prevailing laws, policy directives and standards of the State and any Relevant Authority and where appropriate Reserve Regulations, Reserve Rules and Reserve Management Plan; and

6.5.2.9 Accreditation from the Tourism Grading Council of South Africa (“TGCSA”).

6.5.2.9.1 Such accreditation will be compulsory and should be obtained within 12 months from Operation Commencement Date and renewed thereafter on an annual basis.

6.5.2.9.2 Failure to obtain and maintain the applicable grading will be grounds for termination of the PPP Agreement.

6.5.2.9.3 Information on the TGCSA accreditation, categories, process etc. can be obtained from the website: www.tourismgrading.co.za

6.6 Access

GDEnv shall ensure that, for the duration of the PPP Agreement, the Private Party, its guests, employees, agents and invitees have reasonable access to the Concession Area and Suikerbosrand Nature Rand, subject to the provisions of the PPP Agreement, the Reserve Rules and other regulations, or legislation, which may be in place from time to time.

6.7 Exclusivity

The Private Party shall be entitled to the exclusive rights to operate the camps, lodges, restaurants and commercial establishments and/or facilities within the Concession Area.

6.8 Branding

6.8.1 The Private Party will not be obliged to use the GDEnv Protected Name trademark in the naming and branding of the accommodation establishment at the Concession Area;

6.8.2 In the event that the Private Party elects to use the GDEnv Protected Name trademark, the conditions of the paragraphs below will be applicable:

6.8.2.1 Where the Concession Area operates under the GDEnv Protected Name and the Private Party elects to use the GDEnv’s protected name in combination with the Private Party’s name of election, such will be with the consent of GDEnv.

6.8.2.2 The use of GDEnv’s Protected Name outside the Concession Area may not be used without GDEnv’s prior written consent.

6.8.2.3 Where the Concession Area operates under the GDEnv's Protected Name, at the end of the term of the PPP Agreement, GDEnv shall retain the name of the Concession Area and the Private Party shall cease to operate or conduct any business using the Protected Name in singular, combination or in association with any other name.

6.8.2.4 Where the chosen name of the Concession Area by a Private Party is linked to a landmark surrounding the Concession Area, the name shall be deemed to be GDEnv Protected Name at the end of the PPP Agreement.

6.8.2.5 For avoidance of doubt, reference to landmark shall carry the ordinary dictionary meaning and shall include, a name of a mountain, road, river, prominent or indigenous vegetation, objects or any feature the Concession Area or Suikerbosrand Nature Reserve Protected Area is recognised for.

6.9 **Intellectual Property**

6.9.1 The use of any branding, logo, trademark, trade name, get up, signage, outdoor advertising, promotion, promotional or marketing material or other proprietary intellectual property in connection with the Project Site shall require the prior written approval of GDEnv.

6.9.2 It is specifically recorded that all intellectual property rights whatsoever, whether capable of registration or not, regarding GDEnv's trademarks, names, logo, image and all other intellectual property matters relating to GDEnv, its name, logo and/or image shall remain the sole property of GDEnv.

6.9.3 Subject to existing rights and obligations, GDEnv shall, on application by the Private Party, grant a non-exclusive right and licence to the Private Party to use GDEnv's trademarks which relate to the Concession Area. Should any of GDEnv's trademarks, names, logos, images and all other intellectual property matters be required for use outside of the PPP Agreement, they will be subject to terms and conditions negotiated with GDEnv. This includes the granting of licences to trade merchandise with GDEnv's trademarks, names, logos, images and all other intellectual property matters outside of GDEnv's retail facilities.

6.9.4 In order to establish and maintain high standards of style, quality and proprietary associated with the Concession Area, in the event the Private Party desires to use GDEnv's trademarks or logos which relate to the Reserve in any way, the Private Party shall first submit the concept or a sample of the proposed use to GDEnv for approval. Under no circumstances shall any use of GDEnv's trademarks or logos, which relate to the Concession Area, or the image or likeness of any trademark, logo or image, which GDEnv in good faith believes reflects unfavourably upon or disparages the Reserve, be approved. If GDEnv approves the concept or sample, the Private Party shall not depart therefrom in any material respect without GDEnv's further written approval.

6.9.5 If at any time GDEnv withdraws its approval for the specified use of any trademark or logo, the Private Party shall forthwith discontinue all use of GDEnv's trademark or logo and shall remove from public sale or distribution, any previously approved product in respect of which GDEnv has rescinded approval.

6.9.6 The Private Party acknowledges that the name of the GDEnv Protected Name is associated with and peculiar to the Concession Area and is the intellectual property of GDEnv. Consequently, the Private Party agrees that the sole and exclusive ownership of the Protected Name shall vest in GDEnv, and should the Private Party utilise the Protected Name, it does so only in terms of the PPP Agreement and with the prior written approval of GDEnv.

6.9.7 In circumstances where the Private Party utilises any of the Protected Names, either singularly or in combination or association with any other name, it does so only in terms of the PPP Agreement and on termination of the PPP Agreement, the Private Party shall not be entitled to operate or conduct any business using the Protected Name in combination or association with any other name.

6.9.8 In circumstances where the name chosen by the Private Party and approved by GDEnv is not part of GDEnv's intellectual property, then the rights of GDEnv contemplated in this paragraph will not be applicable and the intellectual property will be the sole property of the Private Party.

6.10 Tender Agreement Residual Value

6.10.1 A Residual Value will be applied for the Tender Concession Term.

6.10.2 At the end of the Concession period, the Concessionaire shall handover the Concession Area, the Tourism Facilities, all Concession Assets (excluding all movable concession assets) and its rights and interests in the Development to GDEnv free of charges, liens or encumbrances of any kind whatsoever, and free of any liabilities, in good condition, fair wear and tear excepted, in accordance with the standards set out in GDEnv's Requirements (as certified by GDEnv).

6.10.3 Residual Value in the Tender Concession Agreement is defined as – the depreciable value of the Immovable Concession Assets during the period that runs from the date they were first accounted for in the Tender Concessionaire's books, until the date of termination of the Tender Concession Contract. Depreciation will be calculated in accordance with depreciation presented for income tax purposes, provided the minimum rates of depreciation shall not be less than normal custom and practice.

6.10.4 The following classes of assets shall be considered to be immovable: buildings and fixtures and fittings of a permanent nature; roads and bridges; all infrastructure related to the provision of water supply and sanitation, including dams and boreholes; power lines and cables but not power generators; windmills and waterholes and fencing; solar panels (but not solar batteries and equipment) and WIFI towers but not WIFI equipment. The classes will be reviewed continuously to take into consideration the introduction of new immovable assets.

6.10.5 GDEnv makes provisions for the Concession Residual Values in its books. It is recommended that the Private Party requests and reviews the Residual Value calculations at least every 3 years to ensure it is understood and correct. If any differences are identified the Private Party should contact GDEnv and both parties should agree the process for rectification.

6.11 **Handover Principle**

6.11.1 The Parties agree and undertake to cooperate with each other to affect an orderly handover to GDEnv (or to any successor Private Party designated by GDEnv of all operational functions of the Concession Area). The parties agree to comply with the prescribed procedures, which each Party acknowledges constitute material covenants, undertakings and conditions of the Handover Agreement.

6.11.2 A Handover Agreement forms part of the PPP Agreement, and the Private Party will be required to sign a Deed of Adherence as part of its bid submission.

6.12 **Monitoring**

6.12.1 The Private Party is obliged to adhere to the monitoring of the Private Party Performance and compliance with the Concession Area environmental guidelines, water and sanitation guidelines, B-BBEE obligations, finance obligations and maintenance obligations among others in accordance with the SNR Concession Operating Manual and Concession Area's Operations Manual to be provided.

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

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

6.12.4 GDEnv has the right to undertake necessary conservation management activities in all of the Project Sites.

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

7. BIDDERS QUALIFICATION AND EVALUATION CRITERIA

7.1 Qualification Criteria Scoring and Weighting

The Qualification Criteria scoring and weighting is set out in the Request for Proposals (RFP).

7.2 Bidders' Functionality Evaluation Criteria

In order to participate in the bidding process, bidders are required to meet the following qualification criteria (please note the below is a summary, revert to the RFP for detail):

7.2.1 Financial capacity:

7.2.1.1 Given the fact that the project is of a high value and may entail risk to both the preferred bidder and GDEnv, it is important that interested parties demonstrate financial strength. In this regard the asset value of the interested party must be at least R10 million.

7.2.1.2 As the preferred bidder must be a SPV, if the interested private party is a consortium or joint venture, it must demonstrate financial strength with reference to the asset value of its shareholders in proportion to their shareholding.

7.2.1.3 The interested private party must also demonstrate, to GDEnv's satisfaction, that its shareholders are solvent.

7.2.1.4 Audited financial statements for at least 3 years, along with a letter confirming that the asset value exceeds the stipulated amount and that the shareholders are solvent, must be provided to illustrate any assertion made by an interested party in this regard.

7.2.1.5 The interested private party bidders must demonstrate their ability to raise debt and equity and to provide security.

7.2.1.6 The interested private bidders must demonstrate sufficient cashflows for initial months of operations where revenues are not sufficient to cover expenses.

7.2.2 Tourism Experience (Functionality):

7.2.2.1 The project requires that interested parties have substantial experience and expertise in the tourism market. Interested parties are therefore required to provide examples of similar projects conducted by the interested parties. The interested party must be able to meet this tourism track-record requirement in the following ways:

7.2.2.1.1 Lodge operation experience of an upmarket to luxury nature with a minimum of 5 years' experience;

7.2.2.1.2 Previous experience with lodge operations in protected areas and or previous concession operations experience;

7.2.2.1.3 Experience in operating tourism activities such as game drives, game walks, etc;

7.2.2.1.4 Strong marketing and branding experience and existing channel relationships to the international tourism markets to South Africa; and

7.2.2.1.5 Acceptable hospitality operating and booking/marketing systems.

7.2.2.1.6 A comprehensive professionally registered team of built environment specialists, with proven experience in the design of new and or upgrading and refurbishment and construction of tourism accommodation, recreational and conference facilities.

7.2.3 Financial Plan

The purpose of the Financial Plan is to:

7.2.3.1 Assess the reasonableness and quality of the revenue plan submitted by the Private Party – this includes projected occupancy, rates and other income streams over the Concession Term;

7.2.3.2 Assess the reasonableness and quality of the capex or capital plan submitted by the private party – this includes the upfront capex when the Concession commences as well as the ongoing additions over the Concession Term;

7.2.3.3 Assess the reasonableness and quality of the opex plan submitted by the private party – this includes all expenses and costs over the Concession Term; and

7.2.3.4 Assess the ability of the Bidder to secure adequate finance to implement the project and determine the capital investment proposed for the project. It will indicate how much capital will be needed, where it will come from (own capital, grants, loans) and the expected amount and terms (interest rate, repayment period, security) of any proposed loans, whether the necessary financing has been secured and appropriate proof.

7.2.4 Business, Operational and Design Plan

The purpose of the Business and Operational plans is to ensure that the bidder has fully developed all business aspects of the proposed tourism project and is proposing credible schemes which are based on accepted business principles applicable to tourism projects, and which are in line with GDEnv's specifications given in this Information Memorandum.

7.2.5 Environmental Plan

The purpose of the evaluation of environmental proposals is to ensure that bidders understand and have fully planned for the prevailing environmental issues that apply to the investment area as well as the Environmental Guidelines and have factored those issues into their plans. Approval by the evaluation committee of such plans will not be taken to mean that the individual details of the proposal can be implemented – in all cases, the proposal must go through the Environmental Impact Assessment process (if such a process is required by law).

7.2.6 Risk Matrix

A risk matrix will be submitted by bidders, indicating the risk elements specific to the project, mitigating measures and the allocation of such risk between the Private Party and GDEnv. An objective of all PPP's is to transfer the maximum amount of risk to the Private Party. A Bidder must indicate the extent to which the bid complies with the risk allocation of the risk matrix, provided in the RFP.

7.3 **PPP Fee Offer and Specific Goals**

7.3.1 PPP Fee Offer or Price Determination

7.3.2 The PPP Price is based on the Private Party's PPP Fee Offer as specified in clause 7.2.

7.3.3 **90/10 Preference Point System Evaluation**

7.3.4 The applicable preference point system for this tender is the 90/10 preference point system.

7.3.5 i) A maximum of 90 points is allocated for price on the following basis:

= **"90/10**

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Ps = Points scored for price of tender under consideration

Pt = PPP Fee Offer under consideration

Pmin = Price of lowest acceptable tender"

7.3.6 Points Awarded for Specific Goals

7.3.6.1 A maximum of 10 points will be awarded for Specific Goals

7.3.6.2 In terms of Regulation 5(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 RECOMMENDED GDENV BROAD BASED BLACK ECONOMIC EMPOWERMENT SCORECARD FOR THE TENDER OF THE SNR CONCESSION in the RFP.

7.4 Project Timetable

PROJECT TIMETABLE

EVENT	INDICATIVE DATE
Public Advertisements	21 August 2026
Provide Information Memorandum, RFP and PPP Agreement and Schedules to Interested Parties	21 August 2026
Registration of Interested Bidders for Bidders Conference and Site Visit	24 August 2026
Bidders Conference (At Suikerbosrand Nature Reserve)	16 September 2026
Due Diligence Site Visits	21 September – 16 October 2026
Submission of final written comments and questions by Bidders	23 October 2026
Distribute final list of responses on Bidders' comments and questions	30 October 2026
Tender Submissions	23 November 2026

8. ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS

8.1 Private Party Requirements:

8.1.1 The Private Party will be expected to:

8.1.1.1 In co-operation with GDEnv, finance, design, develop, redevelop/upgrade, refurbish, manage, operate and maintain the:

8.1.1.2 Kiepersol Concession area its site, fencing, landscaping and firebreaks, buildings, building services, facilities, furnishes, equipment, landscaping, site and building engineering infrastructure.

8.1.1.3 Protea Concession Area its site, fencing, landscaping, firebreaks, buildings, facilities, furnishes, equipment, landscaping, site and building engineering infrastructure.

8.1.1.4 Hiking Trails Overnight huts, its site, landscaping, buildings, facilities, furnishes, equipment, site and building engineering infrastructure.

8.1.1.5 Kareekloof Concession area its site, landscaping, fencing, firebreaks, buildings, facilities, furnishes, equipment landscaping, site and building engineering infrastructure.

8.1.1.6 Main reception Building, Conference Facilities, Restaurant and Auditorium, (excluding the Administration Offices and Parking area) site, landscaping, buildings, facilities furnish, equipment, site and building engineering infrastructure.

8.1.1.7 Operational and Maintenance Facilities to be used by the Concessionaire site, buildings, facilities furnishes, equipment, and infrastructure, all in a manner that allows for the desired objectives to be achieved.

8.1.1.8 Apply for and obtain all necessary regulatory (i.e environmental authorisation and municipal building plan) approvals.

8.1.1.9 The bidder must submit with his proposal , 3D Visualised Design Concepts of its proposals for the upgrading, redevelopment and or refurbishment and repair of the respective concession areas with a clear indication of the proposed development bulk, number of units and unit configurations, number of beds and all associated facilities, recreational facilities , building and site engineering infrastructure, type of materials to be used and any specific innovation or alternative approaches to be adopted as may be applicable. The proposals must clearly stipulate the design approach, vision and objectives and principles for the proposal. The proposal must be mindful of and reflect the tourism target market as well as the alignment with the SNR strategic objectives and principles as well as the site location and its environment and measures taken to address it in a compatible aesthetically pleasing manner.

8.1.2 Co-operate with GDEnv in general and fit the concession properties into both the GDEnv and their own brand of properties.

8.1.3 Accept the limitations of operating conditions and rules and regulations that prevail in Suikerbosrand Nature Reserve.

8.1.4 Carry out advertising, marketing and sales that are both site specific and for their group in general. Preparedness to participate in trade shows under both the banner and their own brand.

8.1.5 Comply with conditions set out in the current applicable Reserve Management Plan.

8.2 Private Party Responsibility:

8.2.1 The Private Party shall be solely responsible for either the redevelopment and upgrading or repair and or refurbishment, operation and maintenance of the respective concession areas facilities, buildings and its support engineering infrastructure (internal and external on the site such as fire breaks, roads and parking areas, walkways, water and electricity services, sewer (settling tank system(s) and solid waste services, landscaping, universal access).

8.2.2 The private party must, if successful follow the FIDPM,2019 project stages and guidelines read with notices and policies issued terms of the Council for the Built Environment, 2000 (Act no. 43 of 2000) the following project stages with its associated activities:

8.2.3 Project Initiation: The project's objective and parameters are determined, agreed and approved.

8.2.4 Detailed Facilities and Site Infrastructure Planning and Design: The project is planned and designed in detail with design and regulatory approvals by the SNR management and relevant authorities.

8.2.5 Implementing and managing: The project is implemented and managed in accordance with an SNR approved and agreed implementation and procurement and approval plan and agreed development and construction programme.

8.2.6 Reviewing: The project is reviewed regularly to ensure meeting set objectives. Inspections must be arranged with the approving authorities including the municipality and the necessary occupation certificates must be obtained prior to occupation. A site plan and building and infrastructure as built drawings must be prepared and submitted for approval by the SNR /GDEnv and the municipality in hardcopy and electronic format.

8.2.7 Improving: The project is improved as may be practicable. A detailed asset register, operational and maintenance plan must be prepared for approval, implementation and must be maintained for each concession area for the duration of the project.

8.2.8 Use of an electronic asset and maintenance and operational management system must be made. The bidder can propose the system to be used and the financial implication of the said system in terms of licencing fees that is for the Private Parties account.

8.2.9 The Private Party shall be solely responsible for either the redevelopment and or upgrading and or repair and or refurbishment, fitting, furnishing and equipment (The Works), operation and maintenance of the respective concession areas and its support infrastructure (internal and external site services included) in compliance with the following latest Development

Building Codes, Regulations, Standards, specifications, and or practise guidelines:

8.2.9.1 **General Building Works**

8.2.9.2 **SANS 10400 (Parts A-T)** – *Application of the National Building Regulations*

8.2.9.3 **SANS 1200** – *Civil Engineering Construction Standards* (For related groundwork and structural engineering- All parts).

8.2.9.4 **Building Electrical and Electrical Works**

8.2.9.5 **SANS 10142-1** – *The Wiring of Premises - Low Voltage Installations*

8.2.9.6 **SANS 164** – *Plugs and Socket-outlets for Household and Similar Purposes*

8.2.9.7 **SANS 1507** – *Electric Cables with Solid Extruded Dielectric Insulation for Fixed Installations*

8.2.9.8 **SANS 60745** – *Safety of Hand-held Motor-operated Electric Tools*

8.2.9.9 **Solar Installations**

8.2.9.10 **SANS 10142-1-2** – *The Wiring of Premises - Medium Voltage Installations, Including Photovoltaic (Solar) Systems*

8.2.9.11 **SANS 62109** – *Safety of Power Converters for Use in Photovoltaic Power Systems*

8.2.9.12 **SANS 62093** – *Balance of System Components for Photovoltaic Systems*

8.2.9.13 **SANS 62548** – *Photovoltaic (PV) Arrays*

8.2.9.14 **Gas Installations**

8.2.9.15 **SANS 10087-1** – *The Handling, Storage, and Distribution of Liquefied Petroleum Gas in Domestic, Commercial, and Industrial Installations*

8.2.9.16 **SANS 827** – *Domestic Gas Appliances*

8.2.9.17 **SANS 1539** – *Appliances Operating on Liquefied Petroleum Gas or Natural Gas*

8.2.9.18 **Roof Structures**

8.2.9.19 **SANS 10243** – *The Manufacture and Erection of Timber Roof Trusses*

8.2.9.20 **SANS 10082** – *Timber Buildings*

8.2.9.21 **SANS 1460** – *Metal Roof Sheeting and Cladding*

8.2.9.22 **Alternative Construction Methods**

8.2.9.23 **SANS 517** – *Lightweight Steel Framing*

8.2.9.24 **SANS 10400-K** – *Walls (For Non-conventional Construction)*

8.2.9.25 **SANS 10400-B** – *Structural Design (Alternative Construction Techniques)*

8.2.9.26 **SANS 204** – *Energy Efficiency in Buildings*

8.2.9.27 **Additional Standards**

8.2.9.28 **SANS 10160 –** *Basis of Structural Design and Actions for Buildings*

8.2.9.29 **SANS 2001** – *Construction Works Specifications (Applicable to various aspects like Concrete, Masonry, etc.)*

8.2.9.30 **SANS 10400-XA** – *Energy Usage in Buildings*

8.2.9.31 **SANS 1162 - National Minimum Standard for Responsible Tourism (NMSRT)**

8.2.9.32 Occupational Health & Safety Act 85 of 1993

8.2.10 The Private Party must as part of its proposal demonstrate its contractor’s CIDB construction accredited personnel and contractor capability and experience in similar environments. The main contractor must as a minimum be a CIDB Grade 8 GB, Contractor OR Grade 7GB PE.

8.2.11 Periodical structural inspections of building infrastructure must be conducted according to ISO 13822:2010, Basis for design of structures — Assessment of existing structures.

8.2.12 The Private Party shall be responsible for all the maintenance and renovation of all finishes and fittings of the interior and exterior of the guest and general areas/buildings including roofs, electrical light fittings, sanitary ware, ironmongery, tiling, plastering, plumbing and painting. It includes but not limited to the following:

8.2.12.1 Building Infrastructure

8.2.12.2 The periodical structural inspections of existing building infrastructure were introduced with the promulgation of the Occupational Health and Safety Act (85/1993) - Section 11.2. Requirements governing periodic structural inspection of existing buildings are stipulated in Part 11 of the OHSA Regulations

8.2.12.3 The inspections are to be carried out strictly to the required SANS 13822: 2016, (Basis for design of structures- Assessment of existing structures)

8.2.12.4 Periodic structural inspections are carried out based on the following frequency:

8.2.12.4.1 An owner (in this instance the Private Party) of a structure must ensure that-inspections are carried out periodically by competent persons in order to render the structure safe for continued use;

8.2.12.4.2 That the inspections contemplated above are carried out at least once every six months for the first two years and thereafter yearly;

8.2.12.4.3 The records of inspections and maintenance are kept and made available on the request of the SNR Inspector.

8.2.12.5 The inspection consists of one or both of the following stages:

8.2.12.5.1 Stage 1: Preliminary Assessment - Visual Inspection

8.2.12.5.2 Stage 2: Detailed Assessment - Full Structural Investigation

8.2.12.5.3 Stage 3: Intervention.

8.2.12.6 The Owner (in this instance the Private Party) must ensure the complete structure is maintained in such a manner that it remains safe, attractive and fit for purpose for continued use.

8.2.12.7 The records of inspections and maintenance are kept and made available on request to an Inspector.

Maintenance and Renovation Requirement:

8.2.12.8 Internal and external wall finishes (plastering, painting, tiling, cladding);

8.2.12.9 Private Party to ensure that plaster cracks in external and internal walls are repaired and walls re-painted where necessary in accordance with an agreed maintenance schedule.

8.2.12.10 Private Party to ensure that painted external and internal walls are maintained and re-painted as and when required and agreed in accordance with an agreed maintenance schedule.

8.2.12.11 Private Party to ensure that wall tiling in kitchen, on exposed corners, are protected with corner-protectors.

8.2.12.12 Internal and external floor finishes (screed, tiling, Epoxy, tinted granos, carpets, timber decking and concrete/paved aprons);

8.2.12.12.1 Private Party to ensure that internal floor tiling is maintained and repaired.

8.2.12.12.2 Private Party to ensure that timber decking is sanded and sealed as and when required and in accordance with agreed maintenance schedule, as applicable. All other decking materials must be maintained as per original manufacturers and supplier specification.

8.2.12.12.3 Private Party to ensure that when the kitchen floor finish is upgraded, coved skirtings are fitted between the wall and floor tiling.

8.2.12.12.4 External concrete/paved aprons, 900 mm wide concrete/paved aprons are to be placed against buildings (BOH), along roof overhangs that is without gutters and rainwater downpipes.

8.2.12.13 Sanitary fittings where these falls within the footprint area (basins, sinks, toilets, urinals);

- Periodic inspections to ensure that no cracks develop in porcelain sanitary fittings.

8.2.12.14 Internal and external plumbing (all internal piping, valves and taps);

- Periodic inspections to ensure no water leaks in piping, valve and tap washers are maintained to avoid water wastage.

8.2.12.15 Internal and external doors – Private Party to ensure that BOH doors are protected be means of stainless-steel kick and push plates.

8.2.12.16 Gas bottles/cylinders (LP Gas)

- The Private Party needs to ensure that the gas cylinder installation and equipment comply with SANS 10087 legislation, current industry practise and duly certified (with proof of COC) and is serviced/tested or replaced accordingly.

8.2.12.17 Water sources – The nature reserve has boreholes and exploitation of this water source, including the storage of water from the boreholes must be in compliance with SANS 1200 - Standardized Specification for Civil Engineering Construction and municipal Bylaws.

8.2.12.18 Internal waste drainage system (all internal piping up to and including the first fat trap or gulley situated on the outside of the building);

- Periodic inspections to ensure that there is no build-up of fat/grease in piping.
- Periodic inspections to ensure that fat traps and/or gulleys are cleaned-out at regular intervals.

8.2.12.19 Ceilings, air conditioning, and geysers.

- Ceilings
  - Private Party to ensure that ceilings in kitchens are maintained and painted with anti-mould and anti-bacterial paint.
  - Private Party to ensure that kitchen concrete ceiling soffits are plastered and painted as above.
- General HVAC Systems
  - Compliance with Occupational Health and Safety Act 85 of 1993.
  - Compliance with SANS 10142-1 The wiring of premises Part 1- Low-voltage installations.
  - Compliance with SANS 10400 The application of the National Building Regulations – Part A: General principles and requirements.
  - Compliance with SANS10400-O - Part O Lighting and ventilation.
  - Periodic inspections to ensure heat loads in areas do not change due to equipment upgrades or additions.

- Toilet extract systems
  - Periodic inspections to all toilet extract air are operational and is directly or ducted to the outside as per SANS10400-O - Part O Lighting and ventilation.
- DX, Chiller water and Heat pump systems
  - To assess DX systems used and to determine whether environmentally friendly and safe refrigerants are used. If units use refrigerants like R22 or other HCFC, a plan to replace them with an

approved alternative drop-in refrigerant should be made. Drop-in refrigerants are acceptable for short-term solutions but a more sustainable plan to replace these units needs to be in place and executed soonest.
    - Periodic cleaning and replacement of filters as required.
- Ducted HVAC systems
    - Periodic inspections to ensure all ducted systems for operations of fire dampers.
    - Periodic inspections to ensure no leakage and potential energy losses in duct runs.

8.2.12.20 Roofs and all external infrastructure relating to the concession area.

- Private Party to ensure that roofs are maintained, gutters cleaned, and any leaks are repaired on sheeted and thatched roofs.
- Operator to ensure that rusted metal roof sheeting is replaced.
- Thatched roofs:
    - Periodic inspections to be carried out and any relevant maintenance work to be done i.e. Re-ridging and/or patching or total re-thatch.
    - Thatch to be cleaned every now and then by raking to remove moss and leaves.
    - Thatch to be brushed every 5-8 yrs. to ensure no deep rotting or thatch degeneration occurs.

8.2.12.21 Compliance with SANS Codes for standard for any grey water plant, storage tanks and fire-fighting systems.

8.2.13 The Private Party shall be responsible for all kitchen and laundry equipment, including any walk-in cool rooms and freezers with their refrigeration equipment.

- Kitchen canopies

  - Periodic inspections to ensure all extract ventilation for kitchens to be complaint and operational. All baffle filters are to be kept clean for hygiene and to prevent potential fires.
  - The canopy shall always exceed the plan dimensions of the catering equipment by a minimum of 250 mm on each free side, and by 250 mm at the front and rear and for certain types of baking ovens and combi steamers the overhang at the front should be increased to a minimum of 600 mm.
  - Ducting shall be of minimum dimensions 400 mm × 450 mm with cleaning and inspection hatches at 2m intervals.
  - Make up air to be supplied at a high level and fitted with a 45% efficiency filter. This can be done mechanically or naturally. Mechanical is controlled and thus preferred.
  - The velocity of air flow through the baffle slits shall be not less than 1, 2 m/s and not more than 2.8 m/s.
  - Canopy exhaust to be 300mm above roof top level.
  - The underside of the front part of the canopy should be located between 2 m and 2,1 m above the finished floor level.
  - No spiral type ducting to be used for exhaust ducting.
- Cool and freezer rooms
  - To do periodic inspections to operation of freezer and cold rooms and no ice buildup on coils. If so, refrigerant charge to be checked to ensure no refrigerant leaks are present.
- Ducted Industrial Laundry Systems
  - Periodic inspections to ensure laundry dryer ducts are free from lint to prevent fire hazard and to ensure dryers operate optimally.

8.2.14 The Private Party shall maintain all walkways, parking areas, stairs, handrails, retaining structures, fencing, fire breaks, gardens, irrigation systems, swimming pool, health gym, grey water plant and drainage structures within the concession area to ensure that it is in good working order and safe for public use.

- Internal site access roads along with efficient stormwater drainage to the respective facilities must be developed, upgraded, operated and maintained as per the contents of the GDEnv Roads Manual and, municipal standards within the concession area.
- Swimming pool pump and filtration system. Periodic inspections to ensure all swimming pool pump and filtration systems are clean and that media filters are backwashed as needed. Any swimming Pools must comply with municipal standards and Bylaws.
- Any borrow pits to be used by the Concessionaires during the construction phase will be determined by the SNR and the Division Infrastructure Development Unit and submitted in writing to the Concessionaire. After the construction phase, the SNR Technical Services representative and the Concessionaire must determine the “life pits” to be used during the operational phase of the concession, if any.
- The use of gravel during the operational phase of the Concession will have to comply with the following guidelines:
    - The Concessionaire must consult with the SNR Technical Services of the intention to use one or more of any available licenced gravel pits for whatever purpose, i.e. maintaining of internal roads and parking areas.
    - The use of the gravel pit must comply with the stipulations of the Environmental Management Plan (EMP) for the Operational Phase drafted during the EIA process.
    - The SNR manager must monitor the use of the gravel pit/s to ensure compliance with the EMP.
    - The areas from which the materials for the construction are dug out must be rehabilitated at Concessionaire’s cost.

- It is preferred that gravel be sourced from external licenced facilities.
- Gravel must be imported from outside the Reserve, the Concessionaire must notify GDEnv, and GDEnv will ensure that the gravel comes from an acceptable source.

8.2.15 The Private Party needs to ensure that the firefighting equipment complies with applicable legislation and is serviced/tested or replaced accordingly.

8.2.16 The Private Party shall be required to develop and adhere to a whole lifecycle costing and maintenance regime.

8.2.17 The Private Party will install GDEnv approved prepaid and SMART metering systems for electricity and water usage and provide monthly water and electrical readings to GDEnv and ensure that an agreed annual water and energy saving targets are achieved.

8.2.18 The Private Party will ensure that the staff housing allocated are well maintained and included in a GDEnv approved maintenance plan.

8.2.19 Should the Private Party make changes and improvements to any structures within the footprint of the concession area, the Private Party is obliged to adhere to the latest recommendations of the following South African Standards:

- MIP facilities – SANS 10400 Part S - Facilities for Persons with Disabilities.
- Swimming Pools – SANS 10400 Part D – Public Safety
- Balustrades – SANS 10400 Part D – Public Safety
- Stairs – SANS 10400 Part M – Stairways

8.3 Electrical

8.3.1 The Concession area facilities are currently connected from the area kiosk to the SNR grid/distribution network that is serviced from an ESKOM substation.

8.3.2 The Concession area electrical network from the kiosk to and including the facilities reticulation (building services) shall be upgraded, refurbished, replaced and or repaired and be maintained to comply with the latest recommendations of the following South African Standards were applicable:

- Occupational Health & Safety Act 85 of 1993
- SANS 10400: National Building Regulations
- SANS 10400XA: National Building Regulations Part XA – Energy Usage
- SANS 10142-1: The wiring of premises – Part 1.
- SANS 10142-2: The wiring of premises – Part 2
- SANS 10114-1: Artificial Lighting
- SANS 10114-2: Emergency Lighting
- SANS 10313: Lightning Protection of Structures
- SANS 62305: Protection against lightning
- SANS 10139: Fire detection and alarm systems for buildings
- SANS 8528 (Part 1-10): Standard for reciprocating internal combustion engine driven alternating current generator sets.

8.3.3 Sustainability & Electrical Performance Requirements

8.3.3.1 The total electrical consumption per annum may not exceed the maximum value of 125kWh/m²/a (SANS 10400XA: Classification = H1; Energy Zone = 5).

8.3.3.2 Smart metering shall be installed to ensure that monthly / annual energy usage is recorded and for billing purposes.

8.3.3.3 The bidder must as part of the redevelopment, upgrading and or refurbishment and future maintenance and upgrades provide for adequate back up power and for sustainable alternative energy supply that must include solar geysers and solar/photovoltaic power installations, along with the necessary power storage/battery infrastructure. Installations must comply with the applicable SANS and Industry codes; The alternative energy supply design and plan must be submitted for approval to the GDEnv prior to installation.

8.3.3.4 The bidder shall ensure that the alternative energy systems and photovoltaic plants are running at optimal performance.

8.3.3.5 Diesel provisions and storage on site needs to cater for the electrical demand of the facility.

8.3.3.5.1 The Private Party should note that diesel generators are not part of the Immovables as included in the Residual Value. Should the Private Party plan to install diesel generation, the following applies:

- It is recommended that the Electricity uptime needs to be kept at a minimum level of 95%. Generator sets must comply with SANS 8528 – Parts 1 to 10, including the following:
    - Sound attenuation: 70dB @ 7m radius
    - Diesel storage (i.e. under / above ground storage) that complies with the following standards:
        - An above ground bulk fuel tank shall be manufactured, supplied and installed.
        - The tank installation shall conform to SANS 0131 and SANS 089 as amended and shall form part of this contract. Special attention to be given to SANS 089 Parts 2 and 3 as amended.
        - A drawing indicating the position of the bulk tank must be submitted to the following institutions for approval and certification:
            - GDEnv
            - Local Fire Department (where applicable)
        - GDEnv / fire department must do site inspections during the installation of any new tank.
        - New installations - The tank supplier shall be required to issue a certificate when the installation is complete.
        - The bulk tank shall be fitted with an alarm to provide an audible alarm on the generator control panel when the fuel level in the tank drops to below 25%. All the required connection pipes, valves etc. shall be supplied, installed and connected with the bulk fuel tank.

    - The bulk tank shall automatically refuel the day tank when the day tank. Fuel transfer pumps shall be supplied and installed as backup to the gravity feed system. These pumps shall be positive displacement vane pumps. The pumps shall be controlled by means of the day tank level switch.
    - The bulk storage tank shall be positioned at least 3m away from any building structure.
    - The bulk diesel tank shall be provided with a bund wall to contain any spillage and shall be rated to 110% capacity of the diesel storage vessel.
- With the procurement of any new generator, the concessionaire shall ensure that the unit shall have the correct emission certification as per the recommendations of the Green Building Council of South Africa: Tier 3 (minimum).
- Generator maintenance needs to be planned and conducted during off – peak low occupancy times so that the impact of downtime is minimal and must be conducted in accordance with manufacturing specification. Earthing and Lightning Protection

8.3.4 Earthing and bonding shall be done in accordance with SANS 10142-1 and special attention must be given to the effect of aging thatch and steel structures.

8.3.5 Structures shall be protected against lightning strikes in accordance with SANS 10313 & SANS 62305. Careful consideration shall be given to the following “types of loss” criteria:

- loss of human life (including permanent injury);
- loss of cultural heritage;
- loss of economic value (structure, its content, and loss of activity).

8.4 Internal Electrical Installations

8.4.1 In general, the bidder shall ensure that the internal electrical installation shall comply with the latest recommendations of SANS 10142-1 (Wiring of premises). Remedial action shall be required to replace aging / non-functioning / non-compliant electrical protection equipment, outlets, lights and cabling.

8.4.2 Periodic inspections shall be conducted on all distribution boards and ensure that the Electrical Certificates of Compliance are still valid.

8.4.3 Artificial illumination shall be maintained / upgraded to the recommendations of SANS 10114-1 & 10114-2. Special attention shall be given to the following areas:

- Communal areas.
- Back of house areas (i.e. kitchens, laundries, general work areas).
- External walkways.

8.4.4 Emergency lighting shall be provided as required by the OHS act 85 of 1993 and SANS 10114-2. In general, all escape routes shall be provided with battery back-up lighting.

8.4.5 The external lighting must be designed/upgraded to limit light pollution in line with recommendations of the Green Building Council of South Africa and GDEnv SNR policy rules.

8.5 Waste

8.5.1 Waste management to adhere to GDEnv's waste management guidelines / Latest version of the Department of Environmental Affairs – National Environmental Management: Waste Act.

8.5.2 Following appointment of the Private Party, a waste stream analysis to be conducted to confirm whether the Concession areas' waste transfer facility has sufficient capacity to allow regular collection and disposal by the SNR services team, to be disposed of outside of the reserve at an authorised disposal facility; and

8.5.3 Disposal of waste at the waste facility would be subject to fees being payable in line with SNR Tariff Document (if available).

8.6 Water

8.6.1 The Concession areas must abide by the latest approved requirement water use protocol for SNR concession and the Department of Water and Sanitation - National norms and standards for domestic water and sanitation services and published sustainability guidelines.

8.6.2 Water Allocation Formula

8.6.2.1 It is agreed between GDEnv and the concession that an allocation will be calculated using set bed numbers (guests and staff) and not with variable amounts. Variable amounts used for the allocation can only be calculated in retrospect at the end of each month and therefore makes rectification overdue. The approach is to use the set and agreed bed numbers for each lodge and have a set target water allocation for each concession area. This makes for improved monitoring and rectification. A water meter must be installed at the camp/site boundary area water connection point.

8.6.2.2 *Example of a water allocation for a 30-bed lodge with 60 permanent staff and 25-day staff for a 30-day month:*

Guests: 350 l x 30 guests x 30 days = 315 000 l

Permanent Staff: 270 l x 60 staff x 30 days = 486 000 l

Day Staff: 40 l x 25 staff x 30 days = 30 000 l

Total Water Allocation = 831 000 l / month.

8.7 Sewerage

8.7.1 The sewer network system for the respective concession areas differs. The SNR will be responsible for providing sewer services to the respective concession areas including the removal and treatment thereof and including gravity feed pipelines flowing into a collection tank(s), or to package treatment plants and or pond/dry bed treatment systems as relevant for the respective camp areas. The GDEnv prefers the installation of onsite settling tank systems as part of the concession site(s)/areas' development, for each unit or facility that can be serviced by the GDEnv, at a fee.

8.7.2 The concessionaire must ensure the full upgrade, refurbishment, operation and maintenance of the on-site and building services sewer system including to remove blockages and any repairs required.

8.7.2.1 Weekly inspections to be conducted on all on site sewerage systems, e.g., liquid waste drains, grease traps, septic tanks, french drains systems.

8.7.2.2 Any leakage/blockage/odour omitted from a sewerage system must be recorded and rectified as soon as possible.

8.7.2.3 Grey water and black water sewerage water discharge must be within Department of Water and Sanitation's specifications.

8.8 Heritage

8.8.1 Provincial Heritage Resources Authority: Operator to protect in terms of the National Heritage Resources Act 25 of 1999. (NHRA)

8.9 Sustainable Sites

8.9.1 Flood Damage

8.9.2 The private partner will be responsible for any damage due to flood or other natural incident or otherwise and will repair the damage and ensure the concession area and its facilities are restored to its full operation status in accordance with the agreed and approved design and plans. Construction Activities Pollution Prevention

8.9.2.1 Building construction best management practices are to be integrated into the EMP as Construction Activities Pollution Prevention and will be applied on site during construction.

8.9.2.2 GDEnv waste management policy for the SNR is also included in for construction improvement processes to limit waste and pollution because of the construction works. This included the sorting of construction waste and diversion of waste to recycling.

8.9.3 Dust control during construction activities

8.9.3.1 As much as possible trees/vegetation on the site are to be protected during construction.

8.9.4 Storm Water Quantity & Quality

8.9.4.1 Storm water management on site during and after construction is incorporated into the EMP for the site. The design for the concession areas must also include the harvesting of rainwater for re-use irrigation of the areas around the concession area.

8.9.5 Heat Island effect on roof and non-roof systems

8.9.5.1 Roof areas not covered by PV will be coated with SRI coatings or to use ex. factory coating that has an SRI > 78. Non-roof areas will be landscaped as far as possible, and parking is to be achieved using grass block pavers or shaded using artificial shading systems or trees.

8.9.6 Water Efficiency

8.9.6.1 Water use reduction target of 35% must be achieved with the inclusion of various water saving initiatives to be installed by the concessionaire as part of the upgrading and or redevelopment/refurbishment of the concession area facilities and landscaping areas.

8.9.7 Energy and Atmosphere

8.9.7.1 Building Commissioning Process

8.9.7.1.1 Commissioning will be carried out by the responsible Engineer / commissioning agent to ensure that all aspects of the services installation comply with the specification and that there are no abnormalities within the buildings that could affect the buildings/facilities performance.

8.9.7.2 Energy Performance

8.9.7.2.1 Energy, thermal comfort and daylight models have been developed to assist engineers and architects in investigating different building solutions; these must be used to model for value engineering and have influenced the selection of glazing, roofing finishes, Air-conditioning Plant, Hot Water Plant & Kitchen Equipment.

8.9.7.3 Shading

8.9.7.3.1 Designs must incorporate shading to all glazing and special attention must be paid to east / west solar shading.

8.9.7.4 Energy efficient equipment

8.9.7.4.1 Where available appliances, electrical fittings and mechanical equipment with independently verified energy efficiency ratings must be selected.

8.9.7.4.2 For all new appliances and mechanical equipment, all fan coil units, extraction fans, pumps etc. will need to be rated.

8.9.7.5 Renewable Energy

8.9.7.5.1 Renewable energy is playing a significant role in the energy sector of South Africa with the primary renewal energies being solar, wind, hydroelectric and biomass. The cost for generating and storing solar energy is high in comparison with Eskom / generator power. The initial target/guideline should be that a percentage of the general energy usage must be from a renewable source.

8.9.7.5.2 Based on site conditions, solar generated energy, by means of a photo-voltaic solution shall be implemented to reduce the use of fossil fuel generated power. The bidder shall determine the maximum size and nature of the solar installations (i.e. rooftops) based on the environmental considerations as prescribed by GDEnv.

8.9.7.5.3 The bidder shall indicate the proposed time frames on the implementation of the renewable energy as per the proposed maximum size for generation and capture.

8.9.7.5.4 Renewable energy solutions proposed shall also form part of the bidders' environmental plan and associated EIA process, as applicable.

8.9.7.5.5 Measures must also be taken to ensure sufficient back up power supply for the facilities that may include the above as part of the solution.

8.9.8 **On termination of the Concession Period**

8.9.8.1 The private Party will ensure that prior to termination of the concession period the concession area site, buildings, facilities, furnishes, fittings and equipment and infrastructure are in an excellent and fully compliant condition to the satisfaction of SNR, for handover to SNR.

8.9.8.2 All up to date records that must be kept that pertain to as built drawings and building and infrastructure plans, site plans, building occupancy and compliance certificates, licences and equipment specifications, warranties and guarantees must be submitted to SNR.

8.10 ECO Audits

8.10.1 The Private Party will be required to perform quarterly audits by an appointed independent Environmental Control Officer (ECO). The ECO must evaluate compliance against the environmental authorisation or any other relevant conservation aspects of managing the Lodge – a checklist of areas to be audited is to be agreed. In addition, a staff member must be allocated to monitor environmental compliance / health & safety requirements on a day-to-day basis. Please refer to Section 7.14 for implications of non-compliance.

8.11 Hygiene Audits

The Private Party must conduct hygiene audits at the Lodge on a quarterly basis and furnish GDEnv with the outcomes within five (5) business days of its completion. In the event the Private Party fails to conduct hygiene audits, then GDEnv shall have the right to conduct or commission such an audit and the costs thereof shall be borne by the Private Party – a checklist of areas to be audited is to be agreed. The Private Party must always score a minimum of at least seventy five percent (75%) on the Hygiene Audit total quality index. Please refer to Section 7.14 for implications of non-compliance.

9. ANNEXURE B – ENVIRONMENTAL GUIDELINES FOR PRIVATE PARTY'S OPERATION

9.1 Introduction

9.1.1 This is an undertaking by the Private Party to conduct, always manage and carry out the Project in an environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a proclaimed Nature Reserve.

9.1.2 The Private Party must take all reasonable steps in conducting the Project to prevent and limit the occurrence of any Environmental and/or health hazards and to ensure the health and safety of the Private Parties, the public, and the surrounding environment.

9.2 Legislative Basis for these Guidelines

9.2.1 GDEnv is bound by a number of statutes with relevance to environmental management of reserves, including (without limitation) the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) (NEM:PAA); the National Water Act, 1998 (Act No. 36 of 1998); the Water Services Act, 1997 (Act No. 108 of 1997); the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA); the National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004); the Hazardous Substances Act, 1973 (Act No 15 of 1973); and the National Heritage Resources Act, 1999 (Act No 25 of 1999),amongst other.

9.2.2 The authorisation of any development and activities in a Protected Area is governed by the NEMA and the NEM: PAA. Any changes to infrastructure or operations require written approval from GDEnv and are subject to the prescribed policies and procedures.

9.2.3 The process for the development, refurbishment, maintenance, and operation of any commercial facilities must be undertaken as per GDEnv internal policies and procedures, and authorisations obtained by the Department of Forestry, Fisheries and the Environment (DFFE) and other relevant permit issuing authorities.

9.2.4 Given that the development is taking place within a Nature Reserve, a scoping report must be submitted to DFFE, the "relevant environmental authority" as defined in the EIA Guideline documents.[1]

9.2.5 A Private Party proposing any significant expansions or structural modifications should anticipate that a Basic Assessment Report (BAR) or an EIA will be required and should factor the cost of carrying this out into their financial projections.

9.2.6 GDEnv will have a role in the BAR / EIA process, both as an Interested and Affected Party (IAP), and as the regulatory authority with jurisdiction over the Protected Area. It will be DFFE's responsibility to determine whether, based on information provided in the scoping report, a detailed EIA needs to be carried out were applicable (Dependant on the Bidders proposed improvement plan)

9.3 Guidelines Based on GDEnv Internal Requirements

9.3.1 The NEMA EIA Regulations cover many of the issues that will arise during the assessment of developments within Nature Reserves. In addition, GDEnv undertook a review of its internal policies that may impact such developments.

9.3.2 As a result, some of the Guidelines contained herein flow from internal GDEnv management documents, such as the Suikerbosrand Nature Reserve Management Plan. In some instances, however, these documents were neither sufficiently comprehensive nor sufficiently detailed as to the allowable parameters for development by commercial Private Parties. Where this occurred, GDEnv undertook an internal effort to develop the necessary Guidelines.

9.3.3 A series of workshops were held with GDEnv conservation staff, and specifically from SNR, who assisted in establishing standards to be applied to commercial tourism developments within the reserves. Draft standards were reviewed by a wide range of professionals within GDEnv, including the Manager, Environmental Management, and Reserve rangers, and staff from Scientific Services, Conservation Services, Reserve Planning, and

[1] In the case of the GDEnv, the 'relevant environmental authority' for review of EIAs conducted in Nature Reserves is the national Department of Forestry, Fisheries and the Environment (DFFE).

Technical Services. The Guidelines contained herein are the result of these efforts.

9.3.4 The Environmental Guidelines set out and referred to in this document must be regarded as the first step in GDEnv's efforts to compile a comprehensive Environmental Management System (EMS) for the entire Reserves. Once in place, the EMS will likely be modified and refined over time, as and when needed to consider new information, standards and conditions. Private Parties must therefore be aware that the terms and conditions set forth in these Guidelines are subject to amendment. Private Parties will be expected to always comply with the provisions of the Environmental Guidelines as they may change from time to time.

9.3.5 The remainder of this document presents the specific standards or parameters that the Private Party will be expected to apply to activities in its Project Site.

9.4 Precautionary Principle

9.4.1 Ecological and natural resource processes are not always clearly understood, nor are the interactions among such processes. GDEnv recognises that issues may arise suddenly, or circumstances change, due to limitations in current knowledge. GDEnv has endeavoured to identify these limitations wherever possible and to design the concession process in a way that minimises the environmental risk to the national assets under its control. However, situations may arise where changes that have not been anticipated may cause GDEnv to require adaptations to the management of the area.

9.5 Legislative Requirements

9.5.1 All legislative requirements must be understood and complied with.

9.6 Regulatory Provisions

9.6.1 The Private Party must adhere to the Regulatory Provisions and the Environmental Specifications, as amended from time to time.

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

9.7 **GDEnv Requirements**

9.7.1 The Private Party must always comply with GDEnv Environmental Guidelines as they may change from time to time.

9.7.2 The Private Party must comply with the accreditation in terms of the National Standard for Responsible Tourism, once complete as well as any other applicable Responsible Tourism Standards as required by GDEnv.

9.8 **Environmental Responsibility**

9.8.1 GDEnv has an active role to play in Responsible Tourism and expects the same from Private Parties that operate in Nature Reserves. GDEnv subscribes to the minimum standard of Responsible Tourism (SANS 1162) and expects the same from Private Parties that operate commercial outlets in Nature Reserves.

9.8.2 The Private Party must conduct, always manage and carry out the Project in an environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a proclaimed Nature Reserve.

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

9.9 **Environmental Impact**

9.9.1 The Private Party is expected to apply green and sustainable principles in both the management of the property and, any improvements or replacement Activities.

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

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

9.10 **Code of Conduct**

9.10.1 The Private Party must induct all staff employed on the Suikerbosrand Nature Reserve’s Code of Conduct.

9.10.2 The Code of Conduct must be understood by the Private Party and complied with.

9.11 **Water Management and Guidelines**

9.11.1 Water conservation measures must be implemented by the Private Party in the design and implementation of its operations (refer to ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS);

9.11.2 The Private Party must:

9.11.2.1 Monitor the use of water;

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

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

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

9.12 Energy Use

9.12.1 The Private Party must:

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

9.12.1.2 Monitor the use of energy;

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

9.12.1.4 Set energy usage targets (monitored weekly/monthly) and manage these targets.

9.13 Chemical Substances

9.13.1 The Private Party must not sell or use (including staff of the Private Party) any of the chemicals that are banned from use in Nature Reserves (as determined by any Environmental Manager in Nature Reserves);

9.13.2 All chemicals listed as “Prohibited” may not be brought into, sold, or used in any Nature Reserve by the Private Party. The products include items such as Rattex, Finale, Dyant, Doom, and Target (an extensive list is available);

9.13.3 The Private Party must ensure safe storage and disposal of chemicals and their containers;

9.13.4 The Private Party must have a specific disposal system for toxic or other waste regarded as being dangerous under supervision of the Technical Services Department;

9.13.5 The Private Party must use environmentally friendly and biodegradable detergents and cleaning agents.

9.14 Waste Management

9.14.1 Liquid Wastes

9.14.1.1 Liquid waste refers to the sewerage as well as grey water;

9.14.1.2 The Private Party must manage liquid waste in accordance with national and local legislation requirements;

9.14.1.3 The Private Party must design management techniques to be both economically viable and environmentally sustainable;

9.14.1.4 The Private Party must implement waste procedures that optimise the principles of waste reduction and waste recycling and ensure that the end product does not pollute the environment;

9.14.1.5 The Private Party must install a grease tap for:

9.14.1.5.1 Pot and rinse sinks attached to dish washers;

9.14.1.5.2 Fixtures or drains through which a significant amount of fats, oils, or grease may be introduced;

9.14.1.5.3 Soup kettles or similar devices;

9.14.1.5.4 All sinks that are used to clean any dishes, pots, pans, or cooking utensils.

9.14.1.6 The Private Party must implement processes and procedures which stipulate the following:

9.14.1.6.1 Kitchen staff should inspect grease traps and interceptors at least monthly and maintain a log sheet of each trap inspection detailing the condition of the trap and any maintenance activity;

9.14.1.6.2 That grease traps are cleaned daily; and

9.14.1.6.3 That waste recovered from the grease traps be removed from the reserve and disposed of at an authorised facility.

9.14.2 Solid Wastes

9.14.2.1 The Private Party must manage all waste that is generated in such a way that directly and indirect impacts are kept to a minimum.

9.14.2.2 The Private Party must achieve Solid Waste Management Best Practices, which implies the following:

9.14.2.2.1 Manage solid waste from source to disposal;

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

9.14.2.3 The Private Party must include the following policies in waste management:

9.14.2.3.1 Green Procurement Policy: This policy defines the procedures that the Private Party will implement to ensure that all produce, containers, and packaging comes from suppliers that under-write environmental principles and that waste be recyclable as far as possible;

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

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

9.14.2.4.1 The Private Party to develop and implement an Integrated Waste Management Plan with improved and effective recycling and waste recovery towards a zero-waste goal.

9.14.2.4.2 Minimise solid waste production at all sources, by striving for the minimisation of all waste.

9.14.2.4.3 Maximise the recycling of solid waste. Glass, tin, paper, and cardboard must be sorted on site for recycling, while actual recycling will take place off site at the authorised waste disposal site.

9.14.2.4.4 The dumping and disposal of waste other than at the authorised waste site is strictly prohibited and failure to comply may result in a penalty.

9.14.2.4.5 Waste storage and sorting areas must be properly constructed and maintained. Back-of-house waste cages and waste storage areas must remain clean and secure from problem animals.

9.14.2.4.6 Waste storage areas must remain visually hidden from visitors to the Concession.

9.14.2.4.7 Packaging and containers given to visitors to the concession must be environmentally friendly, bio-degradable, and recyclable.

9.14.2.4.8 The distribution of plastic bags to guests is strictly prohibited and only brown paper bags are allowed to be given for the purpose of carrying items purchased.

9.14.2.4.9 The Private Party must continuously strive towards eliminating plastic water bottles and single-use plastics in their operations.

9.14.2.5 In terms of packaging the Private Party must not use the following in outside seating and eating areas as this pollutes the reserve:

9.14.2.5.1 Sachets (for sugar, tomato sauce, salt, and pepper, etc.);

9.14.2.5.2 Paper serviettes;

9.14.2.5.3 Butter tubs/pads;

9.14.2.5.4 Plastic straws; and

9.14.2.5.5 Plastic cutlery.

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

9.14.2.6.1 Promoting an ethic amongst guests and staff alike.

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

9.15 **Pest Control**

9.15.1 The Private Party must comply with the GDEnv Integrated Pest Management Plan.

9.15.2 Where and if required the Private Party must control bats as outlined in GDEnv Integrated Pest Management Plan.

9.15.3 The Private Party must make use of preferred pest control chemicals as prescribed by GDEnv.

9.16 **Visual Impacts**

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

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

9.16.3 The visual impacts of lightning arrestors, radio masts, Wi-Fi towers, solar systems, generators, waste storage, waste-water systems, etc (where applicable) must be minimised;

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

9.16.5 The Private Party must implement mitigation measures to reduce the visual impact in the Concession.

9.17 **Monitoring**

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

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

9.17.3 The Private Party shall in consultation with GDEnv appoint an Environmental Control Officer (ECO), during both the Construction and Operational Phases. The cost of the ECO shall be borne by the Private Party. The individual appointed must be an independent consultant, as defined by the EIA Guidelines and be acceptable to GDEnv. The appointment of the ECO is to ensure that mitigation measures and other requirements set forth in the EMP are adhered to. During the Construction Phase the ECO shall submit monthly reports, and during the Operational Phase the ECO shall submit twice-yearly reports and all findings in the report is to be corrected by the Private Party before the next audit. In both cases, reports must be submitted to both GDEnv and the Private Party.

9.17.4 GDEnv has the right to undertake necessary conservation management activities in all the Project Sites.

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

9.18 Off-Road Game Driving

9.18.1 Please refer to the GDEnv Concession Operation Manual for detail but for the purposes of this Information Memorandum the following key issues are identified:

9.18.1.1 Game drives are only permitted on designated tracks within the Concession Area. The public road network is available for use by the Concessionaire, but normal GDEnv rules will apply.

9.18.1.2 Within CA's:

(i) Driving after dark is permitted in agreed areas up to 22h00. Driving later than this time requires GDEnv approval;

(ii) Concessionaires are allowed to drive off-road for must comply with the guidelines set out below;

(iii) Off-road driving may only be undertaken in the event of a confirmed sighting of elephant, leopard, lion, rhino, buffalo, wild dog, and cheetah;

(iv) Off-road driving will not be permitted in areas where Red Data Plant species are known to exist, or in any other areas that GDEnv are using for conservation or other management purposes;

(v) (Vehicles driving off-road may under no circumstances follow in the tracks of another vehicle;

(vi) NO off-road driving will be permitted at river crossings. Concessionaires wishing to drive along riverbeds must develop and carefully manage track spurs into and out of the river(s), which will count as part of the road and track network allocation;

(vii) Off-road driving is not permitted in wet conditions, on sodic patches, or duplex soils; and

(viii) Any off-road damage to be repaired immediately (compaction reversed, ruts erased).

10. ANNEXURE C – SANS 1162:2016 – SOUTH AFRICAN NATIONAL STANDARD RESPONSIBLE TOURISM REQUIREMENTS

10.1 The National Minimum Standard for Responsible Tourism (SANS 1162) was developed with objective of establishing a common understanding of responsible tourism by developing a single set of standards to be applied throughout South Africa by harmonising the different sets of criteria that were used for certifying the sustainability of tourism businesses. The National Minimum Standard for Responsible Tourism consists of 41 criteria divided into four categories i.e. sustainable operations and management, economic criteria, Social and cultural criteria and environmental criteria.

GAUTENG PROVINCE
ENVIRONMENT
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS ISSUED BY THE GAUTENG DEPARTMENT OF ENVIRONMENT FOR THE PUBLIC PRIVATE PARTNERSHIP OPPORTUNITY FOR THE FINANCING, REDEVELOPMENT, OPERATION AND MAINTENANCE OF THE CONCESSION AREAS IN THE SUIKERBOSRAND NATURE RESERVE (SNR)

IMPORTANT NOTICE

This Request for Proposals ("**RFP**"), incorporating all its attachments, has been produced by Gauteng Department of Environment ("**GDEnv**"), in connection with the tourism public private partnership ("**PPP**") opportunity available at the Concession Areas ("**Concession or Concession Areas**") in the Suikerbosrand Nature Reserve ("**SNR**").

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

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

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

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

June 2026

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1. INTRODUCTION

1.1 This Request for Proposals ("RFP") is issued by the Gauteng Department of Environment ("GDEnv") in accordance with the guidelines for Public Private Partnerships ("PPPs") contained in National Treasury's Tourism PPP Toolkit, and in compliance with Treasury Regulation 16, as amended, issued in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

1.2 GDEnv, as part of its Strategic Plan for Commercialisation, identified the tourism PPP opportunity at the Concession Area in the Suikerbosrand Nature Reserve ("SNR") that gives a selected private party the rights to the commercial use up to 25 (twenty-five) years through a PPP agreement ("PPP Agreement").

1.3 It is intended that by GDEnv entering into the PPPs with a Private Party, GDEnv will generate revenue through PPP fees paid to GDEnv by the Private Party, while enabling GDEnv to focus on its core activity of conservation. It is intended that the Private Party will develop (upgrade, refurbish and maintain), operate and finance the Concession Area with strict compliance with GDEnv environmental standards, Protected Areas conservation guidelines, existing environmental authorisations, permits and operating licences.

2. VALUE-FOR-MONEY OBJECTIVES

2.1 The value-for-money objectives for the project are aligned with GDEnv's strategic objectives included in the Strategic Plan for Commercialisation. Setting these objectives at the inception phase are vital as they provide the benchmarks for the feasibility and procurement phases. During the management of the PPP agreement, they are used to measure the success of the project.

2.2 The Value-for-Money Objectives for the Concession Area are:

2.2.1 Revenue generation for GDEnv by way of concession fee optimisation and increase in entry and conservation fees;
2.2.2 B-BBEE, job creation, land claimants and local community development;
2.2.3 Tourism promotion with particular focus on growing products and markets for SNR;
2.2.4 Optimal utilisation of prime assets - Standard of facilities and infrastructure to be improved where required - redesign of the facilities (within existing footprint);
2.2.5 Biodiversity protection and conservation;
2.2.6 Cultural and Heritage Resources Conservation.

3. GDENV BENEFICIATION SCHEME AND COMMERCIALISATION STRATEGY OBJECTIVES

3.1 As articulated in the Information Memorandum, GDEnv, as part of its mandate to drive sustainable B-BBEE and socio-economic transformation in the Tourism Sector, accelerate and provide opportunities to broaden the network of those benefiting from commercial activities/opportunities in the nature reserve and to promote a synergistic existence of commercial activities with neighbouring or surrounding communities, it has identified Specific Goals for the Project which have been articulated in the B-BBEE Project Scorecard below.

3.2 Bids must demonstrate how the Preferential Procurement Requirements will be met including timelines and targets set out in Annexe E (B-BBEE Requirements) below:

3.2.1 In keeping with GDEnv's obligations and objectives articulated in its Beneficiation Scheme and Commercialisation Strategy policies, preferential procurement policies and legislation and B-BBEE laws, particular attention will be paid to Bidders B-BBEE proposal in response to the B-BBEE Project Scorecard in respect of the identified Specific Goals, particularly those targeting socio economic transformation for Local Communities adjacent to the Nature Reserve.

4. GENERAL RULES OF THE TENDER

4.1 This RFP supersedes all other GDEnv communication to Bidders about this PPP opportunity the rules and conduct of the bid.

4.2 No verbal discussion with any staff or advisor of GDEnv can change, add to or clarify any of the terms and conditions contained in this RFP. Bidders should only rely on written changes, additions or clarifications from the duly authorised Project Officer of GDEnv, circulated to each bidder. E-mail communications from GDEnv to Bidders will count as written communication.

4.3 GDEnv reserves the right to modify the timetable or otherwise amend, supplement or clarify the RFP at any time. GDEnv may cancel the bid at any time without prior notice and may disqualify any bidder as provided for in this RFP. GDEnv shall not incur any liability whatsoever in exercising any rights in this Paragraph 4.3 or otherwise granted in this RFP or available under the laws of the Republic of South Africa.

4.4 The bid will be conducted in accordance with and shall be governed by the laws of the Republic of South Africa and this RFP.

4.5 Bids and all correspondence and documents relating to Bids shall be in the English language.

4.6 The submission of a Bid by a Bidder implies full knowledge and acceptance of, and submission to, all the terms and conditions set out in this RFP, the PPP Agreement and under the applicable laws of the Republic of South Africa.

4.7 Bidders shall be responsible for any and all costs, expenses and losses incurred by them in the preparation and submission of Bids or otherwise in connection with the Tender. GDEnv will not compensate Bidders for any such costs, expenses or losses, regardless of the outcome of the Tender.

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

4.9 Each Bidder must appoint one or more duly authorised representatives ("Legal Representatives"), mandated by an executive decision of the project company and legal power of attorney to represent the Bidder. The Legal Representative shall be present for the opening of the Financial Envelopes.

4.10 **Non-eligible Persons**

Any Bid including the involvement of any person:

4.10.1 blacklisted by the National Treasury under the Register for Tender Defaulters in terms of GN 194 of 11 April 2005 issued in terms of the Prevention & Combating of Corrupt Activities Act, 2004;

4.10.2 listed on the Disqualified Director's Register (maintained by the Companies and Intellectual Property Registration Office) in terms of section 218(1A) (6) of the Companies Act available on http://www.cipc.co.za;

4.10.3 who is initiating or has initiated any litigation, arbitration or other administrative proceedings in respect of the Suikerbosrand Nature Reserve; or

4.10.4 who has been found guilty in a court of law of fraud or corruption related crimes, will be rejected by GDEnv.

4.11 **Integrity and Honesty**

A Bidder must act with the highest degree of integrity and honesty and with the utmost good faith in all dealings with GDEnv. A Bid must not contain any misrepresentations.

4.12 **Invitation**

4.12.1 Bidders are hereby invited to submit Bids to be considered for appointment as Preferred Bidders in terms of and subject to the terms and conditions of this RFP.

4.12.2 A Bidder appointed as the Preferred Bidder in respect of the Concession Areas shall, subject to the requirements of this RFP, conclude the PPP Agreement in respect of the Concession Area. A Reserve Bidder shall only be required to conclude the PPP Agreement in the event that the PPP Agreement is not or cannot be concluded with the Preferred Bidder or the Preferred Bidder is disqualified, or the Preferred Bidder's status is revoked and in which event the Reserve Bidder shall be invited to conclude the PPP Agreement with GDEnv in respect of the Concession Area. GDEnv reserves the right to appoint a Reserve Bidder at any time subsequent to the disqualification of the Preferred Bidder or if the PPP Agreement is not or cannot be concluded with the Preferred Bidder.

4.12.3 In the event that GDEnv is unable to conclude an agreement with a Preferred Bidder or a Reserve Bidder for the Concession Areas, GDEnv reserves the right to seek a new Private Party or at its sole discretion to procure the Concession with a successor Private Party or any other form of a procurement of the Concession as a whole or as possibly subdivided into several procurements of whatever nature at the entire discretion of GDEnv.

4.12.4 No person (other than a Lender and a B-BBEE material and/or furniture supplier (B-BBEE Material and/or Furniture Supplier)) or advisor to a person may be a member of, or in any way participate in or be involved with (either directly or indirectly), more than one Bidder at any stage during the procurement process without the prior written consent of the Institution, which may be granted or refused in its sole and absolute discretion. Lenders and B-BBEE Material and/or Furniture Suppliers are permitted to support more than one Bidder subject to the observation, implementation and enforcement of strict information barriers and strict compliance with laws (including Competition law).

5. IDENTITY OF BIDDERS

5.1 A Bidder SPV may be a single company or an unincorporated joint venture or a trust. The Bidder SPV must meet the operational and financial criteria as contained in this document. A minimum of 30% of the equity in the Bidder SPV must be held by the technical/operational party in the SPV.

5.2 Any Bid submission including the involvement of any national public entity or provincial public entity (each as contemplated under the PFMA), other than a funder, will be rejected by the Institution.

5.3 Public institutions are specifically excluded from submitting proposals or bidding for the tender, unless such participation is as member of or Contractor (at any level) to a Bidder and unless:

5.3.1 approved in advance by the applicable ministry with responsibility over such public entity;

5.3.2 the involvement of such public entity has been secured in advance by the Institution through a third-party agreement;

5.3.3 the provision of services by such public entity is made available to all Bidders; and

5.3.4 the provision of services by such public entity is permitted by law.

5.4 Each submission must set out, in detail, the structure that will be adopted for the entity. The shareholders should be clearly identified, and their roles and responsibilities listed. The submission should list the equity, ownership and directorships held by shareholders. GDEnv requires that Interested Parties create a newly formed special purpose vehicle ("SPV") for bidding purposes. The sole purpose of the SPV will be to undertake the PPP Concession. Where any parties are not shareholders but will be integrally involved in the operation of the SPV, such parties should also be listed. It will be expected that the SPV is legally constituted prior to the Signature of the PPP Agreement.

5.5 As the project might require a substantial amount of capital investment, Bidders must demonstrate their ability to raise debt and equity and to provide security to GDEnv's satisfaction.

5.6 Bidders will also be required to provide information on ownership of the entities of which the Bidders are comprised, together with organograms reflecting the ownership proportions.

5.7 When preparing submissions on the identity of the bidders, Bidders are required to structure their submissions according to the following format:

5.7.1 submit to GDEnv the information set out in Annexure 1A in relation to the Qualification Criteria;

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

5.7.3 certify to GDEnv that the information contained therein is true, accurate and complete in all respects.

5.8 GDEnv reserves the right to request, at any time, additional information or documentation from Bidders.

5.9 Where a Bidder is made up of a number of parties, shareholders in one SPV may not in any way be shareholders of other SPV's bidding for the same PPP Opportunity in the tender process.

5.10 Where a selected Preferred Bidder which is an unincorporated Enterprise or a Consortium, it must establish a Private Party that has a sole purpose, object and business of undertaking the PPP Opportunity, which is the subject of its Bid, with one or more Members becoming shareholders of such Private Party, no later than 15 Business Days before the anticipated date of signature of the PPP Agreement. Such Preferred Bidder shall provide GDEnv with certified copies of the incorporation documents and share register of such Private Party no later than ten Business Days before the anticipated date of signature of a PPP Agreement.

5.11 No replacement of a Member, withdrawal of a Member or admission of a new Member of a Bidder (or the equivalent thereof in a Private Party established by it) (Change in Membership) is permitted after the Bid Submission Date without the prior approval of the GDEnv.

5.12 A Bidder or any Member wishing to change its Membership as contemplated above must submit to GDEnv a written request to do so. Such request must set out all relevant facts and circumstances that have arisen since the Bid Submission Date that necessitated the request, together with all documentation, information, data and responses required to fulfil, in respect of such change, the requirements in this RFP.

5.13 GDEnv reserves the right to require a Bidder to supply such further information as GDEnv may, in its sole discretion, request with regard to such Change in Membership as to enable GDEnv to fully consider the impact of such change. The Bidder requiring such change will be liable for GDEnv's costs in this regard, which will be payable on demand.

5.14 Other than an approved Change in Membership, a Bidder may not change any aspect of its Bid after the Bid Submission Date.

6. A DESCRIPTION OF THE PPP OPPORTUNITY FOR THE TOURISM CONCESSION AREAS IN THE SUIKERBOSRAND NATURE RESERVE

6.1 Introduction

6.1.1 GDEnv, as part of its Strategic Plan for Commercialisation, identified the tourism PPP opportunity for the Concession Areas in the Suikerbosrand Nature Reserve.

6.1.2 It is intended that by GDEnv entering into the PPP with a Private Party, GDEnv may be able to generate additional revenue through PPP fees paid to GDEnv by the Private Party, while enabling GDEnv to focus on its core activity of conservation.

6.1.3 It is intended that the project will be developed by the Private Party in compliance with strict environmental standards maintained by GDEnv. In keeping with GDEnv’s objectives, particular attention will be paid to the implementation of B-BBEE, particularly those from local communities adjacent to the Nature Reserve as well as land claimants.

6.1.4 In addition, private operators will have to respect existing GDEnv regulations regarding protection of the environment. In this regard, GDEnv will require that Bidders confirm their willingness to promote B-BBEE by entering into an agreement with a local community trust partner and or land claimant trust.

6.1.5 The Bidders will be provided the opportunity to assess the sites. It should be noted that the new opportunities will require all necessary environmental approvals and hence a Basic Assessment or EIA might be required. These must be prepared for certain prescribed activities, or activities that might affect designated areas such as a nature reserve and must be prepared by an independent consultant. Given the financial cost and time required, EIAs will only be undertaken by the successful bidder.

6.2 **The Concession Areas PPP opportunity available to Bidders is discussed in detail in the Information Memorandum provided to Bidders and herewith summarised as follows:**

6.2.1 The Suikerbosrand Nature Reserve is situated between Heidelberg and Alberton, just off the N3 highway, 17,899 ha in extent, a part of which, 11,595 ha, was initial proclaimed in terms of the Provincial Ordinance 17 of 1967 and subsequently proclaimed as a Protected Area in terms of the Protected Areas Act by means of Provincial Gazette 166 of 25 June 2014, and a part of which, the Remainder of the Farm Boschhoek, has been successfully claimed by the Hadebe Community.

6.2.2 The Suikerbosrand Nature Reserve PPP Opportunity entails the financing, development (upgrading/renovation/redevelopment), operation, management and maintenance of all or some of the following tourism and visitor facilities, and concomitant nature-based activities, in compliance with the Management Plan for the Suikerbosrand Nature Reserve and the Protected Areas Regulations.

- The conference centre, including its commercial kitchen facilities;
- Kiepersol camp, including its accommodation and communal facilities;
- Protea camp, including its accommodation, laundry, communal and back of house facilities;
- Kareekloof resort park, including its chalets, caravan park and tented camp area, conference facilities and communal recreational etc. facilities;
- Overnight hiking facilities and other tourism and visitors facilities which would enhance the SNR as an ecotourism destination, at the foregoing and additional sites in the SNR.

6.2.3 The SNR PPP Opportunity will be offered as a long-term opportunity that will be granted up to 25-years. The long-term period will allow the Private Sector to invest in making the Suikerbosrand a sought-after product whilst ensuring return on investment.

6.2.4 Other facilities not forming part of the SNR PPP Facilities

Facilities that do not form part of the PPP opportunity/facilities include:

- Diepkloof Picnic Site
- Ouhout Group Camp (Subject to an offset)
- Staff Accommodation and Workshops.
- Museum Facilities.

6.2.5 Access Road and Support Infrastructure

6.2.5.1 Access roads with efficient stormwater drainage to the Concession Area - roads must be operated and maintained as per the contents of the GDEnv Roads Manual.

6.2.5.2 The Private Party shall be solely responsible for the upgrade and maintenance of the Concession Area and support infrastructure (access and internal roads to the concession area included).

6.2.5.3 The Bidder is guided to reference the Information Memorandum on a comprehensive opportunity description of the Concession, the existing facilities and associated infrastructure such as water, waste, electricity, roads, communications etc.

6.2.5.4 The Private Party will bear the cost of any upgrading and maintenance of existing facilities, including internal site roads, buildings and infrastructure.

6.2.6 Minimum Development Specification

6.2.6.1 The Concessionaire will bear the cost of any upgrading and maintenance of existing facilities, including roads, buildings and infrastructure, within the footprint as specified in the Information Memorandum.

6.2.6.2 Any changes requested require Detailed Design and must be prepared by the Private Party and should be in accordance with the findings of an EIA, Best Industry Practice, GDEnv and National Building Code requirements.

6.2.6.3 The Bidder is guided to reference the Information Memorandum on a comprehensive description of the Concession's existing facilities and associated infrastructure such as water, waste, electricity, roads, communications etc. and National Building Code requirements.

6.3 Location and Size of the Concession

6.3.1 Suikerbosrand is in the Lesedi Local Municipality (Sedibeng District Municipality) bordering the town of Heidelberg (Ekurhuleni Municipality) to the east along the N3, approximately 30 minutes (45 km) south-east of Johannesburg. It is in a triangle between the towns of Alberton, Heidelberg and Meyerton.

Figure: Location of Suikerbosrand

Source: Google Maps

6.3.2 The main access routes to Suikerbosrand consist of the N3 freeway between Johannesburg and Durban, the R42 between Heidelberg and Meyerton, as well as the R59 between Alberton and Vereeniging. The GPS coordinates for SNR are: Latitude: -26.4837937 and Longitude: 28.229271199. The following features are noted in respect of the Suikerbosrand:

- Size: 17 899ha
- Flora: approximately 743 plant species
- Fauna: approximately 30 mammal species and over 200 different bird species

6.4 Visitor/ Tourist/Hospital and Accommodation Facilities present

The following outlines the present visitor / tourist hospitality and accommodation facilities:

6.4.1 Diepkloof Conference Centre

6.4.1.1 The main administration building has an auditorium which can accommodate a maximum of 165 (one hundred and sixty-five) people.

6.4.1.2Adjoining the auditorium are two breakaway rooms that can be divided into 3 partitions each, and which can accommodate approximately 80 (eighty) persons per breakaway unit. A small restaurant and patio are available for meals and visitors can relax on the patio between sessions. There is also a commercial kitchen facility, from which meals may be served.

6.4.2 Kiepersol Camp

6.4.2.1 Kiepersol Camp was designed for conference accommodation. The camp also functions as a self-catering camp for weekend recreation. The camp consists of 12 (Twelve) accommodation units of different sizes and different capacities. There is also a commercial kitchen facility, communal lapa area in which meals can be served, bar area and multi-function hall for small meetings.

6.4.2.2 The camp has the following facilities:

- 12 standalone accommodation units consist of a mix of one-two- and three-bedroom units.
- A boma area and communal kitchen.

6.4.3 Protea Camp

6.4.3.1 The Protea Chalet complex was designed as a communal camp for self-catering accommodation. There are 15 accommodation units available, and the camp has a maximum capacity of 40 people. There are double and single units available.

6.4.3.2 The camp has the following facilities:

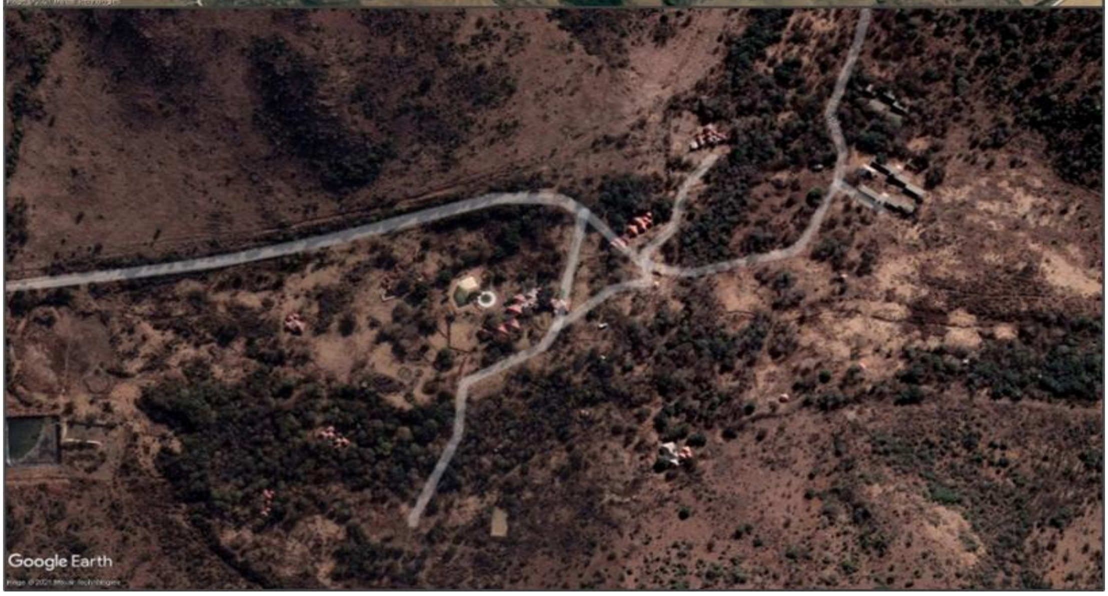
- 15 standalone accommodation units consist of a mix of one-, two- and three-bedroom units.
- Swimming pool, bar, and communal eating area.

6.4.4 Kareekloof Resort

6.4.4.1 The Kareekloof Resort was designed as a self-catering outdoor leisure facility. The resort includes amenities to satisfy campers, day visitors, persons requiring limited chalet accommodation, as well as small scale meetings and conferences.

6.4.4.2 The Resort was developed and operated withuirie the following facilities:

- 3 chalet units.
- A full-service caravan park with 240 stands.
- Small conference venue.



6.4.5 Overnight Trails Hiking Huts

6.4.5.1 There are six huts (each accommodating 10 people) spread across Suikerbosrand including i.e. Blesbok, Springbok, Duiker, Steenbok, Hartebeest and Eland.

6.4.6 Picnic sites

6.4.6.1 There are two picnic sites in the reserve, the Diepkloof and the Holhoek. The Diepkloof site is situated through the main entrance of SNR and is included in the PPP opportunity, while the Holhoek site which is excluded from the PPP opportunity is located on the South side of the nature reserves, approximately 28 km from the office.

6.4.6.2 The picnic sites have the following facilities: Picnic stands and ablution facilities

6.4.7 Ouhout Camp

6.4.7.1 The camp has the following facilities:

- 3 two bedroom and two bachelor rooms (dormitory style accommodation)
- Kitchen and dining area. The dining area also serves as functions venue.


Camp
02. Main Admin Building
Google Earth


Google Earth

6.5 Carrying capacity and zonation

6.5.1 The Suikerbosrand accommodation and conference facilities above can accommodate approximately 1 843 persons. This works out to an accommodation and conference facilities capacity density and distribution of 9.71 hectares per person.

6.5.2 Suikerbosrand Visitor / Tourist Hospitality and Accommodation Facilities Capacity.

Facility	Capacity
Kiepersol Camp	46 beds
Protea Camp	60 beds
Diepkloof Conference Centre	165 delegates
Kareekloof Resort - Chalets	12 beds
Kareekloof Resort – Caravan & Camping	1 440 camping beds
Ou Hout Camp (Excluded subject to offset)	60 beds
Overnight Hiking Trail Huts	60 beds
Total Capacity	**1843 beds & delegates**

Additional activities which may be offered as part of the SNR PPP Opportunity, subject to the Management Plan and the Nature Reserve Regulations, include:

- Game viewing
- Mountain biking
- Bird watching
- Guided tours
- Hiking trails

7. BIDDERS REQUIRED QUALIFICATION CRITERIA

In order to participate in the bidding process, bidders are required to meet the following high level qualification criteria (please note the detail is provided in Annexure 2 – Functionality Evaluation Schedule):

7.1 Financial capacity & Business Plan

7.1.1 Given the fact that the project is of a high value and may entail risk to both the preferred bidder and GDEnv, it is important that bidders demonstrate financial strength. In this regard the asset value of the bidder must be at least R10 million.

7.1.2 The preferred bidder must be an SPV, if the bidder is a consortium or joint venture, it must demonstrate financial strength with reference to the asset value of its shareholders in proportion to their shareholding.

7.1.3 The bidder must also demonstrate, to GDEnv satisfaction, that its shareholders are solvent.

7.1.4 Audited financial statements for at least 3 years, along with a letter confirming that the asset value exceeds the stipulated amount and that the shareholders are solvent, must be provided to illustrate any assertion made by a bidder in this regard.

7.1.5 The bidders must demonstrate their ability to raise debt and equity and to provide security.

7.1.6 The bidder must demonstrate sufficient cashflows for initial months of operations where revenues may not be sufficient to cover expenses.

7.2 **Tourism experience**

7.2.1 The project requires that interested parties have substantial experience and expertise in the tourism market as specified in Annexure 2. Interested parties are therefore required to provide examples of similar projects conducted by the interested parties. The interested party must be able to meet this tourism track-record requirement in the following ways:

7.2.2 Lodge operation experience of an upmarket to luxury nature with a minimum of 5 years' experience;

7.2.3 Previous experience with lodge operations in protected areas;

7.2.4 Experience in operating tourism activities such as game drives, game walks, etc;

7.2.5 Strong marketing and branding experience and existing channel relationships to the international tourism markets to South Africa; and

7.2.6 Acceptable hospitality operating and booking/marketing systems.

7.3 Environmental Undertakings & Plan

7.3.1 The Bidder must undertake to adhere to various environmental regulations and guidelines for South Africa, GDEnv and the SNR and provide a detailed environmental plan for the Concession.

8 SITE VISITS AND DUE DILIGENCE

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

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

8.1.2 this site visit will form part of the due diligence process and should be attended by the Bidders or a duly authorised representative/s of not more than 5 people; and to ensure that such access to information is equal for all Bidders.

8.1.3 Due Diligence site information will be provided to Bidders by means of a site visit to the Concession Area PPP Opportunity on **16 September 2026** from **09h00 to 15h00.**

8.1.4 For this purpose, all interested bidders are required to register for this site visit by sending their Names, Company, Contact telephone and e-mail to: Dr Claire Ntshane, Project Manager, Telephone: 081 312 4035 and E-mail: **claire.ntshane@gauteng.gov.za**

8.1.5 Attendance will inform Bidders of possible challenges and opportunities that may or may not have an impact on the feasibility studies conducted by Bidders and will further serve to ensure the accuracy of viabilities conducted for the facility.

8.1.6 Please note that traveling and accommodation costs for this visit will be for your own account.

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

8.1.8 No verbal agreement or conversation with, nor any verbal clarification from, any officer or employee of GDEnv or any of their advisers shall affect or modify any of the terms and conditions contained in this RFP. Only written amendments, supplements or clarifications to this RFP from duly authorised Project Officer of GDEnv, circulated to each Bidder, should be relied upon as authorised. For the purposes of this Paragraph 8.1.8, communications sent from duly authorised staff of GDEnv to Bidders via electronic mail shall be deemed as communications in writing.

8.1.9 A Bidder's conference will be held on **16 September 2026** together with the site visit. All interested bidders are required to register for the bidders' conference by sending their names, contact telephone, fax and e-mail address to: Dr Claire Ntshane, Project Manager, Telephone: 081 312 4035 and E-mail: claire.ntshane@gauteng.gov.za

8.2 Contact for Due Diligence-related Matters

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

Dr Claire Ntshane

Project Manager

Tel: 081 312 4035

E-mail: **claire.ntshane@gauteng.gov.za**

9 PPP AGREEMENT

9.1 The draft PPP Agreements are included as part of these Tender Documents which will be published on the GDEnv website during the course of the tender process.

9.2 GDEnv reserves the right to modify or otherwise amend, supplement or clarify the PPP Agreements at any time. GDEnv shall not incur any liability whatsoever in exercising any rights in this Paragraph 9.2 or otherwise granted in this RFP, PPP Agreements or available under the laws of the Republic of South Africa.

10 BID SUBMISSIONS

10.1 Bids must be submitted to:

Dr Claire Ntshane
Project Manager: GDEnv Suikerbosrand Nature Reserve Concession Tender
Umnotho House
56 Eloff Street
Marshalltown
Johannesburg
2000
Tel: 081 312 4035
E-mail: claire.ntshane@gauteng.gov.za

10.2 Bid Submissions should be made before **16h00** on **23 November 2026**.

10.3 Submissions delivered after **16h00** on the Bid Date shall be regarded as invalid, and returned to the Bidder, unopened.

11 CONTENTS OF BID SUBMISSIONS

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

11.2 The bid submission from each bidder must contain all the information necessary for GDEnv to evaluate the financial, PPP fee offer, broad-based black economic empowerment and functionality capabilities of the bidder. Bidders are required to submit two sealed Envelopes in accordance with the directions below.

11.3 The first Envelope shall be clearly marked “Functionality - original” on the outside and shall contain all the original non-financial aspects of the Submission (“Functionality”). The contents of the Functionality Offer shall consist of:

11.3.1 The original of the Bidder Information, in the format given in Annexure 1A – Qualification Submissions;

11.3.2 The original of the Bidder Information, in the format given in Annexure 1B – Information on Bidders;

11.3.3 Original of the Financing and Capital plan, in the format given in the relevant sections of 22. Annexure 2 – Functionality **Component Requirements, Weighting and Scoring**;

11.3.4 Original of the Business, Operational and Design plan, in the format given in the relevant sections of 22. Annexure 2 – Functionality **Component Requirements, Weighting and Scoring**;

11.3.5 Original of the Environmental plan, in the format given in the relevant sections of 22. Annexure 2 – Functionality **Component Requirements, Weighting and Scoring**;

11.3.6 Original of a completed Risk Matrix, in the format given in the relevant sections of 22. Annexure 2 – Functionality **Component Requirements, Weighting and Scoring**;

11.3.7 An original tax clearance certificate, issued by the South African Revenue Service (“SARS”) within six months of the bid date, for each South African member of the bidder;

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

11.3.9 An original Bid Bond from a reputable bank in a form substantially similar to that set out in Annexure 7 - Acceptable wording of bid and performance bond.

11.3.9.1 VERY IMPORTANT: An electronic copy containing Functionality Offer and all the Annexures (clearly marked) of the bid submission should be submitted on USB disk. The annexures should be in non-edited PDF form and will be used for evaluation purposes. Please note that the PPP fee offer should NOT be disclosed anywhere on the Functionality Offer USB in electronic format.

11.4 The second Envelope shall be clearly marked “Financial & B-BBEE” on the outside. The contents of this Envelope shall contain one copy of the details of the bidder's PPP Fee Offer, in the format in Annexure 4 – PPP Fee Offer as well as the bidder’s B-BBEE Project Scorecard Commitment (“Specific Goals”) in the format of Annexure 3 – B-BBEE Project Scorecard Commitment (“Specific Goals”).

11.4.1 VERY IMPORTANT: An electronic copy containing Financial & B-BBEE and all the Annexures (clearly marked) of the bid submission should be submitted on USB disk. The annexures should be in non-edited PDF form and will be used for evaluation purposes.

11.5 Envelopes should be clearly marked as to whether they are Envelope 1 or 2 and must have the bid cover letter in the format provided in Annexure 6 – Bid Cover Sheets, attached to the front of each envelope.

11.6 All information provided in the bid must be valid for 180 business days from the Bid Date.

11.7 Submitting a bid implies that the bidder knows and understands all the terms and conditions set out in this RFP and under the applicable laws of the Republic of South Africa, and that the bidder accepts these terms and conditions.

12 HOW THE BIDS WILL BE OPENED

12.1 The Project Officer will separate Envelopes 1 and 2 from all the bids. The unopened Financial Envelopes will be locked away in the safekeeping of GDEnv’s Chief Financial Officer until they are opened.

12.2 The Technical Envelopes will be opened by members of a bid evaluation committee representing GDEnv in the presence of GDEnv’s Project Officer

12.3 Technical Offers will be evaluated and scored according to the procedure set out in Paragraphs 14 below.

13 INCOMPLETE BIDS

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

13.2 If a bid is not complete or something in it is not clear, the bid evaluation committee may, but is not obliged to, ask Bidders for more information. Bidders will receive such requests for more information in writing. No substantial changes to the bid will be asked for or allowed, except if there is a clear mistake in the bid.

13.3 GDEnv may, but is not obliged to, disqualify a bid that is not complete or requires clarification without a request for further information.

13.4 GDEnv shall not be obliged to reimburse Bidders for any costs and/or damage they incurred during the preparation of Bid Submissions, in the event of cancellation, disqualification, suspension, modification or delay of the Tender.

14 BID EVALUATION METHODOLOGY

14.1 GDEnv has, in accordance with the National Treasury's Practice Note 6 of 2004, established three tiers of evaluation committees made up of the [Technical Assessment Committee, the Bid Evaluation Committee and the Bid Adjudication Committee.] In addition, the approach for evaluation of this RFP takes into account the [PPPF Act] and Preferential Procurement Regulations, 2022.

14.2 The bid evaluation will be through a two (2) envelope system and Bids will be evaluated on three main elements: Functionality and Compliance, PPP Fee Offer and B-BBEE Project Scorecard Commitment ("Specific Goals").

14.3 Envelope 1 (original) is for the functionality and compliance elements and is opened first. Bidders must score at least 80% for functionality.

14.4 Envelope 2 is for the PPP Fee Offer (Pricing) and B-BBEE Project Scorecard Commitment ("Specific Goals") and will only be opened and evaluated if the minimum thresholds in Paragraph 14.3 are met.

14.5 The bid evaluation process will be undertaken in stages set out herein below.

14.5.1 Bid Responsiveness to the Mandatory Requirement

14.5.1.1 The first stage of evaluation GDEnv will assess the Bid responses for, is the responsiveness to the mandatory and other administrative requirements. This will entail consideration whether all the required documentation has been submitted by a Bidder in the manner and form prescribed in this RFP.

14.5.1.2 Failure by a Bidder to respond adequately to any of the requirements of this RFP shall have an adverse impact on the evaluation of its Bid and shall entitle GDEnv, in its sole discretion, to disregard that Bidder's Bid and to disqualify that Bidder from participating in the Project.

14.5.1.3 GDEnv reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Institution in respect of such Bid.

14.5.2 Functionality Evaluation

14.5.2.1 The minimum overall threshold to pass Functional Requirements is 80%. The minimum threshold to pass any Functional Criteria sub-category (i.e. Financial and Capital Plan, Business and Operational Plan, and Environmental Plan) is 50%.

14.5.2.2 If a Bid does not meet the threshold (of 80% overall or 50% of any sub-category?), it will be marked unacceptable and not proceed to the next stage of evaluation if there are other acceptable Bids.

14.5.3 PPP Fee Offer and B-BBEE Project Scorecard Commitment ("Specific Goals"):

14.5.3.1 The evaluation at this stage shall be based on the 90/10 Preference Points System in terms of the provisions of the Preferential Procurement Policy Framework Act, 2000 ("**PPPFA**") and PPPFA Regulations, 2022, wherein 90 points is for Bid Price (PPP Fee Offer) and 10 points for B-BBEE in accordance with identified B-BBEE Project Scorecard Commitment ("Specific Goals") set out in Annexure 3 - B-BBEE Project Scorecard Commitment ("Specific Goals").

15 BID EVALUATION CRITERIA SCORING

15.1 Functional Evaluation and Scoring Process

15.1.1 The functionality aspects of a bid will be scored out of 100 points. A bidder must achieve 80% of the total functionality points in order to pass. The minimum threshold to pass any Functional Criteria sub-category (i.e. Financial and Capital Plan, Business and Operational Plan, Environmental Plan,) is 50%. Functionality is made up of the elements specified in Annexure 2 – Functionality Evaluation Schedule, which also shows the sub-elements and weightings thereof.

15.1.2 The following shows the high-level scoring:

Functionality Evaluation Sub-Category	Weighting
Financing and Capital Plan	40
Business and Operational Plan	40
Environmental Plan and Due Diligence	20

15.2 PPP Fee Offer and Specific Goals

15.2.1 PPP Fee Offer or Price Determination

15.2.1.1 Under the PPP Agreement, the PPP fee income to GDEnv shall be, as per the schedule set out in Annexure 4 – PPP Fee Offer, the higher of:

- the Minimum PPP Fee indicated in Annexure 4 – PPP Fee Offer increased annually by CPIX; or
- the Variable PPP Fee (a flat percentage of gross revenue earned by the private party in each project year).

15.2.1.2 Please note: GDEnv will not consider a minimum fixed rental PPP fee of less than R80 000 per month in the first full year of operations and R90 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its PPP fee offer.

15.2.1.3 Each PPP Fee Offer will be inspected by GDEnv's financial and legal advisors to verify that it has been submitted in the form corresponding to the requirements set out in Annexure 4 – PPP Fee Offer. A PPP Fee Offer that does not conform to the requirements of Annexure 4 – PPP Fee Offer may result in disqualification of the bid.

15.2.1.4 The points for the PPP Fee Offer are calculated using the prescribed price formula in the regulations to the PPPFA, 2022. The maximum points will be awarded to the qualified bidder which makes the highest PPP Fee Offer and the remaining points being allocated pro rata to the remaining qualified Bidders.

15.2.1.5 GDEnv reserves the right not to award the Bid in the unlikely event that one or more Bids are received, and the PPP Fee Offer does not meet GDEnv's minimum requirements.

15.3 90/10 Preference Point System Evaluation

15.3.1 The applicable preference point system for this tender is the 90/10 preference point system.

i) A maximum of 90 points is allocated for price on the following basis:

= **"90/10**

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Ps = Points scored for price of tender under consideration

Pt = PPP Fee Offer under consideration

Pmin = Price of lowest acceptable tender"

15.3.2 Points Awarded for Specific Goals

15.3.2.1 A maximum of 10 points will be awarded for Specific Goals.

15.3.2.2 In terms of Regulation 5(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 Schedule 7 (B-BBEE Obligations).

15.3.3 GDEnv will evaluate the bidder's B-BBEE proposal (details of the format and information required are in Annexure 3)

15.3.3.2Annexure 3 – ***B-BBEE Obligations***) and will allocate scores according to the

methodology and weightings in the B-BBBEE scorecard in Annexure 3.

15.3.3.3 B-BBEE is scored out of 111 points and the minimum threshold a bidder must score is 80 points.

15.3.4 Objective criteria

In an effort for GDEnv to ensure meaningful participation of Black Women, Youth and Local Communities to the commercial activities and opportunities in the Suikerbosrand Nature Reserve, GDEnv reserve a right to appoint a bidder who has made commitments that fully comply with the Specific Goals for Black Women, Youth and Local Communities as set out in Annexure 3 (B-BBEE Obligations), even if such bidder scored highest points in term of price and preference.

16 SIGNATURE AND EFFECTIVENESS OF PPP AGREEMENT

16.1 The Private Party will be sent a letter of award to notify them that they are the preferred Bidder for the opportunity. Subsequent to the receipt of this letter, the Private Party will have **[4]** weeks to clarify any outstanding issues regarding the PPP Agreement. Thereafter, GDEnv will provide the Private Party with final PPP Agreement, whereupon the Private Party will have **[4]** weeks from receipt of the Final PPP Agreement to sign and submit it to GDEnv to be countersigned. Failure to meet any of these timelines may result in cancellation of the award to the preferred Bidder. In such cases, GDEnv reserves the right to award the contract to the reserve Bidder.

16.2 The PPP Agreement becomes legally binding and enforceable from the Signature Date.

16.3 There will be no PPP Fees payable before the Operations Commencement Date, which is defined in the PPP Agreement.

17 BOND (BID AND PERFORMANCE BOND)

17.1 At the time of submitting its Bid, each Bidder must submit a single Bond (**"Bid Bond"**) payable to GDEnv in the format prescribed in Annexure 7 - Acceptable wording of bid and performance bond.

17.2 The Bid Bond is for the amount of R500 000.00

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

17.4 Bonds must be valid from Bid Submission until the expiry of the PPP Agreement.

17.5 The Bonds of all Bidders other than the Winning Bidder shall be returned to them following signature by GDEnv of the PPP Agreement. Money paid into the GDEnv's account will be paid back to the Bidder after an original letter to the bank account was received from the Bidder.

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

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

17.6.2 The withdrawal or modification of its Bid during the period of validity.

17.6.3 Any default or breach by the Private Party during the term of the agreement; and

17.6.4 Any event caused by the Private Party that resulted in losses to GDEnv.

17.6.5 The Bond shall be callable upon first demand by GDEnv in the event that one or more of the circumstances described at Paragraph 17.6 above has occurred. Forfeiture of the Bond shall not preclude GDEnv from pursuing any other remedies it may have against the Bidder under the laws of South Africa.

17.7 **Please note:** the Bid Bond will at the election of the Preferred Bidder be replaced by a Performance Bond once operation commences to the amount equal to R500,000.00 (VAT excl.) and will be increased annually on 1 April with CPI.

17.8 At the time of submitting its Bid, each Bidder must submit a letter to GDEnv in the format prescribed in Annexure 7 - Acceptable wording of bid and performance bond

18 BID TIMETABLE

18.1 The Tender shall take place in accordance with the timetable set out in this Paragraph 19.1. GDEnv reserves the right to modify the timetable at any time. GDEnv shall not incur any liability whatsoever in exercising any rights in this Paragraph 19.1 or otherwise granted in this RFP or available under the laws of the Republic of South Africa.

18.2 Indicative Bid Timetable:

EVENT	INDICATIVE DATE
Public Advertisements	21 August 2026
Provide Information Memorandum, RFP and PPP Agreement and Schedules to Interested Parties	21 August 2026
Registration of Interested Bidders for Bidders Conference and Site Visit	24 August 2026
Bidders Conference (At Suikerbosrand Nature Reserve)	16 September 2026
Due Diligence Site Access Period	21 September – 16 October 2026
Submission of final written comments and questions by Bidders	23 October 2026
Distribute final list of responses on Bidders' comments and questions	30 October 2026
Tender Submissions	23 November 2026

19 FURTHER INFORMATION

19.1 All enquiries and requests for further information in respect of the RFP must be in writing, and directed to GDEnv at the following address:

GAUTENG DEPARTMENT OF ENVIRONMENT

Dr Claire Ntshane
Project Manager: GDEnv Suikerbosrand Nature Reserve Concession Tender
Umnotho House
56 Eloff Street
Marshalltown
Johannesburg
2000
Tel: 081 312 4035
E-mail: claire.ntshane@gauteng.gov.za

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

20 ANNEXURE 1A – QUALIFICATION SUBMISSIONS

20.1 Financial Requirements

20.1.1 The Bidder (and in case of an unincorporated joint venture, the joint venture partners) shall submit the following economic and financial documentation:

20.1.2 audited financial statements corresponding to the last three (3) years;

20.1.3 annual reports for the last two (2) years;

20.1.4 the Net Asset Value of the interested party must be at least R10 million. If the Bidder is a consortium or joint venture, it must demonstrate financial strength with reference to the asset value of its partners / shareholder in proportion to their shareholding;

20.1.5 the bidder must demonstrate to GDEnv that they have sufficient cashflow fund at least three months operational expenditure of the concession;

20.1.6 the bidder must demonstrate, to GDEnv's satisfaction, that it (or in the case of a consortium or joint venture, its partners / shareholders) is solvent. A letter from a qualified auditor confirming that the asset value exceeds the stipulated amount, and the bidder is solvent, must be provided in this regard.

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

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

20.2 Tourism Track Record

20.2.1 Refer also to the Annexure 2 Functionality Evaluation Schedule relevant sections for the information and proof required for the tourism track record.

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

21 ANNEXURE 1B – INFORMATION ON BIDDERS

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

21.1 Special purpose vehicle constitutional information

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

- The name, address, telephones and fax numbers of Bidder, and the trading name of the Bidder if different from the registered name.
- Directors/Partners/Trustees and their responsibilities.
- Place of registration.
- Registration number.
- Memorandum and Paragraphs of Association (or equivalent constitutive documents).
- Shareholders Agreement/Partnership or Joint Venture Agreement/Trust Deed.
- 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.

21.1.2 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 GDEnv to prevent or restrain the Tender or any proceedings related to it. However, such waiver shall be without prejudice to the right of a disqualified or losing Bidder to question the lawfulness of their disqualification or the rejection of its Bid by appropriate administrative or judicial processes not involving the issuance of a writ or injunction or prohibition or restraining order.

22. ANNEXURE 2 – FUNCTIONALITY COMPONENT REQUIREMENTS, WEIGHTING AND SCORING SCHEDULE & RISK SCHEDULE

22.1The Bidder should provide the information required as per the below Functionality schedule:

22.1.1 The Bidder should ensure it has responded as per the format and order required for each element and sub-element of the Functionality Schedule in the manner prescribed, i.e. undertaking, detailed plan, detailed description, additional proof or reference documents, etc. Should GDEnv not find the information it will be regarded as not submitted and scored zero (0).

22.1.1 The Bidder should note the weightings, sub-weightings and total maximum score applied in compiling its bid offer.

Functionality Schedule:

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
1.	**FINANCIAL & CAPITAL PLAN**			**40**
1.1	**Bidding Entity's Existing Business Finances**		**10%**	
1.1.1	A recent auditor's report confirming that all the members of the Bidder are solvent and liquid; if a member of the Bidder does not produce audited financial statements, it must produce a notarised statement of assets	Fully = 100% Partially = 50% Not at all = 0	**10%**	
1.2	**Bidding Entity's Financial & Capital Plan**		**90%**	
1.2.1	Capital plan indicating the amount of capital needed, where it will come from (own capital, grants, loans), and the expected amount and terms (interest rate, repayment period, security) of any proposed loans. Specify whether the necessary financing has been secured, and provide appropriate proof	Fully = 100% Partially = 50% Not at all = 0	**30%**	
1.2.2	Confirmation of funding within 150 days from the date on which the email with this letter notifying you of such was sent by GDEnv	Fully = 100% Partially = 50% Not at all = 0	**30%**	
1.2.3	Cash flow forecast (net of VAT) for the proposed term (number of years) of the PPP agreement. ***See suggested spreadsheet format below.***	Excellent = 100% Reasonable = 50% Poor = 0	**30%**	
2.	**BUSINESS AND OPERATIONAL PLAN**			**40**
2.1	**Bidding Entity's Existing Business**		**40%**	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
2.1.1	**Status of the Bidding Entity(s)**		**10%**	
a)	Bidding entity (or the various entities that will comprise the SPV) registered and established business for the minimum period specified in this RFP	Fully = 100% Partially = 50% Not at all = 0	2.5%	
b)	Bidding entity (or the various entities that will comprise the SPV) purpose and objectives that are aligned to and supportive of the Concession's business	Fully = 100% Partially = 50% Not at all = 0	2.5%	
c)	Bidding entity's (or the various entities that will comprise the SPV) products and services aligned to the Concession's business	Fully = 100% Partially = 50% Not at all = 0	5%	
2.1.2	**Bidding Entity(s) Existing & Past Operations** **(*in this section the Bidder must clearly indicate why its current operations are a "best" fit for the Concession*)**		**5%**	
a)	Number of years active operations with tourism facilities and services relevant to the Concession's business	5+years = 100% 5 years = 75% 3-5 years = 50% 1-3 years = 25% 1 year and less = 0	1.5%	
b)	Size of existing and past operations with tourism facilities and services (revenue and capacity – expressed either in number of facilities/establishments or number of beds)	Large/High (Revenue above R125 million pa and 8+ facilities) = 100% Good/Acceptable (Revenue of R75 to R125 million pa and 5-7 facilities) = 75% Medium (Revenue of R40 to R75 million pa & 3-5 facilities) = 50% Limited (Revenue of R20 to R40 million pa & 2 facilities) = 25% Small/Low (Revenue<R20 million pa and 1 facility) = 0	1.5%	
c)	Geographic location(s) of existing and past operations with tourism facilities and services	More than five = 100% Three to Five = 75% Two = 50% One = 25%to Few = 75%	0.50%	
d)	Type and range of tourism facilities and services by location	More than five = 100% Three to Five = 75% Two = 50% One = 25%to Few = 75%	0.50%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
e)	Type and range of tourists/guests/visitors (domestic and foreign) handled at tourism facilities and split thereof	Extensive = 100% Reasonable = 50% Poor = 0	1%	
2.1.3	**Proven Tourism Track Record of Bidding Entity(s)**		**10%**	
a)	Number of years' experience in tourism facilities and markets relevant to the Concession's business	5+years = 100% 5 years = 75% 3-5 years = 50% 1-3 years = 25% 1 year and less = 0	2.5%	
b)	Proven extent of knowledge of tourism facilities and services relevant to the Concession's business (provide proof)	Extensive = 100% Reasonable = 50% Poor = 0	2.5%	
c)	Extent of active memberships of relevant tourism organisations and associations (provide proof)	Extensive = 100% Reasonable = 50% Poor = 0	2.5%	
d)	Extent of awards and ratings in elements relevant to the Concession business (provide proof). This includes TGCSA and other ratings organisations relevant to the Concession's business	Extensive = 100% Reasonable = 50% Poor = 0	2.5%	
2.1.4	**Bidding Entity(s) Past and Current Marketing Experience**		**7.5%**	
a)	Bidding entity's existing client base and market penetration. Please note that this is more than indicating handling of domestic and foreign visitors but also the specific source markets and levels of penetration	Extensive = 100% Reasonable = 50% Poor = 0	1%	
b)	Existing plans and knowledge of the tourism market including existing relationships with tour operators and travel trade (include references). Particularly of importance here is showing experience in the trade that are reflective of the Concession's business	Extensive = 100% Reasonable = 50% Poor = 0	1%	
c)	Bidding entity's current marketing programmes and relevance to Concession's business. Please provide examples of programmes, markets targeted, and results achieved	Excellent = 100% Reasonable = 50% Poor = 0	1%	
d)	Bidding entity's current marketing channels. Please provide examples of channels that are relevant to the Concession's business and an indication of the strength of marketing channels and extent of business attracted by channel	Excellent = 100% Reasonable = 50% Poor = 0	1%	
e)	Bidding entity's current rates and discounting strategies. Please provide an indication of strategies that are relevant to the concession's business and potential source markets. Please also provide an indication of the success of current pricing strategies.	Excellent = 100% Reasonable = 50% Poor = 0	1%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
f)	Bidding entity's existing guest relations systems. Please provide an indication of systems that are relevant to the concession's business.	Excellent = 100% Reasonable = 50% Poor = 0	1%	
g)	Bidding entity's existing reservations and bookings systems. Please provide an indication of systems that are relevant to the concession's business and information of how the systems work across platforms, channels and establishments.	Excellent = 100% Reasonable = 50% Poor = 0	1.5%	
2.1.5	**Bidding Entity(s) Existing and Past Operating Standards and Quality**		**5%**	
a)	Proven experience in developing and implementing quality and standards operations and procedures in relevant tourism facilities. Provide policies and manuals where available and particularly those that are relevant to the Concession's business. Also link to 2.1.2 (c and d) in respect of quality management programmes your organisation prescribes to. If these are internal systems, please provide information of how the system work and the success thereof in maintaining quality standards.	Excellent = 100% Reasonable = 50% Poor = 0	5%	
2.1.6	**Bidding Entity(s) Existing and Past Staff Operations**		**2.5%**	
a)	Indication of current and past management and staff structures relevant to the Concession's business. Particularly show the structures for similar facilities and what is considered best practice	Fully Applicable = 100% Somewhat Applicable = 50% Not applicable = 0	0.5%	
b)	Number of current and past management and staff positions relevant to the Concessions business	Extensive = 100% Reasonable = 50% Poor = 0	0.5%	
c)	CVs and qualifications of existing key shareholders, management and staff	Excellent = 100% Reasonable = 50% Poor = 0	1.5%	
2.2	**Future Operational Vision & Plan for Concession**		**60%**	
2.2.1	**Plan for Future Products/Facilities/Activities**		**10%**	
a)	Detailed plan describing the range, type and grading of products/facilities to be offered for the Concession with particular focus on improving facilities to maintain or grow specific markets and/or improving the ability of the Concession to compete not just in the SNR and surroundings but across the country and Africa. This plan should clearly articulate the style and ambiance planned for the Concession and how it will be distinguished from other facilities in the competitive market (not just in SNR but further afield).	Excellent = 100% Reasonable = 50% Poor = 0	5%	
b)	Detailed plan describing the range and type of activities and services to be offered for the Concession with particular focus on innovative approaches that will maintain and improve guest attraction and satisfaction. This plan should articulate how activities and services will complement the product planned and how it will be	Excellent = 100% Reasonable = 50% Poor = 0	5%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
	used to distinguish this facility from the competitive market.			
2.2.2	**Plan for markets and marketing for the Concession**		**10%**	
a)	Detailed plan describing target markets (geographical, income, nature of the activity, etc.) indicating diversification and penetration strategies. The market demand plan should indicate which target markets will be targeted by year and timing within the year and how the target markets relate to the product/activities plan specified in 2.2.1. Ultimately the plan needs to show how the selected target markets will drive optimum demand performance.	Excellent = 100% Reasonable = 50% Poor = 0	2.0%	
b)	Detailed plan describing marketing activities. This plan should include clear indication of market programmes, marketing tools to be used, if tools and programmes differ by target market, what activities will be used specifically for this concession as opposed to group marketing activities. The activities should also indicate loyalty programmes if these are to be used by the Bidder. The plan should also indicate how marketing activity performance will be assessed using research as per 2.2.2e. Ultimately the marketing activities need to achieve optimum demand performance for the Concession.	Excellent = 100% Reasonable = 50% Poor = 0	2.0%	
c)	Detailed plan describing branding of Concession. This plan should include the branding if the Concession is part of a portfolio as well as the individual branding for this facility. The plan should also indicate how branding value will be assessed in 2.2.2e.	Excellent = 100% Reasonable = 50% Poor = 0	2.0%	
d)	Detailed plan describing rates, occupancy and yield management. This should indicate rate growth strategy over time and between seasons; how additional revenues will be generated; the occupancy in low and high season and how different markets will be targeted in respect of price and occupancy. The plan should show how the bidder plan to achieve optimum rates and occupancy for the Concession.	Excellent = 100% Reasonable = 50% Poor = 0	2.0%	
e)	Detailed plan for ongoing market research including competitive analysis, market surveys, guest surveys, etc. The research plan should indicate what activities will be done when over the contract period as well as what activities are part of portfolio research and what is specific to the Concession.	Excellent = 100% Reasonable = 50% Poor = 0	2.0%	
2.2.3	**Customer Relations**		**2.5%**	
a)	Detailed plan for guest feedback system, including guest surveys for positive and negative feedback. This should reflect back to 2.2.2e as well as indicate how the customer relations information will be used.	Excellent = 100% Reasonable = 50% Poor = 0	1.25%	
b)	Detailed bookings/reservations plan. This should reflect back to 2.2.2b. It should clearly indicate what systems/platforms are to be used for the Concession and how these fits into a greater portfolio system if this exists.	Excellent = 100% Reasonable = 50% Poor = 0	1.25%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
2.2.4	**Demand and Financial Viability**		**8.0%**	
a)	Feasibility plan for revenue by department. This should tie into the rates, occupancy and yield management plans specified in 2.2.2d. The plan should indicate by year of contract the base of the revenue (viz. rate and usage levels). The revenue plan should indicate the basis of revenue indicators and whether it is market related. The Feasibility plan for revenue should include sensitivity testing. The Bidder should clearly indicate in this feasibility plan how its plan for product development, marketing, etc will drive optimum revenues.	Excellent = 100% Reasonable = 50% Poor = 0	4%	
b)	Feasibility plan for departmental profits and Gross Operation Profit. This should tie into the rates, occupancy and yield management plans specified in 2.2.2d. The plan should indicate by year of contract the base of the departmental profits and GOPs and how it relates to market norms. The Feasibility plan for profits should include sensitivity testing. The Bidder should clearly indicate in this feasibility plan how its plan for product development, marketing, etc will drive optimum profit levels.	Excellent = 100% Reasonable = 50% Poor = 0	2%	
c)	Feasibility plan for departmental costs and overheads. The plan should indicate by year of contract the base of the costs and overheads how it relates to market norms. The Feasibility plan for costs/overheads should include sensitivity testing.	Excellent = 100% Reasonable = 50% Poor = 0	2%	
2.2.5	**Operating standards**		**2.5%**	
a)	Proposed Operating Standards for the Concession including an operations and procedures manuals outline. The operating standards procedures should be compliment and align to the products and activities plan.	Excellent = 100% Reasonable = 50% Poor = 0	2.5%	
2.2.6	**Food & Beverage Offering**		**3.0%**	
a)	Provide a plan on food philosophy – values/commitment to freshness and uniqueness; Food variety – range of options for example vegetarian/non-vegetarian, choice of meats, choice of courses, Health Options, Halaal, Vegan, etc and menu planning. The plan should include food cost of sales and pricing planning. The plans should provide for variety but also innovation to ensure the dining options complement the level and style of product and appeal to target markets to ultimately achieve optimum rates.	Extensive / Innovative = 100% Reasonable = 50% Poor = 0	1.5%	
b)	Provide a plan for Beverage Variety – including soft drinks (fresh and bottled), wine lists, spirits, etc. The plan should include cost of sales and pricing planning.	Extensive / Innovative = 100% Reasonable = 50% Poor = 0	0.5%	
e)	Provide a plan for dining ambiance, dining venue variety (bush dinners, boma dinners, sundowners, etc). Innovate ideas to distinguish from other concessions and competitive facilities are encouraged.	Extensive / Innovative = 100% Reasonable = 50% Poor = 0	1.0%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
2.2.7	**Health and Safety Planning**		**3.0%**	
a)	Hygiene audits – The Bidder agrees to undertake at least 4 hygiene audits a year performed by a hygiene audit supplier with an ISO 17025 accreditation. The Private Operator agrees to address issues outlined in the hygiene audit findings report and will agree to achieve at least 75% on all audit results. The full report of hygiene audits will be submitted to GDEnv for record and monitoring compliance. Bidder also agrees to co-operate with GDEnv in compilation of Health & Safety monitoring checklist which is to be used in continuous monitoring of the health and safety of Concession.	Agree – 100% Disagree – 0	0.75%	
b)	Emergency evacuation plans. To be provided as part of the design plans specified in 2.2.8.	Excellent = 100% Reasonable = 50% Poor = 0	0.75%	
c)	Waste management/recycling plan including a cleaning procedures and products plan. To be provided as part of the design plans specified in 2.2.8.	Excellent = 100% Reasonable = 50% Poor = 0	0.75%	
e)	Safety procedures plan, with specific reference to managing the safety of guests and staff. To be provided as part of the design plans specified in 2.2.8.	Excellent = 100% Reasonable = 50% Poor = 0	0.75%	
2.2.8	**Bidder's Concession Development Plan**		**8.0%**	
a)	Facility style, standard and design plan. This plan should clearly link back to the product and facility planning in 2.2.1.a. The plan should provide actual designs, style boards and layout plans. This is required even if the footprint is not altered. It should clear articulate what is innovative and different and what is needed to ensure optimum rates and occupancies for the target markets. Essentially the design should be the best use of the assets for both GDEnv and the Concessionaire's benefit.	Excellent = 100% Reasonable = 50% Poor = 0	3.0%	
b)	Infrastructure Development Plan. This plan should provide details on building and refurbishment of all infrastructure including but not limited to internal roads, bridges, sewerage systems, energy provision solutions, water storage and treatment systems, wastewater treatment systems, water drainage systems, WIFI, boreholes (if appropriate), on site back up infrastructure services, etc.	Excellent = 100% Reasonable = 50% Poor = 0	3.0%	
c)	Capital expenditure plan. This should link to the design plan in 2.2.8.a and the infrastructure plan in 2.2.8.b, and for the basis of the capital plan in 1.2.1a. It should show the expenditure at the start of the Concession contract period and over time. It should clear articulate what is needed to keep the Concession facility in a condition that could achieve optimum rates and occupancies.	Excellent = 100% Reasonable = 50% Poor = 0	2.0%	
2.2.9	**Proposed organisational and staffing structures**		**8.0%**	
a)	Proposed management structure and policies including details of management positions, employment policies and recruitment policies. Particularly indicate key staff	Excellent = 100% Reasonable = 50%	1.5%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
	qualifications and how succession will be planned. Particularly relate this plan back to the B-BBEE Scorecard.	Poor = 0		
b)	Staffing plan, including details of numbers of permanent and part-time staff, recruitment policies, employment policies and socio-economic goals with employment. Particularly relate this plan back to the B-BBEE Scorecard.	Excellent = 100% Reasonable = 50% Poor = 0	1.0%	
c)	Staff payment plans, including salaries by level/position, incentives and bonuses and other benefits. Payment plans should indicate salary bands for positions and likely increases over time of the contract. The plans should also show a benchmark of the salaries to similar facilities in the SNR or surrounds.	Excellent = 100% Reasonable = 50% Poor = 0	1.5%	
d)	Training and transfer of knowledge/expertise plans. Particularly relate this plan back to the B-BBEE scorecard training and development specifications. The plan should cover training by level of staff and broad type of positions, including the type and frequency of training. The plan should also indicate if training is within the group or provided by an external supplier and if qualifications/certifications would be provided for training. The plan should clearly articulate what training is to be provided to enhance the service and operations of the Concession.	Excellent = 100% Reasonable = 50% Poor = 0	1.0%	
e)	Proposed disciplinary procedures. The plan should include clear procedures by type of disciplinary cause as well as the proposed remedy and timing for remedy.	Excellent = 100% Reasonable = 50% Poor = 0	0.5%	
f)	Staff Transport Plans. This plan needs to be connected to the staff housing plan in 2.2.2.9.g. The transport plan needs to indicate the number of staff to be transported, the type of transport and the time of transport. It should also reflect where transport goes to on leaving the SNR. The purpose of the plan is to balance transport, and housing needs to ensure overall better service to guests but also working conditions for the staff.	Excellent = 100% Reasonable = 50% Poor = 0	1.0%	
g)	Staff Housing (including design). The plan particularly needs to indicate how staff housing will be improved (not just in rooms but also in staff public areas for staff in the housing area and in the concession area) in both quality and quantity. If housing is to be provided off-site (outside of the SNR) please include this in the plan and connect to the transport plan in 2.2.9.f. The purpose of this plan together with the transport plan is to improve the working conditions of the staff whilst at the same time balancing out the needs of guest service.	Excellent = 100% Reasonable = 50% Poor = 0	1.0%	
h)	HIV Aids Policy	Excellent = 100% Reasonable = 50% Poor = 0	0.5%	
2.2.10	**Systems and Procedures Plans**		**2.5%**	
a)	Information Technology and Digital Innovation Systems and Policies Plan. This plan should link back to the bookings and reservations systems and plan in 2.2.3. The plan should include integrated operations	Excellent = 100% Reasonable = 50% Poor = 0	2%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
	(financial, staff, technical) and marketing/reservations systems.			
b)	Procurement policy plan. This plan should link to financial plans and pricing policies. It should also link to the B-BBEE Scorecard.	Excellent = 100% Reasonable = 50% Poor = 0	0.25%	
c)	Banking and payment procedures and policies plan (including payments received and made). This should link to the integrated IT systems as well as the procurement policy.	Excellent = 100% Reasonable = 50% Poor = 0	0.25%	
2.2.11	**Maintenance Plan**		**2.5%**	
a)	Detailed corrective, preventative and maintenance system and plan over the Concession period including the following: interior maintenance (extractor cleaning processions, air-conditioners, compressors, furniture and fittings, electrical maintenance, appliances, electrical light fittings, ceilings, sanitary ware, tiling, plastering, painting, tiling, geysers, etc), exterior maintenance within the Concession area (roads, bridges, sewerage systems, water drainage systems, etc). This plan should link to the design plan in 2.2.8.	Excellent = 100% Reasonable = 50% Poor = 0	2.5%	
3	**ENVIRONMENTAL PROPOSAL**			**20**
3.1	**Environmental Responsibility**		**8%**	
3.1.1	The Bidder acknowledges that GDEnv has an active role to play in Responsible Tourism and expects the same from Private Parties that operates in the Nature Reserve. GDEnv subscribes to the minimum standard of Responsible Tourism (SANS 1162) and expects the same from Private Parties that operates commercial outlets in the Nature Reserve. The Bidder must include a statement as part of their Environmental Proposal, confirming that they will comply with the minimum standards of Responsible Tourism (SANS 1162).	Provided = 100% Not provided = 0%	2.0%	
3.1.2	The Bidder to provide a plan as part of their Environmental Proposal, which details how they will conduct, manage and carry out the Concession Opportunity at all times in an Environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Concession Opportunity in a protected area.	Excellent = 100% Reasonable = 50% Poor = 0	3.0%	
3.1.3	The Bidder to provide a plan as part of their Environmental Proposal showing that they will take all reasonable steps in conducting of the Concession Opportunity to prevent and limit the occurrence of any Environmental or health hazards and to ensure the health and safety of the Private Parties and the public. The plan should take into consideration the requirement as detailed in the Health and Safety Plan as per section 2.2.7.	Excellent = 100% Reasonable = 50% Poor = 0	3.0%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
3.2	**Regulations**		**8%**	
3.2.1	The Bidder must comply with all Environmental Regulations and Guidelines for GDEnv and South Africa, and any amendments thereto. The Bidder must include a statement as part of their Environmental Proposal.	Provided = 100% Not provided = 0%	3.0%	
3.2.2	The Bidder to provide a plan as part of their Environmental Proposal, which details how they propose to comply with its statutory duties in terms of the Environmental Laws and to take reasonable measures to prevent pollution or degradation from occurring, continuing or recurring or, in so far as such harm to the Environment is authorized by GDEnv, to minimize and rectify such pollution or degradation of the Environment.	Excellent = 100% Reasonable = 50% Poor = 0	5.0%	
3.3	**Environmental Impact**		**8%**	
3.3.1	Confirmation that all legislative requirements including Environmental Impact Assessment (EIA), or Basic Assessment (BA) requirements are understood and will be complied with, including bringing to the attention of GDEnv any matter which may, in its view, have a detrimental impact on the Environment within Concession Precinct Area and the Protected Area. The confirmation must be provided in the Environmental Plan.	Provided = 100% Not provided = 0%	8.0%	
3.4	**Code of Conduct**		**8%**	
3.4.1	The Bidder undertakes as part of their Environmental Plan, to regularly induct all staff employed on the SNR's Environmental Code of Conduct. This should form part of the training specified in section 2.2.9(d).	Provided = 100% Not provided = 0%	4.0%	
3.4.2	The Bidder to provide a statement as part of their Environmental Plan, that confirms that they understand and will comply with the SNR's Environmental Code of Conduct.	Provided = 100% Not provided = 0%	4.0%	
3.5	**Solid Waste Management**		**8%**	
3.5.1	The Bidder shall provide Solid Waste Management Plan and Policies. The Bidder undertakes to manage all waste that is generated in such a way that direct and indirect impacts are kept to a minimum.	Excellent = 100% Reasonable = 50% Poor = 0	4.0%	
3.5.2	The Bidder undertakes to manage liquid waste in accordance with national and local legislation requirements.	Provided = 100% Not provided = 0%	1.0%	
3.5.3	The Bidder undertakes to achieve Solid Waste Management Best Practices which implies the following: • Manage solid waste from source to disposal (use of green bags for recycle	Provided = 100% Not provided = 0%	1.0%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
	waste and black bags for non-recycle waste as per SNR Waste management system). • Strive to eliminate non-recyclable or hazardous packaging or containers at the procurement phase;			
3.5.4	The Bidder undertakes not to dump and/or dispose of waste anywhere other than at the authorised waste site as per the SNR's Waste Management System or as otherwise authorised by GDEnv.	Provided = 100% Not provided = 0%	1.0%	
3.5.5	The Bidder undertakes to include the following policies in their waste management plan: • Green Procurement Policy: This policy defines the procedures that the Bidder will implement to ensure that all produce, containers and packaging comes from suppliers that under-write environmental principles, and that waste be recyclable as far as possible; • Hazardous Waste Policy: The Hazardous Waste Policy defines procedures that the Bidder will implement to manage any hazardous waste, to ensure that it is firstly minimized, but also that it is stored and discarded in a safe and legal way.	Provided = 100% Not provided = 0%	1.0%	
	Note: The Bidder should refer to the Information Memorandum for more detail in relation to Solid Waste Requirements.			
3.6	**Liquid Waste Management (sewerage and grey water)**		**7%**	
3.6.1	The Bidder shall provide Liquid Waste Management Plan and Policies. Liquid waste must be managed to ensure that direct and/or indirect impacts are kept to a minimum.	Excellent = 100% Reasonable = 50% Poor = 0	1.0%	
3.6.2	The Bidder undertakes to manage liquid waste in accordance with national and local legislation requirements.	Provided = 100% Not provided = 0%	1.0%	
3.6.3	The Bidder undertakes to achieve Liquid Waste Management Best Practices.	Provided = 100% Not provided = 0%	1.0%	
3.6.4	The Bidder undertakes to design management techniques to be both economically viable and environmentally sustainable.	Provided = 100% Not provided = 0%	1.0%	
3.6.5	The Bidder undertakes to implement waste procedures that optimize the principles of waste reduction and waste recycling and ensures that the end product does not pollute the environment.	Provided = 100% Not provided = 0%	1.0%	
3.6.6	The Bidder undertakes to install a grease trap for: • Pot and Rinse Sinks attached to Dish Washers;	Provided = 100% Not provided = 0%	1.0%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
	• Fixtures or drains through which significant amount of fats, oils or grease may be introduced; • Soup Kettles or similar devices; • All sinks that are used to clean any dishes, pots, pans or cooking utensils.			
3.6.7	The Bidder undertakes to implement processes and procedures which stipulates the following: • Kitchen staff should inspect grease traps and interceptors at least monthly and maintain a log sheet of each trap inspection detailing condition of the trap and any maintenance activity; • that grease traps are cleaned when 25% of the liquid level of the trap is grease or oil; and • That waste recovered from the grease traps be removed from the nature reserve and disposed of at an authorized facility.	Provided = 100% Not provided = 0%	1.0%	
	Note: The Bidder should refer to the Information Memorandum for more detail in relation to Liquid Waste Requirements.			
3.7	**Water Management and Guidelines**		**7%**	
3.7.1	The Bidder undertakes to provide a Water Management Plan and Policies, to implement water conservation measures in the design and implementation of their operations comprising of: • Monitor the use of water; • Educate staff via on-site notices on the use of water; • Set water usage targets (monitored weekly/monthly) and manage these targets; • Aim to avoid accidental loss through effective maintenance, installing quality storage and reticulation systems and implementing leak detection systems. *Note: The Bidder should refer to the Information Memorandum for more detail in relation to Water Management and Guidelines.*	Excellent = 100% Reasonable = 50% Poor = 0	7.0%	
3.8	**Chemical Substances**		**6%**	
3.8.1	The Bidder (including staff of the Bidder) undertakes to not sell or use any of the chemicals that are banned from use in the Nature Reserve (as determined by any Environmental Manager in Nature Reserve). The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	2.0%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
3.8.2	The Bidder acknowledges that all chemicals listed as “Prohibited” may not be brought into, sold or used in the Nature Reserve. The products include items such as Rattex, Finale, Dyant, Doom and Target (an extensive list is available from the Project Officer). The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	1.0%	
3.8.3	The Bidder undertakes to ensure safe storage and disposal of chemicals and their containers. The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	1.0%	
3.8.4	The Bidder undertakes to have a specific disposal system for toxic or other waste regarded as being dangerous under supervision of the Technical Services Department. The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	1.0%	
3.8.5	The Bidder undertakes to use environmentally friendly and biodegradable detergents and cleaning agents. The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	1.0%	
	Note: The Bidder should refer to the Information Memorandum for more detail in relation to Chemical Substances requirements.			
3.9	**Pest Control**		**8%**	
3.9.1	The Bidder undertakes to comply with the integrated pest management plan as provided by GDEnv. The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	3.0%	
3.9.2	Where and if required the Bidder undertakes to control bats as outlined in in the GDEnv Bat Management Plan. The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	2.5%	
3.9.3	The Bidder undertakes to make use of preferred pest control chemicals as outlined in the GDEnv Pest Control Report. The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	2.5%	
	Note: The Bidder should refer to the Information Memorandum for more detail in relation to pest control requirements.			
3.10	**Visual Impacts**		**8%**	
3.10.1	The Bidder must provide a description of all building materials they intend to use (where applicable) for all structures and obtain approval from GDEnv.	Excellent = 100% Reasonable = 50% Poor = 0	2.5%	
3.10.2	The Bidder must provide a description of efforts to minimise the visual impacts of the development, including lighting.	Excellent = 100% Reasonable = 50% Poor = 0	1.5%	
3.10.3	The Bidder must provide locations of lightning arrestors and radio masts (where applicable) and how the visual impacts of these will be minimised.	Excellent = 100% Reasonable = 50% Poor = 0	1.5%	
3.10.4	The Bidder must specifically outline how brand signage and colours will be mitigated to	Excellent = 100%	1.5%	

#	FUNCTIONALITY EVALUATION CRITERIA	SCORING	MAXIMUM SUBTOTAL / WEIGHTING	MAXIMUM TOTAL
	complement the environment (colours to be used to paint the train should be limited to maroon, dark green or beige.	Reasonable = 50% Poor = 0		
3.10.5	The Bidder undertakes to implement mitigation measures in order to reduce the visual impact in the nature reserve.	Provided = 100% Not provided = 0%	1.0%	
	Note: The Bidder should refer to the Information Memorandum for more detail in relation to Visual Impact requirements.			
3.11	**Monitoring**		**8%**	
3.11.1	The Bidder agrees to cooperate with GDEnv in compiling a monitoring checklist that encompasses all environmental conditions. The checklist would be used for auditing purposes and would be conducted once every 6 months.	Provided = 100% Not provided = 0%	2.0%	
3.11.2	The Bidder shall appoint an independent Environmental Control Officer (ECO) to perform quarterly audits, ensuring compliance with the environmental authorisation or any other relevant conservation aspects of managing the Concession.	Provided = 100% Not provided = 0%	3.0%	
3.11.3	The Bidder agrees that GDEnv will monitor, evaluate and score the operations (based on the line items in the checklist) and that a score of less than 85% for three (3) consecutive audits would imply material breach of the PPP Agreement.	Provided = 100% Not provided = 0%	3.0%	
3.12	**Energy Use**		**8%**	
3.12.1	The Bidder to provide a plan detailing how they intend to measure energy use and continuously aim to implement measures to reduce energy usage until optimal levels are reached. The plan should consider Industry Best Practice and indicate how the Bidder will future proof its solution for energy provision for the Concession period.	Excellent = 100% Reasonable = 50% Poor = 0	8.0%	
	Note: The Bidder should refer to the Information Memorandum for more detail in relation to Energy Conditions and Requirements.			
3.13	**Off Road Game Driving Provision**		**8%**	
3.13.1	The Bidder to provide a plan showing how they will undertake the game driving activities, considering all requirements specified in the Information Memorandum.	Excellent = 100% Reasonable = 50% Poor = 0	8.0%	
	Total functionality points			**100**
	Minimum threshold			**80**

22.2 Suggested Cashflow Spreadsheet format for point 1.2.3 of the Functionality Schedule:

This may be in a spreadsheet format of the Bidder's choice, but must at least present the following:

	Start-up R'000	Year 1 R'000	Year 2 R'000	Year 3 R'000	Year 4 R'000	Year 5 R'000	Year 6 R'000	Year 7 R'000
Cash inflows								
Owners' capital								
Loans received								
Grants received								
Cash from sales andother operating revenue								
Cash from othersources								
Total cash inflow (A)								
Cash outflows								
Project costs and start-up expenses								
Salaries, wages, andstaff costs								
All other operating costs and expenses								
Loan repayments								

22.3 Risk Matrix:

Please note that the wording of the risk must not be changed. The Bidder must populate the following columns for each risk:

Item	Risk Type	General description of risk	Project-specific risk	Risk Allocation: Private Party %	Risk Allocation : GDE %
1.	Capex over-run Risk	The possibility that the actual improvement costs will exceed projected costs			
2.	Default Risk	Risk associated with the non-compliance of the PPP agreement contractual obligation			
3.	EIA Risk	The risk that the EIA transfer required from DFFE from the current SPV holder to the new Concessionaire is not obtained or takes a longer than prescribed by DFFE			
4.	Environmental Risk	The risk of liability for losses caused by environmental damage arising during the improvement and operational phases of the concession and compliance with restriction on water and waste management.			
5.	Exchange Rate Risk	The possibility that the exchange rate fluctuations will impact on the viability of the concession			
6.	Financial Risk	The risk that Revenue, capex and opex are incorrectly projected, tax obligations may not have been fully taken into account or may change;			
7.	Financing Risk	The risk that the required capital may not be raised; loans may not be able to be repaid; fluctuating inflation, interest rates, and currencies may affect assumptions			
8.	Force Majeure Risk	The possibility that the occurrence of unexpected events beyond the control of either party affect both the			

		improvement and operation of the concession			
9.	Handover Risk	Risk that there are delays in the handover from the existing concessionaire or dispute			
10.	Inflation Risk	The possibility that the actual inflation rate may exceed the projected inflation rate			
11.	Infrastructure Risk	The risk that infrastructure leading to and within the concession is inadequate affecting both Improvements and operations to the concession.			
12.	Insolvency Risk	The possibility of insolvency of the Private Party			
13.	Insurance Risk	The risk of substantial increases in insurance premiums and/or costs related to excess payments. Underwriting risks associated with the concession operation and infrastructure			
14.	Interest Rate Risk	The possibility of interest rate fluctuations affecting the availability and cost of funding			
15.	Maintenance Risk	The possibility that the cost of maintenance exceeds the projected maintenance costs			
16.	Market, demand or volume Risk	The possibility that the market demand and rates for the service generated by the concession may be less than anticipated			
17.	Operating Risk	Factors impacting on the operating requirements of the concession and related expenditure			
18.	Planning Risk	The risk that the proposed concessionaire project plan is not achieved			
19.	Political Risk	The possibility of unforeseeable decisions and conduct by Government			

20.	Product improvement completion Risk	The risk that property improvements identified by the bidder cannot be completed on time			
21.	Regulatory Risk	The risk of changes in the authority governing the jurisdiction of the concession. (i.e. Increased involvement on local government) The possibility that the proposed use of the State Asset will not comply to the applicable legislation			
22.	Resource or input Risk	The risk of shortage and delays in the supply of resources to the concession			
23.	Safety Risk	The risk to guests, staff and suppliers associated with operating a concession within a protected conservation area.			
24.	Social Unrest Risk	Risk associated with civil unrest, strikes impacting operations and access to the concession			
25.	Tax Risk	The possibility that changes in applicable tax laws decrease the anticipated return on investment			
26.	Utilities Risk	The possibility that the utilities required for improvements and operation may not be available or delayed			

23 ANNEXURE 3 – B-BBEE OBLIGATIONS

23.1 B-BEE and Socio-Economic Transformation Objectives

23.1.1 GDEnv has developed the B-BBEE Project Scorecard which will be the basis for evaluation and allocation of points for bidders' commitments for the identified Specific Goals for the Project.

23.1.2 In designing the B-BBEE Project Scorecard, GDEnv had regard of the following policy framework and legislation:

23.1.2.1 Constitution of the Republic of South Africa;

23.1.2.2 Preferential Procurement Policy Framework Act;

23.1.2.3 B-BBEE Act;

23.1.2.4 B-BBEE Codes for PPPs;

23.1.2.5 Tourism Sector Codes;

23.1.2.6 National Treasury Toolkit for PPP;

23.1.2.7 National Treasury Guidelines on BEE;

23.1.2.8 National Development Plan;

23.1.2.9 GDEnv Commercialisation Strategy; and

23.1.2.10 GDEnv Beneficiation Scheme.

23.1.3 GDEnv's identified Specific Goals (B-BBEE and socio-economic transformation objectives) for this Project are informed by and seek to address the following challenges within the Tourism Sector:

23.1.3.1 structural economic imbalances within the Tourism Sector;

23.1.3.2 limited opening of the market for new entrants;

23.1.3.3 limited representation of Black People in higher management structures;

23.1.3.4 transformation taking place at a slow pace, particularly at an ownership level;

23.1.3.5 targets for procurement are in general not being met and minimal support to black-owned enterprises; and

23.1.3.6 other the challenges faced which include:

23.1.3.6.1 lack of skills and experience at an SMME level;

23.1.3.6.2 limitations of access to finance;

23.1.3.6.3 market access for SMMEs; and

23.1.3.6.4 limited procurement opportunities for SMMEs due to lack of partnership and collaboration between stakeholders.

23.1.4 These commitments will become binding in the PPP Agreement and Bidders will have an obligation to comply with the Bid Offer Compliance Targets for the duration of the PPP Agreement and will be required to demonstrate compliance in accordance with the monitoring and reporting obligations.

23.2 **B-BBEE and Socio-Economic Transformation Requirements**

23.2.1 Bidders, as part of Bid submission are required to prepare and provide a B-BBEE and socio-economic transformation proposal and/or commitment for achievement of the objectives identified in the B-BBEE Project Scorecard. Bidders are required to indicate their commitments in the "Bid Offer Compliance Target" column in the B-BBEE Project Scorecard as part of the Bidders B-BBEE and socio-economic transformation proposal.

23.2.2 In evaluating the Bids, the PPPFA 90/10 system will be applied, where 90 points will be allocated for Bidders Financial Proposal and 10 points will be allocated for Bidders compliance with the B-BBEE Project Scorecard.

23.2.3 Bidders will be evaluated on the basis of their B-BBEE, and socio-economic transformation proposal provided.

23.2.4 Bidder B-BEE and socio-economic transformation proposal must demonstrate how the Bid Offer Compliance Targets will be met in line with the timelines stipulated herein below.

23.3 B-BBEE Project Scorecard:

Element	Element weighting	Indicator	Measurement Category and Criteria	Weighting Points	Compliance Target	Bid Offered	Score
Ownership	**27**	Voting Rights	Exercisable Voting Rights in the entity as reflected by direct shareholding by Black People	4	30%		
			Exercisable Voting Rights in the entity as reflected by direct shareholding by Black Women	2	15%		
		Economic Interest	Economic Interest to which Black Shareholders are entitled	4	30%		
			Economic Interest to which Black women Shareholders are entitled	2	15%		
			Black Designated Groups;	3	3%		
			Black Participants in Employee Share Ownership Programmes;				
			Black People in Broad-Based Ownership Schemes;				
			Economic Interest to which Black New Entrants are entitled to	4	10%		
			Net Value	8	Subminimum 40%		
						Score out of 27	0
Management Control	**19**	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%		

Element	Element weighting	Indicator	Measurement Category and Criteria	Weighting Points	Compliance Target	Bid Offered	Score
			Black Executive Directors as a percentage of all Executive Directors	2	50%		
			Black Female Executive Directors as a percentage of all Executive Directors	1	30%		
		Other Executive Management	Black Executive Management as a percentage of all Other Executive Management	2	60%		
			Black Female Executive Management as a percentage of all Other Executive Management	1	30%		
		Senior Management	Black Employees in Middle Management as a percentage at all Middle Management	2	60%		
			Black Female Employees in Senior Management as a percentage of all Senior Management	1	30%		
		Middle Management	Black Employees in Middle Management as a percentage at all Middle Management	2	75%		
			Black Female Employees in Middle Management as a percentage of all Middle Management	1	38%		
		Junior Management	Black Employees in Junior Management as a percentage of all Junior Management	1	80%		
			Black Female Employees in Junior Management as a percentage of a	1	40%		
		All Employees	Black Employees as a percentage of all Employees (excluding Board and Executive Management)	1	70%		

Element	Element weighting	Indicator	Measurement Category and Criteria	Weighting Points	Compliance Target	Bid Offered	Score
			Black Female Employees as a percentage of all Employees (excluding Board and Executive Management)	1	50%		
						Score out of 19	0
Skills Development	**20**	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 sub-sectors as a percentage of Leviable Amount: - Accommodation; - Hospitality and related services; - Travel and related services	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 Leviable Amount.	3	0.3%		
		Learnerships, Apprenticeships, and Internships	Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total Employees.	8	3.5%		
			Number of Black Unemployed Learners participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a	4	3%		

Element	Element weighting	Indicator	Measurement Category and Criteria	Weighting Points	Compliance Target	Bid Offered	Score
			percentage of number of total Employees.				
						Score out of 20	0
Enterprise and Supplier Development	**40**	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 B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	4	15%		

Element	Element weighting	Indicator	Measurement Category and Criteria	Weighting Points	Compliance Target	Bid Offered	Score
			B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned based on the applicable BBBEE 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		
						Score out of 40	0
Socio-economic Development	**5**	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		
						Score out of 5	0
Total Points	**111**			**111**		***Score out of 111***	
Minimum Threshold						**80**	

23.4 B-BBEE and Socio-Economic Targets and Timelines

Timeline (Year)	Year 1	Year 5 – 25
Minimum B-BBEE Contributor Status Level	Level 4 to 1 (SPV B-BBEE Certificate based on the B-BBEE Project Scorecard)	Level 2 to 1 (SPV B-BBEE Certificate based on the B-BBEE Project Scorecard)

23.4.1 Bidder must be at least a level 4 Consolidated B-BBEE Certificate at the time of bid offering.

23.4.2 From year 3 (three) from the effective date of the PPP Agreement, the Bidder must attain at least a level 2 B-BBEE Contributor Status Level based on the B-BBEE Project Scorecard which must be maintained throughout the term of the PPP Agreement.

24 ANNEXURE 4 – PPP FEE OFFER

24.1 Important note to Bidders

24.1.1 Information on the PPP Fee Offer must be contained in Envelope 2 and is not to be submitted in Envelope 1 (with the functionality and B-BBEE proposals) and not be submitted on the USB drive.

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

24.1.2.1 Please note: GDEnv will not consider a minimum fixed rental PPP fee of less than R80 000 per month in the first full year of operations and R90 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its PPP fee offer.

24.2 Form of Letter

To: Gauteng Department of Environment

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

(a) the minimum PPP fee; and

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

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

MINIMUM PPP FEE OFFER	
Per Month (Excl VAT)	**Per Annum (Excl VAT)**

Please note: GDEnv will not consider a minimum fixed rental PPP fee of less than R80 000 per month in the first full year of operations and R90 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its 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 GDEnv.

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

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7*
Gross revenue (net of VAT)							
Percentage of gross revenue due as Variable PPP Fee (same for each year)							
PPP fee due Minimum PPP fee or Variable PPP Fee, whichever is greater							

* Adapt for the 25-year term of the PPP.

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

Signed: ____________________

Name: _____________________

Title: _______________________

25 ANNEXURE 5 - PPP AGREEMENT

25.1 The PPP Agreement accompanies the RFP as an attachment.

26 ANNEXURE 6 – BID COVER SHEETS

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

Bid for the commercial use of the Tourism Concession in the Suikerbosrand Nature Reserve through a PPP Agreement (ORIGINALS).

ENVELOPE 1: TECHNICAL PROPOSAL

Name of bidder:
Postal address:
Street address:
Telephone:
Cell phone:
Fax:
Contact person:
Email address:
Signature of bidder:
Date:
Capacity under which bid is signed:

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

Bid for the commercial use of the Tourism Concession in the Suikerbosrand Nature Reserve through a PPP agreement.

ENVELOPE 2: PPP FEE OFFER AND B-BBEE PROPOSAL

Name of bidder:

Postal address:

Street address:

Telephone:

Cell phone:

Fax:

Contact person:

Email address:

Signature of bidder:

Date:

Capacity under which bid is signed:

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

27 ANNEXURE 7 - ACCEPTABLE WORDING OF BID AND PERFORMANCE BOND

To: Gauteng Department of Environment

[Name of bidder] (“the bidder”) is to submit to GDEnv a bid to enter into PPP agreement with GDEnv for the purpose of the development, refurbishment, finance, maintenance and operation of the Concession in the Suikerbosrand Nature Reserve;

And you require the bidder to include in the bid a bond for the amount of R 500,000 (Five hundred Thousand Rand);

And we have agreed to give you such a bond.

We hereby irrevocably and unconditionally undertake to pay you, upon your first written demand and without objection or argument, the sum of R 500,000 (Five hundred 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;
- Any default or breach by the Private Party during the term of the agreement; and
- Any event caused by the Private Party that resulted in losses to GDEnv.

The bond is valid from Bid Submission until the expiry of the PPP Agreement.

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

SIGNATURE AND SEAL

Name of bank_________________

Address_________________

Date_________________

28 ANNEXURE 8 – ASSISTANCE TO BIDDERS

28.1 Financing Packages through State Institutions

The following schedule provides information on assistance to Bidders. The schedule provides a quick overview of incentive and loan schemes available to prospective tourism investors and institutions initiating PPPs. It is not exhaustive, and Bidders should undertake their own research.

Primary Funding Sources available

Entity	Description	Funding Criteria/Requirements	Contact Details
NDT - Tourism Support Programme (TSP)	Grant funding	TSP is a reimbursable cash grant that aims to support the development of tourism enterprises that will stimulate job creation and increase the geographic spread of tourism investment. The grant is for the establishment or expansion of tourism operations such as: • accommodation services • passenger transport services • tour operators • cultural services • recreational and entertainment services.	Mr Tlhopane Nthatisi Industrial Development Telephone: 012 444 6583 Email: tnthatisi@tourism.gov.za Email: tsp@tourism.gov.za Website: www.tourism.gov.za
NDT - Social Responsibility Implementation Programme (SRIP)	Grant funding	SRIP is the job creation or the Expanded Public Works Programme (EPWP) of NDT. Potential projects are sourced by the department based on the identified tourism priority and focus areas, and in consultation with the provincial department which is	Tel: 012 444 6000 Website: www.tourism.gov.za

		responsible for tourism. SRIP provides funding support to the following projects: • Heritage tourism projects • Trails and adventure tourism • Recreational tourism • Accommodation – lodges, camp sites, resorts • Cultural Tourism • Niche tourism projects • Tourism information centres	
NDT and National Empowerment Fund - Tourism Transformation Fund (TTF)	Grant Funding	TTF is a dedicated capital investment mechanism to drive transformation in the tourism sector in a more direct and impactful manner that will not only assist small and micro black-owned tourism enterprises to expand and grow, but to catalyse the rise of a new generation of black-owned, youth, women and community-based tourism industrialists to take the sector to new heights. Requirements include: • Proven commercial viability and sustainability as per the NEF due diligence; • The Enterprise must be at least majority (51%) black-owned; • The enterprise must be black management controlled; • Shareholders must be operationally involved in the business; • Enterprises must be registered as a legal entity in South Africa in terms of • South African law;	Tel: 011 305 8000 Email: tourism@nefcorp.co.za Website: www.nefcorp.co.za

		• The enterprise must either be a black-owned Exempted Micro Enterprise (EME) or black owned Qualifying Small Enterprise (QSE) in terms of the Amended Tourism Broad-Based Black Economic Empowerment (B-BBEE) Sector Code. • The grant funding is applicable to greenfield and brownfield transactions in the tourism sector; • An applicant may be required to contribute 10% of the total funding application.	
Jobs Fund	Grant funding	The minimum grant size that will be considered by the Jobs Fund is R5 million. Job creation is a primary objective of the Fund and there are separate eligibility and impact criteria for the Fund. Applications first go through an initial evaluation and then move to the next stage once the minimum score has been achieved. The eligibility criteria are as follows: • Track record: well established, measured by a minimum of two years of operational experience at the time of applying. • Linked to the core business of the applicant: the initiative must be directly relevant to the applicant's business • Not dependant on an outstanding government or legal decision: Initiatives must not be dependent on outstanding	Tel: 012 406 9166 Email: jobsfund@treasury.gov.za

		government decisions of a strategic, financial, or regulatory nature. • Matched funding: provide matching funding at a minimum ratio of 1:1. • Explicit link to job creation: applicants should describe an explicit, credible link between the proposed initiative and the potential for job creation.	
Public Investment Corporation		Investments are limited to South African entities that derive the majority of their revenue from South Africa. Minimum investment size is R100 million. Ideal investment size is between R300 million and R500 million. Investments may comprise debt, equity, or a hybrid of both.	Tel: 012 742 3400/3560/2300 Email: info@pic.gov.za
Industrial Development Corporation	Loan funding	A comprehensive business plan is required as part of the funding application • The project/business must exhibit economic merit in terms of profitability and sustainability • Shareholders/owners are expected to make some financial contribution (the contribution of historically disadvantaged people under special circumstances may be lowered) • Security - the form and nature of which will relate to the applicant's specific circumstances	Tel: 011 269 3000 Website: www.idc.co.za

Green Tourism Incentive programme (GTIP) - IDC	Grant funding	GTIP assists private sector tourism enterprises in reducing the cost of investing in energy and water efficient operations, while increasing their profitability and operational sustainability in the long term. Grant funding is provided to qualifying small and micro enterprises on a sliding scale from 30% to 90% of the total cost of implementing qualifying resource efficiency interventions, which is capped at R 1 million.	Tel: 011 269 3000 Email: gtip@idc.co.za Website: www.idc.co.za
National Empowerment Fund	Loan/equity funding	The NEF provides loan/equity funding from R250 000 to R75 million. The project must be commercially viable. Preference is given to projects located in previously disadvantaged areas and community involvement is preferred.	Tel: 011 305 8000 Email: applications@nefcorp.co.za Website: www.nefcorp.co.za
Business Partners Limited	Loan funding	Business Partners Limited provides business loans to all business owners who have a viable formal business and require financing for expansion, working capital, equipment, takeovers, property, franchises, or management buy-outs. The loans provided range from R500 000 to R50 million to all business owners who have a viable formal business.	Tel: 011 713 6600 Email: enquiries@businesspartners.co.za Website: www.businesspartners.co.za
SEFA		SEFA provides directly to Small and Medium-sized Enterprises as well as Co-operatives operating in all sectors of the economy. The facilities range from a minimum of R50 000 to a maximum of R15 million.	Tel: 012 748 9600 Email: helpline@sefa.org.za Website: www.sefa.org.za

28.2 Other sources of financial assistance and Incentive Schemes

Provincial departments of economic development and tourism also provide facilitation support, grant funding for feasibility studies and projects. The table below provides a list of other sources of financial assistance and incentives.

Institution	How it works	Benefits
Youth Employment Scheme	Under the scheme, businesses will create one-year paid positions for youth aged between 18 and 35 with a minimum paid stipend of R3,500 a month.	• One-year paid positions for youth aged between 18 and 35. • Enhanced overall B-BBEE status with up to 2 levels for enterprises.
CATHSSETA	CATHSSETA provide funding for bursaries, learnerships, internships and work integrated learning programmes. We also offer career advice.	Skills development and training

GAUTENG PROVINCE
ENVIRONMENT
REPUBLIC OF SOUTH AFRICA

PUBLIC - PRIVATE - PARTNERSHIP AGREEMENT ENTERED INTO BY AND BETWEEN

Gauteng Department of Environment (GDEnv)

Being duly, herein represented by **Mr Matthew Sathekge** in his capacity as Head of Department, being duly authorised thereto and acting on behalf of the State of the Republic of South Africa.

AND

[INSERT NAME OF PRIVATE PARTY], Company Registration No: **[INSERT COMPANY REGISTRATION NUMBER]**

Herein represented by **[INSERT NAME OF REPRESENTITIVE]** in his capacity as **[INSERT POSITION OF REPRESENTATIVE]**, being duly authorised thereto.

FOR THE

SNR PPP Opportunity

IN THE

SUIKERBOSRAND NATURE RESERVE

[INSERT MONTH AND YEAR OF AGREEMENT]

TABLE OF CONTENTS

1. INTRODUCTION

1.1 Gauteng Department of Environment is the Institution that acts as Management Authority of the Suikerbosrand Nature Reserve Protected Area (SNR Protected Area).

1.2 The Institution has the right and wishes to generate income through the commercialisation of certain operations pertaining to the Suikerbosrand Nature Reserve.

1.3 The Institution has the object of, inter alia, protecting, conserving, and controlling the SNR Protected Area which falls under its management, including all biodiversity found therein.

1.4 The SNR PPP Opportunity has arisen in the Suikerbosrand Nature Reserve.

1.5 The Institution wishes to expand the tourism and income generating potential of the SNR by making the SNR PPP Opportunity available to an appropriate and reputable eco-tourism operator.

1.6 The Private Party has the requisite expertise to exploit the SNR PPP Opportunity in terms of the Regulatory Provisions and the Management Plan for visitors to the Suikerbosrand Nature Reserve.

1.7 Following a public tender process, the Institution has appointed the Private Party to undertake the Project.

1.8 Accordingly, the Institution and the Private Party wish to enter into this PPP Agreement to regulate the implementation of the Project on the terms and conditions set out below.

2. DEFINITION AND INTERPRETATION

2.1 In this PPP Agreement the following terms shall, unless inconsistent with the context in which they appear have the following meanings and expressions derived from those terms that shall bear corresponding meanings:

2.1.1	**"the/this Agreement/PPP Agreement"**	-	this Public-Private-Partnership Agreement between the Institution and **[INSERT NAME OF PRIVATE PARTY]**;
2.1.2	**"Assessment Rates"**	-	all assessment rates, fees, levies, or charges and any increase thereon, payable from time to time to any Responsible Authority having jurisdiction over the SNR PPP Facility or any building thereon by the owner thereof irrespective of the name by which they may be called;
2.1.3	**"Associated Agreement"**	-	the Private Party's contracts with subcontractors or sub-concessionaires related to the execution and/or fulfilment of the terms and conditions of this PPP Agreement;
2.1.4	**"BBBEE Act"**	-	the Broad-Based Black Economic Empowerment Act, No. 53 of 2003, as amended from time to time;
2.1.5	**"BEE Obligations"**	-	the Black Economic Empowerment obligations imposed on the Private Party as set out in Schedule 5;

2.1.6	**"Bid Submission"**	-	the bid submitted by the Private Party and accepted by the Institution for the right to carry out the Project;
2.1.7	**"Biodiversity"**	-	the variability among living organisms from all sources including, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part and also includes diversity within species, between species, and of ecosystems;
2.1.8	**"Black Economic Empowerment" or "BEE"**	-	shall have the meaning ascribed to it in the BBBEE Act;
2.1.9	**"Black People"**	-	shall have the meaning ascribed to it in the BBBEE Act;
2.1.10	**"Business"**		means the tourism and visitor facilities and concomitant nature-based activities business conducted by the Private Party pursuant to the award of the Project;
2.1.11	**"Business Assets"**		the assets of the Business as set out in Schedule 17;
2.1.12	**"Business Day"**	-	any day other than a Saturday, Sunday or national public holiday in South Africa;
2.1.13	**"Capital Expenditure"**	-	any expenditure treated as capital expenditure under IFRS as used by the Private Party;

2.1.14	**"Capital Investment Assets"**	-	the assets of a capital nature procured by the Private Party for the purpose of the conduct of the Business and includes the equipment, furnishings, fixtures and improvements relating thereto;
2.1.15	**"Change in Control"**	-	any change whatsoever in Control of the Private Party, whether effected directly or indirectly;
2.1.16	**"Claimed Properties"**	-	the Farm Koppieskraal 157 IR successfully claimed under the Restitution of Land Rights Act and owned by the Koppieskraal CPA;
2.1.17	**"Companies Act"**	-	the Companies Act, No. 71 of 2008, as amended from time to time;
2.1.18	**"Confidential Information"**	-	any information or know-how in whatever form relating to the business affairs, trade secrets, products, operating, or marketing techniques, methods or processes, suppliers, customers or finances of either of the Parties;
2.1.19	**"Consents"**	-	all consents, permits, clearances authorisations, approvals, rulings, exemptions, registrations, filings, decisions, licences, certificates required to be issued by or made with any Responsible Authority in connection with the attainment of any of the Project Deliverables;

2.1.20	**“Constitutional Documents”**	-	the Private Party's memorandum of incorporation and certificate to commence business, as well as the Private Party’s shareholders’ agreement, equity subscription agreements and/or equity guarantees entered into and provided in respect of the Private Party and any documents or agreements in respect of any debentures issued by the Private Party, all of which are attached to this PPP Agreement as Schedule 9 and the terms of which shall be to the satisfaction of the Institution;
2.1.21	**“Consumer Protection Act”**	-	the Consumer Protection Act, No. 68 of 2008, as amended from time to time;
2.1.22	**“Control”**	-	in relation to any entity, the ability, directly or indirectly to: (i) direct or cause the direction of the votes attaching to the majority of its issued shares or interests carrying voting rights; or (ii) appoint or remove or cause the appointment or removal of any directors (or equivalent officials) or those of its directors (or equivalent officials) holding the majority of the voting rights on its board of directors (or equivalent body);
2.1.23	**“CPA Act”**	-	the Communal Property

			Associations Act 28 of 1996;
2.1.24	**“Corrupt Act”**	-	shall have the meaning ascribed to it in Clause 28;
2.1.25	**“CPI”**	-	the average rate of change (expressed as a percentage) in the Consumer Price Index for all urban areas as published in the Government Gazette by Statistics South Africa, or such other index reflecting the official rate of inflation in South Africa as may replace it, which change shall be determined by comparing the most recently published index with the index published in respect of the corresponding month in the previous period;
2.1.26	**“Depreciated Value”**	-	the value of assets calculated in accordance with depreciation presented for income tax purposes, taking into consideration the unexpired portion of the period specified in Clause 3.1, provided that the minimum rates of depreciation shall not be less than normal custom and practice;
2.1.27	**“Development Period”**		a period of up to 24 (twenty four) months reckoned from the Signature Date, during which the Private Party will develop the SNR PPP Facility in line with Private Party’s brand in order to

			commence with full trading activities thereat; provided that in the event the development is completed earlier than 24 (twenty four) months from the Signature Date, this period shall be adjusted accordingly to such earlier date as may stipulated by the Institution in writing. For avoidance of doubt the Development Period includes the period required to obtain any environmental approvals;
2.1.28	**"EIA" or "Environmental Impact Assessment"**	-	the process of assessing the environmental effects of a development or an activity and its subsequent operation, carried out in accordance with the applicable Regulatory Provisions and guidelines;
2.1.29	**"Environment"**	-	the aggregate of surrounding objects, conditions and influences that influence the life and habitats of humans or any other organism or collection of organisms, including all or any of the following : air (including the air within any building or the air within any other man-made or natural structure above or below ground), water (including inland waters, groundwater and water in drains and sewers) and land;
2.1.30	**"Environmental Laws"**	-	any Laws in respect of the

			Environment, including, without limitation, the following statutes: the National Water Act , No. 36 of 1998; the Water Services Act, No. 108 of 1997; the National Environmental Management Act, No. 107 of 1998; the National Environmental Management: Protected Areas Act, No. 57 of 2003; the National Environmental Management: Air Quality Act; the Hazardous Substances Act, No. 15 of 1973; and the National Heritage Resources Act, No. 25 of 1999;
2.1.31	**"Environmental Specifications"**	-	the requirements, conditions, obligations and specifications detailed in Schedule 7;
2.1.32	**"Equity"**	-	the entire issued share capital of the Private Party as at the relevant date;
2.1.33	**"Expiry Date"**	-	the last day of the month in which the twenty-fifth (25^{th}) anniversary of the Operation Commencement Date occurs;
2.1.34	**"Financial Year"**	-	the period from ______ to ______ in any given year for purposes of financial reporting of the Private Party;
2.1.35	**"Financing Agreements"**	-	the agreements relating to the financing provided by the Lenders to the Private Party in their form as

			at the Operation Commencement Date, as amended from time to time;
2.1.36	**“Force Majeure”**	-	has the meaning ascribed to it in Clause 25;
2.1.37	**“GDEnv/the Institution”**	-	the Gauteng Department of Environment;
2.1.38	**“Good Industry Practice”**	-	the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced contractor or professional, engaged in the same type of undertaking and under the same or similar circumstances and conditions as those envisaged by this PPP Agreement; seeking in good faith to comply with all its contractual obligations herein and all applicable Regulatory Provisions;
2.1.39	**“Gross Revenue”**	-	shall have the meaning ascribed to it in Clause 18;
2.1.40	**“Handover Period”**	-	means the period commencing from the Signature Date, through the Development Period, up to and including the Operation Commencement Date;
2.1.41	**“IFRS”**	-	International Financial Reporting

			Standards, being a set of accounting standards and interpretations developed by an independent, not-for-profit organization called the International Accounting Standards Board (IASB);
2.1.42	**"Institution Default"**	-	shall have the meaning ascribed to it Clause 28;
2.1.43	**"Institution Employees"**	-	persons employed or contracted to the Institution;
2.1.44	**"Institution Tariffs"**	-	the tariffs stipulated by the Institution for Utility Charges and any other fees, levies and the like, in respect of cost of recoveries incidental to goods and/or services provided by the Institution to the Private Party, as may be reviewed by the Institution from time to time;
2.1.45	**"Intellectual Property Rights"**	-	all registered or unregistered trademarks, service marks, patents, design rights (whether the aforementioned rights are registered, unregistered or form part of pending applications), utility models, applications for any of the a foregoing, copyrights (including copyright in any software programmes, data and documents), database rights, the *sui generis* rights of extraction relating to databases and any

			similar or analogous rights to any of the above, whether arising or granted under the Laws or any other jurisdiction;
2.1.46	**"Koppieskraal CPA"**	-	the Koppieskraal Communal Property Association, established in terms of Section 8 of the CPA Act, which has as its main object the holding of the Claimed Properties for the benefit of the successful land claimants;
2.1.47	**"Laws"**	-	the common law, Legislation, judicial decisions and any notifications or other similar directives made pursuant thereto that have the force of law;
2.1.48	**"Legislation"**	-	all applicable statutes, statutory instruments, by-laws, Regulations, orders, rules, executive orders and other secondary, provincial or local legislation, treaties, directives and codes of practice having force of law in South Africa;
2.1.49	**"Lenders"**	-	means any person providing financing to the Private Party for the execution of the Project by the Private Party, other than the shareholders of the Private Party;
2.1.50	**"Licensed Intellectual Property"**	-	all Intellectual Property to be used in the provision of the Project Deliverables by the Private Party or

a Subcontractor under licence from any third party, as replaced and/or upgraded from time to time;

2.1.51 **"Local"** - the geographic area specified by the Institution in respect of the Project, being within a 30 km reach of the boundary of the SNR fence, or as otherwise specified by the Institution;

2.1.52 **"Losses"** - losses, damages, liabilities, claims, actions, proceedings, demands, costs, charges or expenses of any nature that have or may result in adverse financial consequences to the Project;

2.1.53 **"Management Plan"** - the management plan developed for the SNR in consultation with the local authorities, organs of state and other stakeholders and approved by the MEC as provided for in the Protected Areas Act, the objective of which is to ensure the protection, conservation and management of the SNR in a manner which is consistent with the objectives of the Protected Areas Act and the purpose for which the SNR was declared a Protected Area in terms of the Protected Areas Act;

2.1.54 **"MEC"** - The Member of the Executive Council in the Gauteng Province

			responsible for Protected Areas in the province;
2.1.55	**“Minimum PPP Fee”**	-	that portion of the PPP Fee that is payable by the Private Party at all times after the Operation Commencement Date, regardless of the amount of the Gross Revenue, which is stipulated in Clause 18;
2.1.56	**“Nature Reserve Rules”**	-	the Environmental rules in respect of the Protected Area, as may be revised and/or updated by the Institution from time to time;
2.1.57	**“Nature Reserve Regulations”**	-	the Regulations for the Proper Administration of Nature Reserves, 2012, issued under the Protected Areas Act and published in Government Gazette 35021 of 8 February 2012;
2.1.58	**“Operation Commencement Date”**	-	the first Business Day after the expiry of the Development Period, by which date the Private Party shall be required, alternatively be deemed, to have commenced the conduct of the Business, as the case may be, at the SNR PPP Facility in accordance with the terms and conditions of this PPP Agreement;
2.1.59	**“Parties”**	-	collectively, the Institution and the Private Party;

2.1.60 **"Party"** - the Institution or the Private Party, as the case may be;

2.1.61 **"Performance Bond"** - the guarantee to be issued by a financial institution in favour of the Institution on behalf of the Private Party, in respect of the Private Party's obligations to perform under this PPP Agreement substantially in the format specified in Schedule 11 hereto;

2.1.62 **"Person"** - any individual, partnership, corporation, company, business organisation, trust, governmental agency, parastatal, Relevant Authority or other entity;

2.1.63 **"PFMA"** - the Public Finance Management Act, No. 1 of 1999, as amended from time to time;

2.1.64 **"PPP"** - public private partnership, as defined in the Treasury Regulations;

2.1.65 **"PPP Agreement"** - this public private partnership agreement between the Institution and the Private Party, including the Schedules and any annexures hereto as amended, extended, replaced and varied from time to time;

2.1.66 **"PPP Fee"** - the fee payable by the Private Party

			to the Institution in respect of the Project, as detailed in Clause 18;
2.1.67	**"PPP Rights"**	-	the right to design, build, operate, maintain, and manage the Business as more specifically set out in Clause 5;
2.1.68	**"Private Party"**	-	____________________________, registration number _____________________, a profit private company registered in accordance with the company laws of South Africa;
2.1.69	**"Private Party Default"**	-	has the meaning ascribed to it in Clause 26;
2.1.70	**"Private Party Parties"**	-	the officers, directors, staff, employees, contractors, sub-contractors, agents, guests, visitors, invitees and patrons of the Private Party or, where the context requires, any one or more of them;
2.1.71	**"Project"**	-	the Development, Operation, Management and Maintenance of the SNR PPP Opportunity under the terms of this agreement, to achieve the Concession Deliverables;
2.1.72	**"Project Assets"**	-	all assets required to undertake the Project, including the Business Assets and the Capital Investment Assets, any books and records,

			any spare parts and tools, as well as the Intellectual Property pertaining to the Business, but excluding all cash and cash equivalents;
2.1.73	**"Project Deliverables"**	-	the timeous achievement of the Operation Commencement Date; successful implementation of the Project, including the achievement of the BEE Obligations;
2.1.74	**"Project Insurance"**	-	those insurances that the Private Party is required by Law and in terms of this PPP Agreement to purchase and maintain in terms of Clause 21, upon the minimum terms set out in Schedule 10;
2.1.75	**"Project Site"**	-	the area used for the Suikerbosrand Tourist Development as indicated in Schedule 1 to this Agreement;
2.1.76	**"Project Term"**	-	the period from the Signature Date to the Expiry Date or the Termination Date, whichever occurs first, which is further described in Clause 3.1;
2.1.77	**"Project Year"**	-	each period of twelve (12) consecutive months, commencing on the Operation Commencement Date and thereafter commencing on every anniversary of the Operation Commencement Date;

2.1.78	**"Protected Area"**	-	the portion of the SNR proclaimed as such in terms of the Protected Areas Act;
2.1.79	"**Protected Areas Act**"	-	the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003,) (as amended) from time to time);
2.1.80	**"Rand" or "R"**	-	the South African Rand, the lawful currency of South Africa;
2.1.81	**"Regulations"**	-	regulations issued in terms of the Protected Areas Act;
2.1.82	**"Regulatory Provisions"**	-	(a) the Environmental guidelines ("Environmental Specifications") for operators operating within the Protected Area which is further described in Schedule 7, as same may be revised and updated by the Institution from time to time, and (b) collectively the Laws, and standards of the State and any Relevant Authority which in any way affects or applies to the conduct of the Project and/or this PPP Agreement from time to time or, if the context is appropriate, any one of them and where appropriate includes the Regulations, Nature Reserve Rules and Management Plan;
2.1.83	**"Residual Value"**	-	the depreciated value of the

			immovable structures (approved by the Institution) built by the Private Party from the date such structures were first accounted for in the Private Parties books until the Termination Date, as the case may be. Depreciation shall be calculated in accordance with depreciation presented for income tax purposes;
2.1.84	**"Responsible Authority"**	-	the South African national and/or provincial and/or local governmental authority having jurisdiction over any or all of the Parties or any subject matter of this PPP Agreement. A Responsible Authority shall, for the avoidance of doubt, not include any provider of Utilities;
2.1.85	**"Restitution of Land Rights Act"**	-	the Restitution of Land Rights Act 22 of 1994;
2.1.86	**"Restricted Enterprise"**	-	a person restricted from contracting with the Institution and/or a Responsible Authority as a result of being listed either on - (i) the Register for Tender Defaulters compiled in terms of the regulations to the Prevention and Combating of Corrupt Activities Act, 2004; (ii) the Disqualified Directors' Register (maintained by the

Companies and Intellectual Property Commission) in terms of Section 69(13) of the Companies Act; and/or

(iii) any other relevant listing required by Law;

2.1.87 **“Sale of Business”** - the sale of the Business, which forms an integral part of this PPP Agreement, in terms of which, *inter alia*, the Private Party sells and the Institution purchases the Business;

2.1.88 **“Sale of Business Agreement”** - the written agreement entered into by the Private Party and the Institution for the Sale of Business;

2.1.89 **“Schedules”** - the schedules to this PPP Agreement, as amended, replaced and varied from time to time;

2.1.90 **“Shareholders”** - the holders of the Equity from time to time;

2.1.91 **“Signature Date”** - the date of signature of this PPP Agreement by the last signing Party;

2.1.92 **“SNR PPP Facility”** - the tourism and visitor facilities located within the SNR as more fully described in Schedule 1, including the land, buildings and other facilities together with all supporting infrastructure, plant and equipment, and any new facilities constructed or developed by the Private Party upon the designated

			site during the Project Term;
2.1.93	**"SNR PPP Opportunity"**	-	the right to develop, operate, manage and maintain the Suikerbosrand Tourist Development and concomitant nature-based activities;
2.1.94	**"SNR/Suikerbosrand Nature Reserve/the Reserve"**	-	The area, 17,899 ha in extent, a part of which, 11,595 ha, has been proclaimed as a Protected Area in terms of Section 23 of NEMPAA by means of Provincial Gazette 166 of 25 June 2014, and a part of which, the Remainder of the Farm Koppieskraal 157-IR, has been successfully claimed by the Koppieskraal CPA, and a further part of which is under land claim;
2.1.95	**"South Africa"**	-	the Republic of South Africa;
2.1.96	**"State"**	-	the Government of South Africa, acting directly or through its lawfully designated representatives;
2.1.97	**"Subcontractors"**	-	any subcontractor of the Private Party who has contracted directly with the Private Party in respect of any of the Project Deliverables;
2.1.98	**"Suikerbosrand Tourist Development"**		development of the following tourism and visitor facilities in compliance with the Management Plan and Nature Reserve Regulations, at sites in the SNR:

1.The conference centre, including its commercial kitchen facilities;

2.Kiepersol camp, including its accommodation and communal facilities;

3.Protea camp, including its accommodation and communal facilities;

4.Kareekloof resort park, including its chalets, caravan park, conference facilities and communal facilities;

5.Ouhout camp, including its accommodation and communal facilities;

6.Holhoek picnic site;

7.The Blesbok, Springbok, Duiker, Steenbok, Hartebeest and Eland hiking trail huts; and

8.Other tourism and visitor facilities, which would enhance the SNR as an ecotourism destination, at the foregoing and additional sites in the SNR;

2.1.99 **"Suretyship"** the deed of suretyship which shall be executed by each of the Shareholders in favour of the

			Institution as more specifically set out in Schedule 20;
2.1.100	**“Termination Amount”**	-	the amount payable by a Party on termination of this PPP Agreement in terms of this PPP Agreement;
2.1.101	**“Termination Date”**	-	any date of termination of this PPP Agreement, in accordance with its terms;
2.1.102	**“Treasury Regulations”**	-	the Treasury Regulations issued under the PFMA that apply to the Institution and/or this PPP Agreement;
2.1.103	**“Transferrable Licenses Intellectual Property”**	-	any Licensed Intellectual Property that the Private Party is entitled to transfer to the Institution;
2.1.104	**“ Utilities”**	-	facilities such as water, electricity, sewage, gas and telecommunications and, where appropriate, includes relevant provider thereof;
2.1.105	**“Utility Charges”**	-	charges or fees in respect of consumption of the Utilities used by the Private Party as provided by the Institution, the Relevant Authority or any other supplier;
2.1.106	**“Variable PPP Fee”**	-	that portion of the PPP Fee that is a percentage of the Gross Revenue of the Private Party, which percentage is detailed in

			Clause 18 and Schedule 6;
2.1.107	**"VAT"**	-	value added tax, as defined in the VAT Act or any similar tax which is imposed in place of or in addition to such tax; and
2.1.108	**"VAT Act"**	-	Value Added Tax Act, No. 89 of 1991, as amended from time to time.

2.2 This PPP Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:

2.2.1 references to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this PPP Agreement;

2.2.2 for the purposes of any clause in this PPP Agreement, that makes reference to the Institution's approval, such approval shall be deemed to vest with the GDEnv's Head of Department;

2.2.3 references to "indexed to CPI" in relation to any amount of money shall mean that such amount has been expressed in # prices and shall be escalated annually as at the Operation Commencement Date and each anniversary thereof with reference to the then most recent publication of the CPI;

2.2.4 references to "Parties" shall include the Parties' respective successors-in-title and, if permitted in this PPP Agreement, their respective cessionaries and assignees;

2.2.5 references to a "person" shall include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organization, association or partnership, whether or not having separate legal personality;

2.2.6 references to any "Responsible Authority" or any public or professional organization shall include a reference to any of its successors or any organization or entity, which takes over its functions or responsibilities;

2.2.7 the headings of clauses, sub-clauses and Schedules are included for convenience only and shall not affect the interpretation of this PPP Agreement;

2.2.8 the Introduction and Schedules to this PPP Agreement are an integral part of this PPP Agreement and references to this PPP Agreement shall include the Introduction and Schedules;

2.2.9 the Parties acknowledge that each of them has had the opportunity to take legal advice concerning this PPP Agreement, and agree that no provision or word used in this PPP Agreement shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this PPP Agreement or any part of it;

2.2.10 words importing the singular number shall include the plural and *vice versa*, and words importing either gender or the neuter shall include both genders and the neuter;

2.2.11 references to any other contract or document shall include (subject to all approvals required to be given pursuant to this PPP Agreement for any amendment or variation to or novation or substitution of such contract or document) a reference to that contract or document as amended, varied, novated or substituted from time to time;

2.2.12 if any definition in Clause 1.8 contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it were a substantive provision in the body of this Agreement;

2.2.13 general words preceded or followed by words such as “other” or “including” or “particularly” shall not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words; and

2.2.14 when a number of days are prescribed in this PPP Agreement, such number shall be calculated including the first and excluding the last day, unless the last day falls on a day that is not a Business Day, in which case, the last day shall be the first succeeding day which is a Business Day.

3. APPOINTMENT AND PRECEDENT

3.1 The GDEnv hereby appoints the Private Party which accepts such appointment with effect from the Signature Date, to undertake and execute the Project in accordance with the terms and conditions set out in this PPP Agreement.

3.2 In the event of a dispute as to the nature, content and extent of the PPP Rights and obligations, the order of precedence in the interpretation of the rights and obligations of the Parties in terms hereof shall be as follows:

3.2.1 this PPP Agreement;

3.2.2 its Schedules;

3.2.3 the RFP; and

3.2.4 the Bid Submission of the Private Party to the extent accepted by GDEnv.

3.3 Where Schedules include provisions in respect of which the PPP Agreement is silent, then the provisions contained in such Schedule will apply.

3.4 The Private Party shall perform its obligations in terms of this PPP Agreement, unconditionally and without further attaching its own conditions thereto or making performance of its obligations subject to any terms or conditions contrary or in addition to the terms of the PPP Agreement.

4. PROJECT TERM

The Project shall commence on the Signature Date and shall endure for the Project Term.

5. PPP RIGHTS

5.1 **Grant of PPP Rights**

5.1.1 Subject to the terms of this PPP Agreement, GDEnv hereby grants the PPP Rights to the Private Party for the Project Term.

5.1.2 The Parties acknowledge that access to the Project Site is open to the public, accordingly the Private Party shall be obliged to grant access thereto to the public every day during the operational hours of the SNR.

5.2 **SNR PPP Opportunity Rights**

5.2.1 The grant of the PPP Rights to the Private Party shall entitle the Private Party to:

5.2.1.1 the right to develop, operate, manage and maintain the Suikerbosrand Tourist Development and concomitant nature-based activities;

5.2.1.2 the right to operate other services which complement the SNR PPP Opportunity as approved by GDEnv

5.2.1.3 generate, charge and collect revenues from the exercise of the PPP Rights;

5.2.1.4 use the SNR PPP Facility in accordance with the terms of this PPP Agreement;

5.2.1.5 access by the Private Party and its employees to the SNR, subject to the normal SNR's operating rules and hours as set by the Institution from time to time;

5.2.1.6 provide nature-based activities as reflected in its Bid Submission or as approved by the Institution, subject to same complying with the standards and requirements as may be determined by the Institution from time to time and subject to any limitations specified by the Institution; and

5.2.1.7 undertake the infrastructural development as per the Capital Investment proposed in the Private Party's Bid Submission.

5.2.2 All of the Private Party's rights in terms of this Clause 5 shall be exercised in accordance with the terms of this PPP Agreement and subject to the Regulatory Provisions, Environmental Laws, Environmental Specifications and all other Laws.

5.2.3 Notwithstanding any provision of this Clause 5, the Institution shall have unfettered access to the SNR PPP Facility in the event of an emergency.

5.3 **Service Delivery**

The conduct of the Business pursuant to this PPP Agreement shall be:

5.3.1 in accordance with Good Industry Practice;

5.3.2 in line with the Bid Submission;

5.3.3 conducted in a professional, courteous and friendly manner; and

5.3.4 in accordance and compliance with the Laws, including, to the extent applicable, the provisions of Consumer Protection Act, and Schedule 14.

6. OPERATION, MANAGEMENT AND MAINTENANCE

6.1 **Operation, Management and Maintenance by the Private Party**

6.1.1 The Private Party shall be obliged during the Project Term to undertake the operation, management and maintenance of the SNR PPP Opportunity and of all of the alterations and developments undertaken thereto by the Private Party in accordance with Good Industry Practice during the hours specified by the Institution from time to time.

6.1.2 The Private Party shall compile a status report in relation to the operation, management and maintenance of the Project which shall be made available to the Institution promptly upon the finalisation thereof, but in any event not later than 5 (five) Business Days after every six (6) months of the Project Term.

6.1.3 The Private Party shall comply with the Environmental Specifications set forth in Schedule 7.

6.1.4 The Private Party shall:

6.1.4.1 operate the tourism and visitor facilities and concomitant nature-based activities as set out in its Bid Submission;

6.1.4.2 operate the SNR PPP Facility properly and strictly in accordance with the provisions of the agreed operating manuals and the undertakings made by the Private Party in its Bid Submission specifically acknowledging and taking the unique characteristics of the Protected Area into account;

6.1.4.3 use its best endeavours to maintain the highest standards in accordance with Good Industry Practice in all matters connected with the operation of the SNR PPP Facility and shall not sell, display for sale or consumption, deliver to the end user or provide any foodstuffs or products or anything else which does not conform with Good Industry Practice or any Regulatory Provisions with regard to the standard or quality of preparation, display or sale of any foodstuffs at the SNR PPP Facility;

6.1.4.4 at all times maintain the equipment used in the SNR PPP Facility in a clean, orderly and sanitary condition;

6.1.4.5 ensure that all personnel and staff employed by the Private Party at the SNR PPP Facility shall at all times be clean, cleanly and tidily clothed so as to maintain uniformly high standards of presentation and delivery;

6.1.4.6 in the case of any products or foodstuffs being stored, disposed, served or prepared at the Project Site by the Private Party, at all times ensure that any products or foodstuffs in stock are fresh, uncontaminated and hygienically and properly stored and shall ensure proper storage, disposal, serving and preparation of all foodstuffs and products;

6.1.4.7 in the case of any products or foodstuffs being stored, disposed, served or prepared at the Project Site by the Private Party, at its cost, conduct hygiene audits at the SNR PPP Facility at least twice a year ("**Hygiene Audit**") and shall furnish the Institution with the outcomes of the Hygiene Audit within five (5) Business Days of its completion. In the event the Private Party fails to conduct a Hygiene Audit as contemplated in this Clause, then the Institution shall have the right to conduct or commission such an audit, and the costs thereof shall be borne by the Private Party;

6.1.4.8 in the case of any products or foodstuffs being stored, disposed, served or prepared at the Project Site by the Private Party, at all times score a minimum of at least seventy five percent (75%) on the Hygiene Audit total quality index;

6.1.4.9 in the case of any products or foodstuffs being stored, disposed, served or prepared at the Project Site by the Private Party, ensure that:

6.1.4.9.1 it implements measures to prevent pathogens to be detected on food samples;

6.1.4.9.2 the SNR PPP Facility acquires and maintains a certificate of acceptability;

6.1.4.9.3 a cleaning programme in respect of the SNR PPP Facility is implemented, including a cleaning schedule and cleaning checklist;

6.1.4.9.4 the staff at the SNR PPP Facility is trained in hygiene practices;

6.1.4.9.5 hand washing facilities and proper cleaning chemicals are available;

6.1.4.9.6 food areas are zoned as per food type; and

6.1.4.9.7 the pest control measures such as screening, closure of windows and doors are implemented.

6.1.5 The Private Party shall ensure that the following packaging is not used on the outside seating area of the SNR PPP Facility:

6.1.5.1 condiments sachets and any packaging that may pollute the environment;

6.1.5.2 paper serviettes; and

6.1.5.3 butter tubs/pads.

6.1.6 The Private Party undertakes to operate the SNR PPP Facility in line with any relevant prescripts issued by the Institution. The Parties acknowledge that the objective of the aforesaid is to assist in the daily operations of the SNR PPP Facility and allow for good cooperation between the Parties and may be changed from time to time by mutual agreement in order to satisfy their mutual objectives.

6.1.7 the Institution may, in its sole and absolute discretion, conduct regular quality audits at the SNR PPP Facility to ensure that the quality of the foodstuffs and products prepared and sold by the Private Party consistently meet the desired standards ("**Quality Audit**"). The Quality Audits shall be conducted by way of "mystery guests", spot checks, customer questionnaires or any other quality control checks and measures as deemed necessary by the Institution.

6.1.8 The Private Party shall comply with and subscribe to the minimum standards of responsible tourism as provided for in the *Responsible Tourism – SANS 1162*.

6.1.9 The Private Party shall ensure that all access to the SNR PPP Facility complies with the universal accessibility standards stipulated by the Tourism Grading Council of South Africa from time to time.

6.2 **Assessment Rates and Utilities**

6.2.1 The Private Party shall be liable to reimburse the Institution for all the Assessment Rates, if any, that the Institution may pay to the Responsible Authority in respect of the SNR PPP Facility.

6.2.2 The Parties record that the Private Party shall, where practicable, bear the primary responsibility to procure the provision of the Utilities to the SNR PPP Facility. In the event any such Utilities are provided to the SNR PPP Facility through the Institution, the Institution shall charge, and the Private Party shall pay, all the Utility Charges in respect thereof.

6.2.3 Without limiting the generality of Clause 6.2.2 above, the Private Party shall, at its cost:

6.2.3.1 procure the maintenance of sufficient telecommunication services within the SNR PPP Facility;

6.2.3.2 ensure that waste disposal facilities, including rubbish or waste removal bins, are clean and free from noxious or offensive odours;

6.2.3.3 ensure that the waste disposal facility is not unsightly and the waste is frequently removed and the area surrounding the waste disposal facility is clean, neat and tidy in accordance with the Institution’s Waste Policies from time to time.

6.2.4 Should the Utilities within the SNR PPP Facility or part thereof be provided by the Institution, then the Institution shall -

6.2.4.1 procure that sub-meters in respect of any Utilities are installed to monitor consumption or usage thereof by the Private Party. It will be the Private Party's responsibility to ensure within the first month of operation that the sub-meters read and function correctly to eliminate conflicts on meter readings during the Project Term; and

6.2.4.2 the Private Party shall pay to the Institution, the Utility Charges as measured by such sub-meters, together with VAT thereon, within 7 (seven) days of receipt of an invoice in respect thereof from the Institution.

6.2.5 If the Private Party fails to pay any Utility Charges in accordance with this Clause 6.2, the Institution may, in its sole and absolute discretion and without derogating from any of its other rights in law, terminate the provision of the Utilities in relation thereto.

6.2.6 For the avoidance of doubt, the Parties specifically record that the provision of any Utilities by the Institution to the Private Party shall not be construed as an incident of possession or occupation of the SNR PPP Facility by the Private Party. Accordingly: in the event that the Institution terminates the provision of any such Utilities on account of non-payment of the relevant Utility Charges as contemplated in this Clause 6.2, the Private Party shall not be entitled to claim or rely on the principle of spoliation (*mandament van spolie*) as a defence.

6.3 **Consumer Protection Act Requirements**

6.3.1 The Institution shall require the Private Party to comply with the provisions of the Consumer Protection Act that affect the Private Party's business.

6.3.2 In the event of the Private Party failing to comply with the provisions of the Consumer Protection Act applicable to it and fails to remedy such non-compliance before the expiry of the period referred to in a notice by the Institution, the Institution may terminate this PPP Agreement in accordance with Clause 26 by written notice to the Private Party.

6.4 **Unauthorised Payments**

The Private Party shall not:

6.4.1 offer or give or agree to give any person in the Institution's employment, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the execution of this PPP Agreement or any other contract or agreement or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract or agreement for the Institution; or

6.4.2 enter into this PPP Agreement or any other contract or agreement with the Institution in connection with which commission has been paid or agreed to be paid by any person, either personally or on such person's behalf, or to their knowledge, unless before that agreement is made, particulars of such commission and of the terms and conditions of any such agreement have been disclosed in writing to the Institution.

6.5 **Third Party Contracts**

The Private Party may use a third party or third parties through sub-contracting to carry out all or part of its operation, and management obligations under this PPP Agreement only if approved by the Institution in writing and if the Institution is comfortable that the third party possesses the same experience, qualities and other attributes as the Private Party. The terms of any such sub-contract as aforementioned shall in all material respects reflect the relevant provisions of this PPP Agreement and be subject to the prior written notification and delivery of a copy of the relevant contract to the Institution, provided that the engagement of a third party shall not release the Private Party from any of its obligations hereunder.

7. LABOUR LAWS

7.1 The Private Party agrees to abide by the laws in force, as amended from time to time, relating to employees engaged in relation to the Business and shall use its best endeavours to ensure similar compliance by its contractors, sub-contractors at all levels, assignees and agents.

7.2 The Private Party undertakes to promptly notify the Institution upon its employees embarking on and/or participating in any form of strike or industrial action as a result of any dispute between the Private Party and its employees for any reason whatsoever.

7.3 The Private Party shall enter into a separate Housing Rental Agreement with the Institution in respect of the housing of its staff, if applicable.

8. PRIVATE PARTY COVENANTS

8.1 Subject to the provisions of this PPP Agreement, the Private Party shall conduct and manage the Project:

8.1.1 at its own cost and risk;

8.1.2 in compliance with all applicable Laws, Regulatory Provisions and the Consents;

8.1.3 in compliance with all applicable health and safety standards; and

8.1.4 in accordance with Good Industry Practice.

8.2 The Private Party shall take all reasonable steps to ensure that all the Private Party Parties visiting or working at the SNR PPP Facility, adhere to, abide by and comply with:

8.2.1 all Regulatory Provisions, the Environmental Specifications in respect of the Protected Area and specifically in respect of the SNR PPP Facility and the EIA;

8.2.2 the terms of this PPP Agreement; and

8.2.3 any valid and enforceable directives or rules issued by the Institution from time to time. In cases where the Private Party believes that the Institution has issued a directive or rule that is either not valid, or that impacts materially on the commercial soundness of the Project, the Private Party shall have the right to appeal against such rule or directive with the Institution the Institution and/or any other person determined by the Institution, in its sole and absolute discretion. the Institution and/or such other person determined by the Institution will verify whether the directive or rule in question was valid and consistent with practice elsewhere in the Park. Pending the results of such an appeal, the Private Party shall abide by the said directive or rule.

8.3 The Private Party shall be responsible for:

8.3.1 obtaining and keeping current all the Consents which may be required for the performance of its obligations under this PPP Agreement;

8.3.2 implementing each consent within the period of its validity in accordance with its terms;

8.3.3 undertaking, according to the terms of this PPP Agreement, all of its obligations within the time periods specified; and

8.3.4 maintaining and keeping the SNR PPP Facility clean including the area of responsibility described in Schedule 1 hereto.

8.4 Without prejudice to Clauses 8.3.1 and 8.3.2, the Private Party shall obtain all necessary permits, approvals and/or licences in accordance with the Regulatory Provisions and shall comply with all conditions of any permit, approval or licence granted by any Relevant Authority and shall take all other necessary action required under the relevant Regulatory Provisions governing all facets of the conduct of the Project during the Project Term.

8.5 The Private Party shall bear all risks and costs with respect to material damage to the SNR PPP Facility or the environment caused by the operation of the SNR PPP Facility during the Project Term arising from any act whatsoever, including an omission by the Private Party.

8.6 The Private Party shall take all reasonable steps in the performance of its obligations hereunder to prevent and limit the occurrence of any Environmental or health hazards and to ensure the health and safety of the Private Party Parties.

8.7 Unless otherwise agreed in writing by the Institution, the Private Party and other parties to the Associated Agreements shall have no interest in nor receive remuneration in connection with the SNR PPP Facility except as provided for in the PPP Agreement or the Associated Agreements.

9. WARRANTIES

9.1 Private Party Warranties

The Private Party warrants that:

9.1.1 it has taken all necessary actions to authorise its execution of this PPP Agreement;

9.1.2 the execution and performance of all of its obligations in terms of this PPP Agreement does not and will not contravene any provision of the Constitutional Documents of the Private Party as at the Signature Date and the Operation Commencement Date, or any order or other decision of any Responsible Authority or arbitrator that is binding on the Private Party as at the Signature Date and at the Operation Commencement Date;

9.1.3 for the Project Term, no encumbrances shall be granted or created in respect of the Project Assets (other than the Licensed Intellectual Property not owned by the Private Party), including that it has not registered or granted any security interests over the Project Assets which could in any manner (whether in contract or in Law) defeat or override the Institution’s interest in the Project Assets;

9.1.4 all Consents required by the Private Party to meet the Project Deliverables shall be in full force and effect as at the Signature Date and as at the Operation Commencement Date, save for any Consents which are not required under applicable Law to be obtained by the Signature Date or the Operation Commencement Date (as the case may be), provided that the Private Party warrants that it knows of no reason (having used its best endeavours to enquire in this regard) why any such Consent will not be granted on reasonable terms by the time it is required to obtain such Consent;

9.1.5 as at the Operation Commencement Date all authorisations, approvals and licenses required in order to permit the Private Party or the Subcontractors to make use of the Licensed Intellectual Property and the Transferable Licensed Intellectual Property for purposes of performing the Project Deliverables have been validly granted and will remain effective for the remainder of the Project Term, unless the Licensed Intellectual Property and the Transferable Licensed Intellectual Property is required for a shorter period in which event the Private Party or the Subcontractors shall ensure that it has been validly granted and will remain effective for such shorter period of time;

9.1.6 no litigation, arbitration, investigation or administrative proceeding relating to the Private Party or any of its shareholders is in progress as at the Signature Date and as at the Operation Commencement Date or, to the best of the knowledge of the Private Party as at the Signature Date and as at the Operation Commencement Date having made all reasonable enquiries, threatened against it, which is likely to have a material adverse effect on the ability of the Private Party to meet the Project Deliverables;

9.1.7 as at the Signature Date and as at the Operation Commencement Date, the Private Party is not subject to any obligation, the non-compliance of which is likely to have a material adverse effect on its ability to meet the Project Deliverables;

9.1.8 as at the Signature Date and as at the Operation Commencement Date, no proceedings or any other steps have been taken or, to the best of the knowledge of the Private Party having made all reasonable enquiries, threatened for the winding-up or liquidation or business rescue proceedings (whether voluntary or involuntary, provisional or final), or deregistration of the Private Party or any of its shareholders, or for the appointment of a liquidator, business rescue practitioner or similar officer over it or over any of its assets;

9.1.9 all information disclosed by or on behalf of the Private Party to the Institution at any time up to the Signature Date and from the Signature Date up to the Operation Commencement Date, and, in particular, during the bid process preceding the award of this PPP Agreement to the Private Party, is true, complete and accurate in all material respects and the Private Party is not aware of any material facts or circumstances not disclosed to the Institution which would, if disclosed, be likely to have an adverse effect on the Institution's decision (acting reasonably) to award this PPP Agreement to the Private Party;

9.1.10 it is not a Restricted Enterprise;

9.1.11 in being awarded its appointment under this PPP Agreement, it did not engage, either directly or indirectly, or in any manner participate in the perpetration of a Corrupt Act;

9.1.12 as at the Signature Date and as at the Operation Commencement Date:

9.1.12.1 the Private Party has an authorised and issued share capital as set out in the Constitutional Documents and all shares in the issued share capital of the Private Party are fully paid up; and

9.1.12.2 all shares in the issued share capital of the Private Party are legally and beneficially owned by the Shareholders.

9.2 **The Institution Warranties**

The Institution warrants that –

9.2.1 it has taken all necessary actions to authorise the execution of this PPP Agreement;

9.2.2 it has not knowingly omitted to disclose any material information in its possession or under its control relating to any of its assets related to this PPP Agreement;

9.2.3 it has lawfully secured the Consents required by it in terms of Law to conclude this PPP Agreement; and

9.2.4 no restrictive conditions of title exist over the SNR that would in any manner prevent or obstruct the Private Party from performing the Project Deliverables.

10. PRIVATE PARTY INDEMNITIES

10.1 The Private Party indemnifies and shall keep the Institution indemnified at all times against all direct losses sustained by the Institution in consequence of –

10.1.1 any:

10.1.1.1 loss of or damage to property relating to the Project;

10.1.1.2 breach of a statutory duty by the Private Party or any of its Subcontractors arising under applicable Law relating to the Project;

10.1.1.3 claim for or in respect of the death or personal injury of any individual; or

10.1.1.4 other claim, action, charge, cost, demand or expense by a third party, (including, without limitation, any legal fees or reasonable costs) arising in connection with the performance or non-performance of any of the Project Deliverables save to the extent caused by the gross negligence or wilful misconduct of the Institution or any the Institution Employee (acting within the course and scope of its employment with the Institution) or by a breach by the Institution of an express provision of this PPP Agreement.

10.2 In the event of the Institution incurring a third party claim ("third party claim") for which the Private Party has indemnified it then the Institution shall notify the Private Party thereof within a period of 10 (ten) Business Days of the Institution becoming aware of such claim.

10.3 The Institution will provide the Private Party with all reasonable co-operation and assistance in relation to the third-party claim.

10.4 Subject to the terms of any Project Insurances, the Private Party shall be entitled to dispute any such third-party claim, at its own cost and risk, and where necessary in the name of the Institution (with the prior written approval of the Institution), subject to the Private Party -

10.4.1 exercising due care in defending a third party claim so as not to bring the name of the Institution into disrepute;

10.4.2 keeping the Institution fully informed of the conduct of such third-party claim; and

10.4.3 obtaining the written approval of the Institution (which shall not be unreasonably withheld or delayed) prior to settling any third-party claim.

11. LIMITATIONS ON LIABILITY

11.1 Neither Party shall be entitled to recover (whether pursuant to an indemnity or otherwise) any loss to the extent that it has already been or is entitled to be compensated for that loss whether by way of Project Insurance payments or otherwise.

11.2 In particular, each Party shall be under an obligation to mitigate the consequences of any conduct in respect of which it is entitled to compensation under this PPP Agreement (whether by way of indemnity or otherwise).

11.3 Neither Party shall be liable to the other for any damages or any indemnity to the extent that the damages or the amount claimed under the indemnity is for or arises out of loss of profit, loss of use, loss of production, loss of business or loss of business opportunity or is a claim for consequential loss suffered or allegedly suffered by any person.

12. PROJECT SITE

12.1 SNR PPP Facility

12.1.1 The Private Party acknowledges that the Government holds all right, title and interest in the SNR PPP Facility.

12.1.2 The location and physical boundaries of the SNR PPP Facility shall be the areas defined in Schedule 1.

12.2 Access Following Commencement

12.2.1 With effect from the Signature Date, the Institution grants to the Private Party and shall use all reasonable endeavours to ensure that for the duration of the Project Term, the Private Party and the Private Party Parties have such access to the SNR PPP Facility as is required by the Private Party for the carrying out of the Project, subject at all times to the provisions of this PPP Agreement.

12.2.2 With effect from the Expiry Date or the Termination Date, as the case may be, the Private Party's interest in the SNR PPP Facility shall automatically terminate and the Private Party shall be given access to the SNR PPP Facility only for purposes of giving effect to the provisions of Clause 29 (*Effects of Termination*).

12.3 Project Site Conditions

12.3.1 It is recorded that the Institution has made available to the Private Party for its information, prior to the Signature Date, all relevant data in the Institution's possession on the conditions at the SNR PPP Facility, including Environmental aspects. The Institution shall similarly make available to the Private Party all such similar information which comes into the Institution's possession after the Signature Date. The

Private Party shall be responsible for interpreting all such data.

12.3.2 Notwithstanding the provisions of Clause 12.3, the Private Party shall be deemed at the Signature Date to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the execution of the Project Deliverables. To the same extent, the Private Party shall be deemed as at the Signature Date to have inspected and examined the SNR PPP Facility, its surroundings, the above data and other available information. To this end, the climatic, hydrological, hydrogeological, ecological, Environmental, geotechnical, geological, palaeontological and archaeological conditions of the SNR PPP Facility ("**Project Site Conditions**") shall be the sole responsibility of the Private Party. Accordingly, without limiting any other obligations of the Private Party that are included in the Project Deliverables, the Private Party shall be deemed as at the Signature Date to have –

12.3.2.1 carried out an investigation of all Project Site Conditions and of any extraneous material in the SNR PPP Facility including its surface, sub-soil, ground water and flood line;

12.3.2.2 for the purpose of such investigation in Clause 12.3.2, inspected and examined the SNR PPP Facility and surroundings thereof;

12.3.2.3 satisfied itself as to the nature of the Project Site Conditions, the form and nature of the SNR PPP Facility, the risk of damage to property affecting the SNR PPP Facility, the nature of the materials (whether natural or otherwise) to be excavated, if any, and the nature of the design, works and material necessary for the execution of the Project Deliverables and the remedying of any defects; and

12.3.2.4 satisfied itself as to the adequacy of –

12.3.2.4.1 its right of passage over, access to and through the SNR PPP Facility; and

12.3.2.4.2 any accommodation it may require for the purposes of fulfilling any of its obligations included in the Project Deliverables, such as any additional land or buildings located outside the SNR PPP Facility;

12.3.2.5 satisfied itself as to the possibility of interference by persons (including pedestrian and vehicle traffic) with rights-of-way across, access to or use of the SNR PPP Facility with particular regard to the owners and users of any land adjacent to the SNR PPP Facility and the SNR; and

12.3.2.6 satisfied itself as to the precautions, times and methods of working necessary to prevent or minimise nuisance or interference being caused to any third parties or the Environment.

12.4 To avoid doubt, the Private Party accepts full responsibility for all matters in Clause 12.3.2 and the Private Party shall, in respect of the SNR PPP Facility -

12.4.1 from the Signature Date, not be entitled to make any claim against the Institution whether in contract, delict or otherwise on any ground relating to the matters in Clause 12.3.2; and

12.4.2 from the Operation Commencement Date be responsible for and shall indemnify the Institution against -

12.4.2.1 all direct losses sustained by the Institution in consequence of cleaning-up and otherwise dealing with any potentially hazardous materials (being any natural or artificial substance, whether in solid, gaseous or liquid form) capable of causing harm to any human or any other living organism supported by the Environment or capable of damaging the Environment or public health or posing a threat to public safety including any pollutants and any hazardous, toxic, radioactive, noxious, corrosive or dangerous substances and all substances for which in each case liability or responsibility is imposed under applicable Environment Law at the SNR PPP Facility; and

12.4.2.2 any losses incurred by the Institution and/or a third party for any failure to implement, non-compliance or transgression whatsoever, whether intentional or negligent, and whether committed by the Private Party or any of its Subcontractors or contractors of the terms and conditions contained in the Environmental Specifications, it being recorded that the Private Party shall assume liability for such losses notwithstanding that it acts as agent on behalf of the Institution (as holder of the Environmental Specifications) in implementing the terms and conditions of the Environmental Specifications.

12.5 **Suitability and Condition of the SNR PPP Facility**

The Institution makes no representation and gives no warranty to the Private Party in respect of the condition and suitability of the SNR PPP Facility or any structures associated therewith or located therein, for the Project, and the Private Party accepts the SNR PPP Facility and structures in their present condition.

13. HANDOVER

13.1 It is a fundamental requirement by the Institution that the handover of the SNR PPP Facility is undertaken on the basis that:

13.1.1 there is no or minimal disruption in the provision of goods and services to visitors to the SNR and includes use of vehicles for products on offer to visitors to the SNR;

13.1.2 any structural alterations do not cause the SNR PPP Facility to be closed unless alternatives are provided (unless it was closed in any event);

13.1.3 the handover shall be undertaken in such a manner to cause the least disruption and/or intrusion to the Institution and employees and then only in a manner which is mutually acceptable to both the Institution and the Private Party;

13.1.4 the business of the SNR PPP Facility will be conducted in the usual manner throughout the Handover Period; and

13.1.5 The Institution shall not be liable for any claims or actions which arise during the Handover Period irrespective of the cause or nature of same.

13.2 During the Handover Period:

13.2.1 the Private Party and the Institution shall co-operate and work together to achieve an effective handover of management of the SNR PPP Facility to the Private Party on the Operation Commencement Date;

13.2.2 the Private Party shall be entitled to nominate one or more representatives to be stationed at the SNR PPP Facility, to work with the Institution management to effect a smooth handover. The Private Party's representatives shall however have no authority in relation to the Institution operations or employees during the Handover Period.

13.3 On the Operation Commencement Date, the Private Party shall assume full responsibility under this PPP Agreement for the operations, and expenses thereof, relating to the SNR PPP Facility, and be entitled to the fruits hereof.

14. THE ENVIRONMENT

14.1 To the extent that the Private Party needs to construct infrastructure, buildings or any other structures to support the carrying out of the Project which, pursuant to the relevant Regulatory Provisions, requires an EIA, the Private Party shall not commence such construction until the Institution is satisfied that the said EIA has been undertaken in compliance with the relevant Regulatory Provisions and to the satisfaction of the Responsible Authority.

14.2 During the Project Term, the Private Party shall conduct, manage and carry out the Project at all times in an Environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a proclaimed Nature Reserve and shall adhere to the Regulatory Provisions and the Environmental Specifications.

14.3 The Private Party shall promptly bring to the attention of the Institution any matter which may, in its view, have a detrimental impact on the Environment within the SNR PPP Facility and the SNR.

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

14.5 The Private Party shall comply with its statutory duties in terms of the Environmental Laws and at all times take reasonable measures to prevent pollution or degradation from occurring, continuing or recurring and in so far as such harm to the Environment is authorised by the Institution, the findings of the EIA or by law, to minimise and rectify such pollution or degradation of the Environment.

15. THE INSTITUTION'S UNDERTAKINGS

15.1 All decisions, determinations, instructions, inspections, examinations, tests, consents, approvals, certifications, expressions of satisfaction, acceptances, agreements, exercises of discretion (whether sole or otherwise), nominations or similar acts of the Institution hereunder shall be given, made and done in writing.

15.2 The Institution shall continue, in the ordinary course of business, to market and promote the SNR PPP Facility and co-operate with the Private Party in preparing marketing and promotional material so as to ensure that the SNR PPP Facility is properly marketed and promoted as an integral part of the Park and the marketing and promotional programme for the Park as a whole.

15.3 The Institution will co-operate with and assist the Private Party in any manner as may reasonably be necessary to ensure the continued viability of the SNR PPP Facility and will not engage in acts or omissions which may materially affect the rights or interests of the Private Party in respect of the SNR PPP Facility.

15.4 Without limiting the generality of Clause 15.3, the Institution reserves the right to, where a dispute that might have a negative effect on the Institution's guests arises as per Clause 30, take reasonable actions to prevent inconvenience to the Institution's guests.

15.5 The Institution will operate and manage the SNR and will promote it in such manner as may reasonably be necessary to ensure the continued viability and sustainability of the Protected Area as a Nature Reserve and as a sustainable and attractive tourist and conservation undertaking.

15.6 The Institution's procurement processes in relation to the Project complied, to the best of the Institution knowledge and belief, in all material respects with:

15.6.1 all relevant legislation, regulations and the like governing such procurement processes; and

15.6.2 all current labour agreements, covenants and the like whether with individual employees or with employee organisations.

16. PROHIBITION OF EMPLOYMENT OF THE INSTITUTION EMPLOYEES

The Private Party shall ensure that it does not make any unauthorised contact with any the Institution Employees other than as contemplated in this PPP Agreement. For the avoidance of doubt, the Private Party is prohibited from making any offers of employment to any of the Institution Employees who were directly engaged in the procurement of the Project for a period of 24 (twenty four) months from the Signature Date.

17. BLACK ECONOMIC EMPOWERMENT

17.1 The Private Party shall ensure compliance with all Regulatory Provisions relating to Black Economic Empowerment and undertakes to implement the BEE Obligations set out in Schedule 5.

17.2 If the Private Party fails to implement its BEE Obligations in accordance with this PPP Agreement, the Institution may give the Private Party notice thereof and, if any such failure is not remedied within 14 (fourteen) Business Days (or such longer period as the Institution may, in its sole discretion, specify), the Institution shall be entitled to terminate this PPP Agreement in accordance with its terms.

18. FINANCIAL PROVISIONS AND PAYMENT

18.1 **Gross Revenue**

18.1.1 For the purposes of this PPP Agreement "**Gross Revenue**" shall mean:

18.1.1.1 any and all income or revenue received by or accruing to the Private Party, its Subcontractors or its cessionaries and successors-in-title from all activities carried on, at or by virtue of the Project, in any manner, directly or indirectly, as is or would normally be included in gross revenue in terms of IFRS . Without derogating from its generality, the term "Gross Revenue" shall mean revenue before the deduction of:

18.1.1.1.1 bad debts (or provisions therefore);

18.1.1.1.2 commissions or similar consideration paid or payable;

18.1.1.1.3 cash, credit-card or similar discounts or commissions; and

18.1.1.1.4 costs and expenses other than trade discounts granted in circumstances that are not arm's-length or to a related party;

18.1.1.2 **and Gross Revenue shall include:**

18.1.1.2.1 commissions received or receivable; and

18.1.1.2.2 rentals and other fees received or receivable;

18.1.1.3 **but shall exclude:**

18.1.1.3.1 sales tax, value-added tax and any other similar impost levied on gross revenue (or any of its components) that is normally included in or added onto the tariffs or prices charged to guests or customers and which is not normally included in gross revenue in terms of IFRS;

18.1.1.3.2 interest received or receivable;

18.1.1.3.3 the proceeds of, profit or surpluses on the disposal of non-current assets;

18.1.1.3.4 transfers from reserves; and

18.1.1.3.5 bad debts recovered.

18.2 **PPP Fees**

18.2.1 The Private Party shall pay the PPP Fee to the Institution each and every month from the Operation Commencement Date.

18.2.2 The monthly PPP Fees payable by the Private Party to the Institution shall be the higher of:

18.2.2.1 the Minimum PPP Fee; or

18.2.2.2 the Variable PPP Fee.

18.2.3 The Minimum PPP Fee or the Variable PPP Fee will be calculated using the formula set out in Schedule 6.

18.2.4 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 SNR PPP Facility and shall be payable by the Private Party to the Institution within 7 (seven) Business Days following the end of each month, free of deduction or set-off, to the Institution.

18.2.5 For purposes of reconciling the PPP Fees payable by the Private Party in any given Financial Year, the Private Party shall, within 120 (one hundred and twenty) days after the end of each Financial Year, furnish its audited financial statements to the Institution, whereafter the Institution shall verify and reconcile the PPP Fees due against the PPP Fees actually paid in the relevant Financial Year.

18.2.6 In the event that subsequent to the enquiry contemplated in clause 19.2.5 above, the PPP Fees paid by the Private Party are less than the PPP Fees due to the Institution in the relevant Financial Year (the "**Outstanding Fees**"), the Private Party shall pay the Outstanding Fees to the Institution upon demand.

18.2.7 All PPP Fees or other amounts payable by the Private Party to the Institution in terms of this PPP Agreement shall be exclusive of VAT.

18.2.8 The Private Party 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 Operation Commencement Date, thereafter PPP Fees will be payable as provided for herein.

18.3 **Taxes**

18.3.1 The Private Party will be responsible for all taxes of general application and without limiting the generality of the a foregoing, any duties, PPP Fees or taxes assessed by any Relevant Authority in respect of the SNR PPP Facility, or in respect of the Project or any other activities conducted within the Park or activities undertaken by the Institution relating to the regulation of this PPP Agreement. These taxes will exclude any capital gains tax, income tax; VAT or other taxation on income which is earned by the Institution or, notwithstanding this PPP Agreement, any tax payable by the Institution.

18.3.2 Notwithstanding that all consideration payable by the Private Party hereunder shall be deemed to be exclusive of VAT and any other rates, taxes, duties, charges or imposts which may be or become payable thereon, the Private Party shall be obliged, at all times, to pay VAT as required by the VAT Act.

18.3.3 All payments to be made to the Institution by the Private Party in terms of this PPP Agreement shall be free of set-off or any other deductions whatsoever and shall be paid by way of electronic funds transfer into the bank account specified by the Institution in its invoices or in otherwise in writing from time to time.

18.4 Interests shall accrue on all overdue amounts payable in terms of this PPP Agreement as per the Institution's Financial Rules and Regulations.

19. PERFORMANCE BOND

19.1 The Private Party shall provide to the Institution the Performance Bond which shall be operative from the Signature Date, in favour of the Institution issued by a bank or financial institution acceptable to the Institution substantially in the format specified in Schedule 11.

19.2 The Private Party shall maintain a valid Performance Bond (in accordance with the provisions hereof) from the Signature Date until 90 (ninety) Business Days after the expiry or earlier termination of this PPP Agreement.

19.3 Within 90 (ninety) Business Days of the expiry or earlier termination of this PPP Agreement, the Institution shall release all or so much of the Performance Bond as shall remain undrawn after such expiry or termination.

19.4 The amount to be guaranteed by the Performance Bond for the first twelve month period as from the Signature Date shall be the sum of R 400 000.00 (four hundred thousand rand).

19.5 The Performance Bond shall be reinstated in full and its amount adjusted annually within 90 (ninety) Business Days of the end of each Project Year such that the amount to be guaranteed by the Performance Bond for the relevant Project Year is not less than the amount indicated in Clause 19.4 as adjusted to reflect changes in the CPI since Bid Submission.

19.6 The Performance Bond shall secure the Private Party's performance under this PPP Agreement and may be called on by the Institution to the extent of any costs, losses, damages or expenses suffered or incurred by the Institution as a result of breach by the Private Party of this PPP Agreement, including, but not limited to, compensation to the Institution for any actions taken by the Institution as a result of breach by the Private Party of any Regulatory Provision(s), Laws, Legislation or Environmental Specifications and payment obligations hereunder. The Performance Bond may also be called upon for any delay in the payment of sums due to the Institution in respect of PPP Fee payments.

19.7 Prior to enforcing the Performance Bond, the Institution shall give notice to the Private Party, informing the Private Party of the breach giving rise to the right of enforcement of the Performance Bond. If such breach is not remedied within the remedy period, the Institution may enforce the Performance Bond.

19.8 The Performance Bond may only be enforced to the extent of any costs, losses, damages or expenses suffered or incurred and/or reasonably expected to be suffered or incurred as a result of the breach that gave rise to the right to enforce the Performance Bond.

20. SURETY

As additional security for its obligations under this PPP Agreement, the Private Party shall procure that each of the Shareholders shall, on or before the Signature Date, execute the Suretyship in terms of which each of the Shareholders shall bind itself as surety for the Private Party and co-principal debtor *in solidum* with the Private Party to the Institution for the due and punctual performance by the Private Party of its obligations under this PPP Agreement.

21. PROJECT INSURANCES

21.1 The Private Party shall insure all insurable properties within the SNR PPP Facility including the Project Assets, with a reputable insurance company by no later than the Operation Commencement Date, and such insurance shall:

21.1.1 be for not less than the full replacement value of the Project Assets;

21.1.2 be against the risk of fire, lightning, explosion, storm, flood, earthquake, riots (including political riot), strikes and malicious damage;

21.1.3 cover environmental damage; and

21.1.4 include:

21.1.4.1 property and casualty insurance;

21.1.4.2 public liability and third party insurance;

21.1.4.3 employer's liability insurance;

21.1.4.4 business interruption insurance; and

21.1.4.5 all risks cover and loss of the PPP Fee for at least six (6) months consequent upon the damage to or destruction of the Project Assets as a result of any of the aforesaid events.

21.2 The insurances required in terms of Clause 22.1. above must be approved by the Institution prior to the Operation Commencement Date and shall at all times be of nature and value stipulated by the Institution's insurance company from time to time.

21.3 All premiums, subsequent renewal premiums, all additional premiums and all stamp duties in respect of the relevant insurance policies, shall be paid by the Private Party.

21.4 Should the Private Party be in breach of the provisions of Clause 21.1, the Institution may, after consultation with the Private Party and giving the Private Party thirty (30) days within which to comply with Clause 21.1, procure and maintain, at the sole cost and expense of the Private Party, the insurances referred to in Clause 21.1 to the extent that the Institution deems necessary. In this event, the Private Party shall be obliged to refund to the Institution all premiums disbursed by the Institution on behalf of the Private Party within a period of fourteen (14) days of receiving written notice from the Institution to do so.

21.5 The Private Party shall comply with all the terms and conditions embodied in the insurance policy or insurance policies referred to in Clause 21 and undertake not to commit any act or permit any act to be committed or omit to do anything which in any way affects or vitiates such insurance policy or policies.

21.6 The Private Party undertakes to provide the Institution with certified copies of the certificates of insurance and certified copies of the insurance policies within seven (7) days of the Operation Commencement Date to be attached to this PPP Agreement as Schedule 10. Such certificates and policies shall reflect all insurance coverage stipulated by the Institution.

21.7 The Institution shall insure all the buildings or physical structures of the SNR PPP Facility with a reputable insurance firm.

22. REPORTING REQUIREMENTS

22.1 **General**

22.1.1 The Private Party shall be required to compile and deliver to the Institution a comprehensive quarterly and annual reports in the form prescribed by the Institution from time to time for purposes of reporting on the implementation and performance of the Project Deliverables.

22.1.2 In addition to the Private Party's reporting obligations stipulated in Clause 23.1.1, the Private Party shall, within 10 (ten) Business Days of the event occurring, report in writing to the Institution details of the following events -

22.1.2.1 any encumbrance, lien or attachment imposed on any of the Private Party's property and any seizure thereof which encumbrance, lien, attachment or seizure materially affects, impedes or obstructs (whether directly or indirectly) the ability of the Private Party to perform the Project Deliverables;

22.1.2.2 any transaction in respect of the Equity of the Private Party of which the Private Party is aware; or

22.1.2.3 any receipt by the Private Party of a notice of default under any Financing Agreement from the Lenders, the circumstances thereof and possible results as viewed by the Private Party.

22.1.3 The Private Party shall, within 10 (ten) Business Days of the receipt of a written request from the Institution, provide the Institution with –

22.1.3.1 any information the Institution may reasonably request pertaining to the PPP Agreement or that the Institution is entitled to under any Law; and

22.1.3.2 a written report on any aspect of the Private Party's performance of the Project Deliverables or on its compliance with any other obligation under this PPP Agreement.

22.2 **Appointment of Private Party Auditors**

22.2.1 The Private Party will be obliged to appoint a medium- to large-tier auditor (as defined by the Independent Regulatory Board for Auditors) as the Private Parties' auditors for the Project. Failure to do so may result in termination of this PPP Agreement.

22.2.2 In furtherance of its reporting obligations as a company in terms of all applicable Laws, the Private Party shall at all times comply with the record keeping and reporting requirements of the Companies Act if failure to do so would be a breach of the Companies Act and shall ensure that by the Signature Date it has, at its own expense, procured the services of a reputable firm of auditors and that, by the Operation Commencement Date, the Private Party shall implement a suitable accounting and cost control system consistent with IFRS so as to properly prepare and record all financial information relating to the Private Party's activities in respect of the Project. Copies of such accounts and reports shall be provided to the Institution on written request, and the Institution shall have the right to have access to and the right to remove such accounts and reports if acting within its rights and if so required in terms of applicable Laws.

22.2.3 The Private Party shall similarly cause the Subcontractors to make all information, books of accounts, records and other data relating to the Project available to the Institution on reasonable notice if so required in terms of applicable Laws and if reasonably required for this PPP Agreement.

22.2.4 The Institution may, on reasonable suspicion of fraud or fraudulent misrepresentation by the Private Party which has a direct impact on the Institution and without any prior notice to the Private Party, meet and consult with the Private Party's auditors regarding the Private Party's accounts and operations from time to time at the cost of the Institution, subject to Clause 22.2.6 below.

22.2.5 The Institution may also, on reasonable suspicion of fraud or fraudulent misrepresentation by the Private Party and without any prior notice to the Private Party, conduct or require that a firm of independent auditors conduct additional audits of the Private Party, at the cost of the Institution.

22.2.6 Notwithstanding the provisions of Clauses 22.2.4 and 22.2.5 above, if the investigations conducted conclude that the Private Party has committed a fraud or fraudulent misrepresentation, as contemplated in Clauses 22.2.4 and 22.2.5 above, then the Private Party shall be liable for the reasonable costs of meeting(s) and/or audit(s).

22.3 **Bi-Annual Management Reports**

The Private Party shall furnish to the Institution as soon as practicable, but in any event no later than 20 (twenty) Business Days after the sixth month in each Financial Year which occurs after the Operation Commencement Date, 1 (one) hardcopy and 1 (one) electronic copy of the Private Party's management accounts (which must be consistent with its books of account and prepared in accordance with IFRS and consistently applied), which shall include –

22.3.1 a balance sheet of the Private Party's assets and liabilities;

22.3.2 an income statement; and

22.3.3 a cash flow statement as at the end of and for such period, and for the period from the beginning of such Financial Year to the close of such six monthly period.

22.4 **Annual Reports**

22.4.1 The Private Party shall furnish to the Institution 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 -

22.4.1.1 3 (three) hardcopies and 1 (one) electronic copy of the Private Party's complete financial statements for such Financial Year as signed by a duly authorised officer of the Private Party, all in accordance with the requirements of accounting best practice (which must be consistent with the books of accounts and prepared in accordance with IFRS consistently applied), together with an audit report thereon;

22.4.1.2 a copy of any audit findings report sent by the Private Party's auditors to the Private Party or to its management in relation to the Private Party's financial, accounting and other systems, management and accounts; and

22.4.1.3 a reconciliation of the profit and loss account and the budget for that Financial Year, and an analysis thereof.

23. INFORMATION AND AUDIT ACCESS

23.1 The Private Party shall provide to the Institution all information, documents, records and the like (including all contracts concluded by it for the purposes of or ancillary to the implementation of this Project) in the possession of or available to the Private Party as may reasonably be requested by the Institution for the purpose of complying with any of its statutory reporting obligations including its obligations under the Promotion of Access to Information Act, 2000, the Promotion of Administrative Justice Act, 2000, the Promotion of Equality and Prevention of Unfair Discrimination Act, 2000, the PFMA and the Public Audit Act, 2004.

23.2 Without limiting the generality of the aforegoing, the Private Party shall:

23.2.1 provide and shall procure that its Subcontractors shall provide all such information as the Institution may reasonably require from time to time to enable the Institution to provide reports and returns as required by any Responsible Authority, including reports and returns regarding the physical condition of any building occupied by the Institution for purposes of the Project, health and safety, national security, and Environmental safety; and

23.2.2 note and facilitate the Institution's compliance with the Promotion of Access to Information Act, 2000 in the event that the Institution is required to provide information to any person pursuant to that Act.

23.3 For a period of not less than 12 (twelve) months following the Termination Date or the Expiry Date, whichever is applicable, or otherwise in accordance with applicable Laws, the Private Party shall retain in safe storage (either electronically or in hardcopy) all records required in terms of this PPP Agreement, which were in existence at the Expiry Date or the Termination Date. Upon expiry of such period or such earlier date as may be requested by the Institution, the Private Party shall deliver all such records (or where such records are required by Law to remain with the Private Party or the Shareholders, copies thereof) to the Institution or to its nominee in such manner and at such location as the

Institution shall specify. The costs relating to the retention of such records in safe storage and delivery of same shall be borne by the Private Party.

24. THE INSTITUTION STEP-IN

24.1 If the Institution reasonably believes that it needs to take any action in connection with the Project Deliverables because a serious and urgent risk arises to the health or safety of persons or property, or to the Environment, or to national security and/or to discharge a statutory duty, then the Institution shall in its sole discretion be entitled to take action in accordance with the following provisions, provided that the Institution must cease to exercise its rights in terms of this Clause when the reason for the exercise of the rights no longer applies.

24.2 If pursuant to Clause 24.1 the Institution wishes to take action, it shall as soon as possible after reaching its determination to do so notify the Private Party in writing of -

24.2.1 the action it wishes to take;

24.2.2 its reasons for taking such action;

24.2.3 the date when it wishes to commence such action;

24.2.4 the time period (the "Step-in Period") which it reasonably believes will be necessary for such action and which must be a fixed period; and

24.2.5 to the extent practicable, the effect of such action on the Private Party and its obligations to perform the Project Deliverables during the Step-in Period.

24.3 Following the service of the notice referred to in Clause 25.2 , the Institution shall take such action as notified thereunder and any ancillary action as it reasonably believes is necessary (the **"Necessary Action**") and the Private Party shall give all reasonable assistance to the Institution in the conduct of such Necessary Action.

24.4 If the Private Party is not in breach of any of its obligations under this PPP Agreement in respect of which the Necessary Action is proposed to be taken, then for so long as and to the extent that the Necessary Action is taken, and such action prevents the Private Party from providing any part of the Project Deliverables:

24.4.1 the Private Party shall be relieved from such obligations; and

24.4.2 in respect of the time period over which such Necessary Action is conducted and provided that the Private Party provides the Institution with such reasonable assistance as the Institution may need in the conduct of such Necessary Action (such assistance, however, to be at the expense of the Institution to the extent of any incremental costs).

24.5 If the Necessary Action is taken as a result of a breach by the Private Party of any of its obligations under this PPP Agreement, then for so long as and to the extent that such Necessary Action is taken and prevents the Private Party from performing any of its obligations, the Private Party shall be relieved from such obligation.

24.6 The relief of the Private Party's obligations as contemplated in Clause 24.5 above shall apply only if by the expiry of the Step-in Period, the breach still subsists and if it constitutes a Private Party Default, then the Institution must serve a notice in terms of Clause 25 (t*he Institution's Options)* requiring the Private Party to remedy the Private Party Default or to put forward a Remedial Programme.

24.7 Where the provisions of Clause 24.5 apply, the Private Party shall be liable to the Institution for an amount equal to the Institution's reasonable costs of taking any Necessary Action as contemplated in Clause 24.5.

25. FORCE MAJEURE

25.1 **Definition and Procedure**

25.1.1 For the purposes of this PPP Agreement, "Force Majeure" means any of the following events or circumstances which are beyond the reasonable control of the party giving notice of force majeure, including but not limited to:

25.1.1.1 War (whether declared or not), civil war, armed conflicts or terrorism, revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other adverse weather condition, epidemic, quarantine, accident, acts or restraints of Government imposition, or restrictions of or embargos on imports or exports; or

25.1.1.2 nuclear contamination unless the Private Party and/or any Sub-contractor is the source or cause of the contamination; or

25.1.1.3 chemical or biological contamination of the SNR PPP Facility from any of the events referred to in Clauses 25.1.1.1 and 25.1.1.2 above,

that directly causes either Party to be unable to comply with all or a material part of its obligations under this PPP Agreement.

25.1.2 Subject to Clause 25.1.3, the Party claiming relief shall be relieved from liability under this PPP Agreement to the extent that it is not able to perform all or a material part of its obligations under this PPP Agreement as a result of an event of Force Majeure.

25.1.3 Where a Party is (or claims to be) affected by an event of Force Majeure:

25.1.3.1 it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this PPP Agreement, resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and

25.1.3.2 it shall not be relieved from liability under this PPP Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this PPP Agreement due to its failure to comply with its obligations under Clause 21.

25.1.4 The Party claiming relief shall serve written notice on the other Party within fifteen (15) Business Days of it becoming aware of the relevant event of Force Majeure. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Force Majeure Event.

25.1.5 A subsequent written notice shall be served by the Party claiming relief on the other Party within a further period of 5 (five) Business Days. The written notice shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the Party to perform, the action being taken in accordance with Clause 25.1.3.1, the date of the occurrence of the event of Force Majeure and an estimate of the period of time required to overcome it and/or its effects.

25.1.6 The Party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and when performance of its affected obligations will be resumed.

25.1.7 If, following the issue of any notice referred to in Clause 25.1.4, the Party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure and/or any failure to perform, it shall submit such further information to the other Party as soon as reasonably possible.

25.1.8 Neither the Institution nor the Private Party shall have any right to payment or otherwise in relation to the occurrence of an event of Force Majeure.

25.1.9 The Parties shall endeavour to agree any modifications to this PPP Agreement, which may be equitable having regard to the nature of an event or events of Force Majeure. This PPP Agreement shall terminate in terms of Clause 25.2 if no such agreement is reached.

25.2 **Termination for Force Majeure**

If, in the circumstances referred to in Clause 25.1.9, the Parties have failed to reach agreement on any modification to this PPP Agreement pursuant to that Clause, within one hundred and eighty (180) days of the date on which the Party affected serves notice on the other Party in accordance with that Clause, either Party may at any time afterwards terminate this PPP Agreement by written notice to the other Party having immediate effect, provided always that the effects of the relevant event of Force Majeure continue to prevent either Party from performing any material obligation under this PPP Agreement.

26. PRIVATE PARTY DEFAULT

26.1 **Definition**

"**Private Party Default**" means any of the following events or circumstances:

26.1.1 any arrangement, composition or compromise with or for the benefit of creditors (including any voluntary arrangement as defined in the Insolvency Act, No. 24 of 1936 or the Companies Act) being entered into by or in relation to the Private Party;

26.1.2 a liquidator, business rescue practitioner or the like taking possession of or being appointed over, or any business rescue proceedings, winding-up, execution or other process being levied or enforced (and not being discharged within ten (10) Business Days) upon, the whole or any material part of the assets of the Private Party (in any of these cases, where applicable, whether provisional or final, and whether voluntary or compulsory);

26.1.3 the Private Party ceasing to carry on business;

26.1.4 a resolution being passed or an order being made for the business rescue proceedings, winding-up, liquidation or dissolution of the Private Party (in any of these cases, where applicable, whether provisional or final and whether voluntary or compulsory);

26.1.5 the Private Party commits a breach of any of its material obligations under this PPP Agreement, which is not specifically mentioned in this Clause 27.1. For the avoidance of doubt for the purposes of this PPP Agreement a failure to comply with any of the obligations imposed on the Private Party as set out in the Schedules to this PPP Agreement shall be deemed to be a breach of a material obligation;

26.1.6 the Private Party fails to pay any sum or sums due to the Institution under this PPP Agreement including but not limited to the requirements contained in Clauses 45.10, 6.2 and Schedule 6 (which sums are not bona fide in dispute) and such failure continues for 10 (ten) Business Days from receipt by the Private Party of a notice of non-payment from the Institution;

26.1.7 The Private Party or any of its directors or officers is found guilty of a criminal offence involving fraud or bribery or dishonesty, by a court of law, with punishment imposed of a fine of not less than R 500,000 (five hundred thousand Rand) or imprisonment for a period exceeding six (6) months unless such finding is the subject of an appeal that is being diligently pursued by the Private Party or relevant director of officer;

26.1.8 the Private Party or any of its directors or officers falsifies any report, document or information that is provided by the Private Party to the Institution;

26.1.9 breach of any provision of this PPP Agreement has occurred at least 3 (three) times in any Financial Year and the Private Party having failed to remedy such breach within the time stipulated therefore in terms of a breach notice issued to it by the Institution in terms of this PPP Agreement;

26.1.10 the Private Party breaches any of the provisions relating to its financial obligations in terms of this PPP Agreement;

26.1.11 the Private Party fails to obtain and maintain any Project Insurances as required in terms of this PPP Agreement; or

26.1.12 the Private Party fails to commence trading at the SNR PPP Facility on the Operation Commencement Date.

26.2 **The Institution's Options**

26.2.1 On the occurrence of a Private Party Default, or within a reasonable time after the Institution becomes aware of the same, the Institution may:

26.2.1.1 in the case of the Private Party Default referred to in Clauses 26.1.1, 26.1.2, 26.1.3, 26.1.4, 26.1.6, 26.1.7, 26.1.8, 26.1.9 and 26.1.11 terminate this PPP Agreement in its entirety by notice in writing having immediate effect;

26.2.1.2 in the case of any other Private Party Default referred to in Clauses 26.1.5, 26.1.10 and 26.1.12, serve notice of default on the Private Party requiring the Private Party to remedy the Private Party Default referred to in such notice of default (if the same is continuing) within ten (10) Business Days of such notice of default; or

26.2.1.3 request that the Private Party put forward, within 10 (ten) Business Days of a notice of default, a reasonable programme for remedying the Private Party Default or to remedy the underlying cause of such Private Party Default ("**Remedial Programme**"). The Remedial Programme shall specify in reasonable detail the manner in and the latest date by which, such Private Party Default is proposed to be remedied. The Private Party shall only have the option of putting forward a Remedial Programme if it first notifies the Institution within 5 (five) Business Days of such notice of Private Party Default that it proposes to do so.

26.2.2 If the Private Party Default is notified to the Private Party in a notice of default in terms of Clause 26.2.1.2 and the Private Party Default is not remedied before the expiry of the period referred to in the notice, then the Institution may terminate this PPP Agreement with immediate effect by written notice to the Private Party and the Lenders.

26.3 **Remedy Provisions**

26.3.1 Where the Private Party puts forward a Remedial Programme in accordance with Clause 26.2.1.3, the Institution shall have 20 (twenty) Business Days from receipt of the same within which to notify the Private Party that it does not accept the Remedial Programme, failing which the Institution shall be deemed to have accepted the Remedial Programme. The Institution shall act reasonably in rejecting the Remedial Programme and shall give reasons for its decision. Where the Institution notifies the Private Party that it does not accept the Remedial Programme, the Parties shall endeavour within the following 5 (five) Business Days to agree any necessary amendments to the Remedial Programme put forward. In the absence of agreement within 5 (five) Business Days, the question of whether the Remedial Programme (as the same may have been amended by agreement) will remedy the Private Party Default in a reasonable manner and within a reasonable time period.

26.3.2 If -

26.3.2.1 the Private Party Default is not remedied before the expiry of the period referred to in the notice; or

26.3.2.2 where the Private Party puts forward a Remedial Programme which has been accepted by the Institution, the Private Party fails to achieve any material element of the Remedial Programme or to complete the Remedial Programme by the specified end date for the Remedial Programme; or

26.3.2.3 any Remedial Programme put forward by the Private Party is rejected by the Institution as not being reasonable, and the dispute resolution procedure does not find against that rejection, 26.3.3 then the Institution may terminate this PPP Agreement in its entirety by written notice to the Private Party with immediate effect; provided that for the purposes of Clause 27 if the Private Party's execution of the Remedial Programme is adversely affected by the occurrence of an event of Force Majeure, subject to the Private Party complying with the mitigation and other requirements in this PPP Agreement concerning Force Majeure, the time for execution of the Remedial Programme or any relevant element of it shall be deemed to be extended by a period equal to the delay caused by the Force Majeure event which is agreed by the Parties.

26.4 **The Institution's Costs**

26.4.1 The Private Party shall reimburse the Institution with all costs incurred by the Institution in exercising any of its rights in terms of this Clause 26 (including, without limitation, any relevant increased administrative expenses and attorney and own client costs, where applicable).

26.4.2 The Institution shall not exercise, or purport to exercise, any right to terminate this PPP Agreement except as expressly set out in this PPP Agreement. The rights of the Institution (to terminate or otherwise) under this Clause, are in addition (and without prejudice) to any other right which the Institution may have in law to claim the amount of loss or damages suffered by the Institution on account of the acts or omissions of the Private Party (or to take any action other than termination of this PPP Agreement).

26.5 **Termination Amount on Private Party Default**

26.5.1 On termination of this PPP Agreement as a result of a Private Party Default, without derogating from any other rights which the Institution may have in law, the Institution shall pay the Private Party an amount equal to the Depreciated Value of the Capital Investments Assets, set out in the annual audited books of account of the Private Party on the date of such termination.

26.5.2 Subject to Clause 26.5.1, the following amounts shall be deducted from the amount payable in terms of Clause 26.5.1:

26.5.2.1 the cost and expense incurred or to be incurred in the reinstatement of the SNR PPP Facility as at date of termination, fair wear and tear accepted;

26.5.2.2 an amount equal to any liquidated claims recoverable at law;

26.5.2.3 all costs and expenses incurred and/or reasonably expected to be incurred in restoring or remedying material damage to the SNR PPP Facility and the Environment caused by the Private Party and/or any Person for whom it is legally responsible in terms of this PPP Agreement; and

26.5.2.4 any unpaid Assessment Rates and/or Utility Charges payable by the Private Party as at the date of termination.

27. INSTITUTION DEFAULT

27.1 **Definition**

"**Institution Default**" means any one of the following events:

27.1.1 an expropriation of a material part of the SNR PPP Facility and/or Project Assets of the Private Party by the Institution or other Responsible Authority; or

27.1.2 a breach by the Institution of the material obligations under this PPP Agreement which substantially frustrates or renders it impossible for the Private Party to perform its obligations under this PPP Agreement for a continuous period of at least three (3) months.

27.2 **Termination for an Institution Default**

27.2.1 On the occurrence of an Institution Default, or within ten (10) days after the Private Party becomes aware of same, the Private Party may serve notice on the Institution of the occurrence (and specifying details) of such Institution Default. If the relevant matter or circumstance has not been remedied or rectified within thirty (30) Business Days of such notice, the Private Party may serve a further notice on the Institution terminating this PPP Agreement with immediate effect.

27.2.2 The Private Party shall not exercise or purport to exercise any rights to terminate this PPP Agreement (or accept any repudiation of this PPP Agreement) except as expressly provided for herein.

27.3 **Termination Amount for Institution Default**

27.3.1 On termination of this PPP Agreement as a result of an Institution Default, without derogating from any other rights which the Private Party may have in law, the Institution shall pay the Private Party an amount equal to the Depreciated Value of the Capital Investment Assets, set out in the annual audited books of account of the Private Party on the date of such termination.

27.3.2 Subject to Clause 27.3.1 the Institution shall also pay to the Private Party the Residual Value of any staff houses that were built by the Private Party after the Operation Commencement Date.

28. CORRUPT GIFTS AND FRAUD

28.1 **Definition and Warranty**

The Private Party warrants that in entering into this PPP Agreement it has not committed any Corrupt Act. Any breach of this warranty shall entitle the Institution to terminate this PPP Agreement immediately in terms of Clause 26.1.5.

"**Corrupt Act**" means:

28.1.1 offering, giving or agreeing to give to the Institution or any other organ of state or to any person employed by or on behalf of the Institution or any other organ of state any gift or consideration of any kind as an inducement or reward:

28.1.2 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this PPP Agreement or any other contract with the Institution or any other organ of state; or

28.1.3 for showing or not showing favour or disfavour to any person in relation to this PPP Agreement or any other contract with the Institution or any other organ of state;

28.1.4 entering into this PPP Agreement or any other contract with the Institution or any other organ of state in connection with which commission has been paid or has been agreed to be paid by the Private Party or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment of such commission have been disclosed in writing to the Institution;

28.1.5 committing any offence:

28.1.5.1 under any law from time to time dealing with bribery, corruption or extortion;

28.1.5.2 under any law creating offences in respect of fraudulent acts; or

28.1.5.3 at common law, in respect of fraudulent acts in relation to this PPP Agreement or any other contract with the Institution or any other public body; or

28.1.5.4 defrauding or attempting to defraud or conspiring to defraud the Institution or any other public body.

28.2 **Termination Amount for Corrupt Gifts and Fraud**

28.2.1 The Private Party shall reimburse the Institution with all costs incurred by the Institution in exercising any of its rights in terms of this Clause 28 (including, without limitation, any relevant increased administrative expenses and attorney and own client costs, where applicable).

28.2.2 The rights of the Institution (to terminate or otherwise) under this Clause are in addition (and without prejudice) to any other right which the Institution may have in law to claim the amount of loss or damages suffered by the Institution on account of the acts or omissions of the Private Party (or to take any action other than termination of this PPP Agreement).

29. EFFECTS OF TERMINATION

29.1 Termination

Notwithstanding any provision of this PPP Agreement, on service of a notice of termination, this PPP Agreement shall only terminate in accordance with the provisions of this Clause 29 (*Effects of Termination*).

29.2 Transfers to the Institution on Termination

On termination of this PPP Agreement for any reason in accordance with its terms after the Operation Commencement Date the Private Party shall:

29.2.1 procure that any Transferable Licensed Intellectual Property procured either by the Private Party or a Subcontractor and required for the continued performance of the Project Deliverables after the Termination Date shall be provided to the Institution and the Institution shall be granted a perpetual non-exclusive, royalty-free licence to use such Transferable Licensed Intellectual Property, irrespective of whether or not such Transferable Licensed Intellectual Property is owned by the Private Party or a Subcontractor, or not;

29.2.2 deliver to the Institution (as far as not already delivered to the Institution) one complete set of:

29.2.2.1 maintenance, operation and training manuals for the SNR PPP Facility and where they do not exist, the Private Party has an obligation in terms of this PPP Agreement to acquire or prepare them; and

29.2.2.2 the historical operating data and plans of the SNR PPP Facility, its furniture, fittings and equipment in a format acceptable to the Institution;

29.2.3 use all reasonable endeavours to procure that the benefit of all manufacturer's warranties in respect of mechanical and electrical equipment used or made available by the Private Party under this PPP Agreement and included in the Project Assets are assigned, or otherwise transferred, to the Institution;

29.2.4 ensure that provision is made in all relevant contracts of any description whatsoever to which the Private Party or any Subcontractor is a party to ensure that the Institution will be in a position to exercise its rights, and the Private Party will be in a position to comply with its obligations in accordance herewith;

29.2.5 remove from the SNR PPP Facility all property not required by the Institution and if it has not done so within 10 (ten) Business Days after any notice from the Institution requiring it to do so, the Institution may (without being responsible for any loss, damage, costs or expenses) remove and sell any such property and shall hold any proceeds less all costs incurred for the credit of the Private Party;

29.2.6 deliver to the Institution:

29.2.6.1 any keys, remote access apparatus and computer access cards to the SNR PPP Facility;

29.2.6.2 without prejudice to Clause 39 (*Intellectual Property of the Institution*), any copyright licences for any computer programmes (or licences to use the same) necessary for the operation of the SNR PPP Facility, including without limitation, the Transferable Licensed Intellectual Property;

29.2.6.3 complete asset registers and data registers pertaining to the Project; and

29.2.6.4 vacate the SNR PPP Facility and shall leave same in a safe, clean and orderly condition.

29.3 **Transitional Arrangements**

29.3.1 For a period of 12 (twelve) months both before and after the Expiry Date or in the case of any earlier termination after the Operation Commencement Date for the period from the service of notice of termination to 12 (twelve) months after the Termination Date, the Private Party shall have the following obligations -

29.3.1.1 the Private Party shall co-operate fully with the Institution and/or any successor providing services to the Institution in the nature of any of the Project Deliverables or any part of thereof in order to achieve a smooth transfer and to avoid or mitigate in so far as reasonably practicable any inconvenience or any risk to the health and safety of the Institution Employees and members of the public;

29.3.1.2 if the Institution wishes to conduct a tender process with a view to entering into a contract for the provision of services (which may or may not be the same as, or similar to, the Project Deliverables or any of them) following the expiry or earlier termination of this PPP Agreement, the Private Party shall co-operate with the Institution fully in such tender process including (without limitation) by:

29.3.1.2.1 providing any information which the Institution may reasonably require to conduct such tender excluding any information which is commercially sensitive to the Private Party (and, for the purposes of this Clause 29.3.1.2.1, "commercially sensitive" shall mean information which would if disclosed to a competitor of the Private Party or Subcontractor give that competitor a competitive advantage over the Private Party or Subcontractor and thereby prejudice the business of the Private Party or Subcontractor); and

29.3.1.2.2 assisting the Institution by providing all (or any) participants in such tender process with access on reasonable notice and at reasonable times to the SNR PPP Facility subject to the Private Party's safety rules and regulations.

29.4 **Continuing Obligations**

Save as otherwise expressly provided in this PPP Agreement -

29.4.1 termination of this PPP Agreement shall be without prejudice to any accrued rights and obligations under this PPP Agreement as at the date of termination; and

29.4.2 termination of this PPP Agreement shall not affect the continuing rights and obligations of the Private Party and the Institution under this Clause 29 or under any other provision of this PPP Agreement which are expressed to survive termination or which are required to give effect to such termination or the consequences of such termination.

29.5 **Termination by reason of Expiry**

29.5.1 For the avoidance of doubt, the Parties agree that notwithstanding anything to the contrary in this PPP Agreement –

29.5.1.1 if this PPP Agreement terminates on the Expiry Date; or

29.5.1.2 if this PPP Agreement terminates as a result of an Institution Default, a Private Party Default, an event of Force Majeure or a Corrupt Act,

other than the Private Party's right to receive the Termination Amount where Clause 29.5.1.2 applies, the Institution shall not be liable for payment of any compensation to the Private Party or any Subcontractor or any third party by virtue of any transfer or other effect of termination provided for in this Clause 29 (*Effects of Termination*).

30. DISPUTE RESOLUTION

30.1 Referable Disputes

The provisions of this Clause 30 shall, save where expressly provided otherwise, apply to any dispute arising in relation to or in connection with any aspect of this PPP Agreement between the Parties.

30.2 Internal Referral

30.2.1 If a dispute arises in relation to any aspect of this PPP Agreement, the Parties shall through mutual consultation, without involving any third parties, use their reasonable endeavours to resolve the dispute.

30.2.2 In the event that the dispute remains unresolved for a period of 10 (ten) Business Days after either Party has requested such consultation in writing, either Party shall be entitled to refer the matter to arbitration.

30.3 **Arbitration**

30.3.1 Any Party (“**the claimant**”) may demand by written notice given to the other Party (“**respondent**”) that a dispute be referred to arbitration (the “**arbitration notice**”).

30.3.2 The arbitration shall be:

30.3.2.1 held and will be completed as soon as possible;

30.3.2.2 governed by the provisions of the Arbitration Act, 1965;

30.3.2.3 in accordance with the provisions of the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa ("**AFSA**");

30.3.2.4 in Gauteng;

30.3.2.5 conducted in the English language; and

30.3.2.6 in the presence of only the arbitrator/s, his assistant/s and recording staff the arbitrator/s so require/s, the legal and other representatives of the claimant and respondent who wish to be present or represented, and only if and for so long as the arbitrator/s may permit, such witnesses as either of the claimant or respondent may wish to call to present expert or other evidence.

30.3.3 The Parties shall agree on the arbitrator within 7 (seven) Business Days of delivery of the arbitration notice, and failing such agreement, the arbitrator shall be appointed by the secretariat of AFSA on the basis that the arbitrator shall, if the matter in dispute is, or matters are, principally:

30.3.3.1 a legal or deemed legal matter, be a practising attorney or advocate of at least 15 (fifteen) years' standing;

30.3.3.2 an accounting matter, be a practising chartered accountant of at least 15 (fifteen) years standing; or

30.3.3.3 any other matter, be any independent person in the relevant field of not less than 10 (ten) years standing.

30.3.4 AFSA's decision regarding the appointment of the arbitrator, including the determination whether a dispute is principally a legal, accounting or other matter, shall be final and binding upon the Parties.

30.3.5 If two or more disputes are referred to arbitration at the same time, some being of an accounting or general nature and others of a legal nature, unless otherwise agreed and such disputes shall all be deemed to be legal matters.

30.3.6 The decisions of the arbitrator/s may be subjected to appeal by either Party in terms of the AFSA Rules. If no appeal is initiated, the arbitrator's award will be final and binding on the Parties, and at the instance of either of them may be made an order of any court to whose jurisdiction the Parties are or either of them is subject.

30.3.7 Notwithstanding the provisions of this Clause 30.3.7, the High Court of South Africa shall have jurisdiction to determine any proceedings instituted by way of notice of motion by any of the Parties against any of the other Parties thereto in which interim relief, or urgent final relief, is claimed howsoever arising out of or in connection with this PPP Agreement. In respect of such applications, each of the Parties specifically submits itself to and consents to the exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.

30.4 **Performance to Continue**

No reference of any dispute to any resolution process in terms of this clause shall relieve either Party from any liability for the due and punctual performance of its obligations under this PPP Agreement, including the payment of any monies due hereunder.

31. CHANGES IN CONTROL

For the duration of the Project Term, the Private Party shall procure that there is no Change in Control in the Private Party (or in any company of which the Private Party is a subsidiary) without the prior written approval of the Institution, which approval shall not be unreasonably withheld, provided that no Change in Control may breach the provisions of Schedule 5 in any way.

32. CESSION, TRANSFER AND SUBSTITUTED ENTITY

32.1 **Transfer by the Private Party**

The Private Party may not, without the prior written consent of the Institution, cede, delegate, assign, encumber or transfer:

32.1.1 this PPP Agreement or any Associated Agreement; or

32.1.2 any of its rights, interests or obligations thereunder,

save, in each case, to the extent required for the financing of the operation of the SNR PPP Facility as envisaged in the Financing Agreements, and in terms of the provisions of Clause 32.2.

32.2 Subject to the provisions of Clause 32.1, the Private Party may cede, delegate, assign, encumber or transfer the operation of the whole or a part of the SNR PPP Facility, provided that:

32.2.1 the period of the cession, delegation, assignment, encumbrance or transfer shall not exceed the unexpired portion of the Project Term;

32.2.2 the Private Party shall not be absolved from any liability, existing or future, of the Private Party in terms of this PPP Agreement;

32.2.3 the third party to whom the Private Party cedes, delegates, assigns or transfers its rights and/or obligations, as the case may be ("**Assignee**"), shall be bound by all the same terms and conditions as set out in this PPP Agreement as if originally a party hereto.

32.3 **Substitute Entity**

32.3.1 Upon the occurrence of an event in Clause 26 entitling the Institution to terminate this PPP Agreement, and upon the expiry of the remedy period (in the event a remedy period is provided), or, where no remedy period is provided, upon the occurrence of such event, the Institution shall have the right, subject to the PFMA, to appoint a substitute entity, that the substitute entity nominated by the Institution-

32.3.1.1 is legally and validly constituted and has the capability to enter into such agreements as may be reasonably required to give effect to the substitution; and

32.3.1.2 has the financial and technical capability sufficient to perform and assume the obligations of the Private Party under the PPP Agreement.

32.3.2 The Private Party shall reimburse the Institution with all costs incurred by the Institution in exercising any of its rights in terms of this Clause 32.3 (including, without limitation, any relevant increased administrative expenses and attorney and own client costs, where applicable).

32.3.3 The rights of the Institution under this Clause are in addition (and without prejudice) to any other right which the Institution may have in law to claim the amount of loss or damages suffered by the Institution on account of the acts or omissions of the Private Party.

32.4 **Disposal of Shares**

32.4.1 The Institution will, notwithstanding the provisions of Clause 32, approve any sale of shares or other beneficial interest in the Private Party and permit that the Shareholders or beneficiaries sell any such shares or beneficial interest where such change does not bring about a Change in Control and provided that:

32.4.1.1 the Private Party informs the Institution of its intention to sell or permit the sale of such shares or beneficial interest at least 30 (thirty) Business Days before such sale is scheduled to take place;

32.4.1.2 the sale of such shares or beneficial interest does not alter the financial, BEE and technical capability of the Private Party to perform and assume the obligations of the Private Party in terms hereof; and

32.4.1.3 The Institution cannot reasonably object to the sale for any reason.

33. INTELLECTUAL PROPERTY OF THE INSTITUTION

33.1 All intellectual property rights whatsoever, whether capable of registration or not, regarding the Institution’s name, trademarks, logos, image and all other intellectual property matters relating to the Institution, including its name, trademarks, logos and/or image shall remain the sole property of the Institution.

33.2 Subject to Clauses 33.1 and Clause 33.3, the Institution shall, on prior written application by the Private Party and only to the extent necessary for the Private Party to perform the Project Deliverables, grant a non-exclusive revocable right and licence to the Private Party to use the Institution's trademarks and logos for a period not to exceed the remainder of the Project Term.

33.3 In order to establish and maintain standards of quality and propriety acceptable to the Institution, in the event that the Private Party desires to use the Institution's trademarks or logos in any way, the Private Party shall first submit the concept or a sample of the proposed use to the Institution for approval, which shall be in its sole and absolute discretion. The Institution shall use reasonable endeavours to advise the Private Party of its approval or disapproval of the concept or sample within 20 (twenty) Business Days of its receipt of the concept or sample. If the Institution approves the concept or sample, the Private Party shall not depart therefrom in any respect without the Institution's further prior written approval.

33.4 If at any time the Institution revokes its approval for the specified use of any trademark or logo, the Private Party shall forthwith discontinue all use of such trademark or logo and shall remove from public sale or distribution any previously approved product in respect of which the Institution has revoked its approval. The costs incurred by the Private Party as a result of such revocation shall be borne by the Private Party if the grounds for the revocation include any ground described in Clause 33.5.

33.5 The Institution may revoke its approval immediately upon 10 (ten) Business Days written notice to the Private Party if the Private Party, any Subcontractor or any of its or its Subcontractors' officers, directors or employees commits any crime or otherwise engages in conduct which violates any law, or engages in any conduct that offends against public morals and decency and, in the Institution's reasonable opinion, materially prejudices the reputation and public goodwill of the Institution.

33.6 The Private Party acknowledges that the name(s) of the Institution (the **"Protected Names")** are associated with and peculiar to the Institution and are the Intellectual Property of the Institution. Consequently, the Private Party agrees that the sole and exclusive ownership of the Protected Names shall vest in the Institution.

33.7 In circumstances where the Private Party utilises any of the Protected Names, either on its own or in combination or association with any other name, it does so only in terms of this PPP Agreement and with the prior approval of the Institution. On termination or expiry of this PPP Agreement, the Private Party shall not be entitled to operate or conduct any business using any of the Protected Names either on its own or in combination or association with any other name.

33.8 Within 60 (sixty) Business Days after the Expiry Date or the Compensation Date and where the Private Party has operated a company utilising any of the Protected Names with the permission of the Institution, the Private Party shall either:

33.8.1 de-register the company bearing any of the Protected Names; or

33.8.2 change the name to a name not substantially similar to any of the Protected Names.

33.9 The naming of the Private Party's business operation shall be undertaken in consultation with the Institution and subject to the Institution's approval. In circumstances where the name chosen by the Private Party and approved by the Institution is not part of the Institution's intellectual property, then the rights of the Institution contemplated in this Clause 34 shall not be applicable and the intellectual property shall be the sole property of the Private Party.

33.10 The Institution may at its discretion allow its own name, logo and or other branding on the stationery of the Private Party, at cost to the Private Party. The Private Party may not use the Institution name, logo or other branding without written consent from the Institution for any reason whatsoever.

33.11 The Institution reserves the right to disallow the Private Party to apply its own name, logos or other branding to the SNR PPP Facility in any manner, or otherwise to stipulate the placement and size of such names, logos or other branding. If so allowed by the Institution, the name, logo or other branding of the Private Party shall not conceal, obstruct, compete with the name or logo of the Institution, or be contrary to the professional image of the Institution at any time or in any manner. Any such branding of the Private Party shall be at cost to the Private Party.

34. INTELLECTUAL PROPERTY OF THE PRIVATE PARTY

34.1 The Private Party shall, in respect of all Intellectual Property that is owned by it and any of the Subcontractors, on termination of this PPP Agreement in accordance with its terms after the Operation Commencement Date, grant to the Institution a non-exclusive, royalty free licence to use such Intellectual Property for the Project or any operational and maintenance services to be provided in the future by or for the Institution in relation to the SNR PPP Facility, or any facilities that succeed them (the "**Permitted Purposes**"). Those licences shall be capable of being freely transferred by the Institution to third parties at no cost, for the Permitted Purposes, but to no other parties without the prior written consent of the Private Party.

34.2 In the event that any Intellectual Property is not owned by the Private Party but was specifically developed for the Project, whether or not it is Licensed Intellectual Property, the Private Party shall ensure that it is at all times after the Operation Commencement Date entitled to –

34.2.1 grant to the Institution a non-exclusive licence, on terms no less favourable than those applicable to the Private Party, to use that Intellectual Property for the Permitted Purposes. Those licences shall be capable of being further transferred by the Institution to third parties at no cost, for the Permitted Purposes; or

34.2.2 assign all of its rights in and to that Intellectual Property to the Institution on the basis that those rights shall be capable of being further assigned to third parties for the Permitted Purposes.

34.3 In the event that any Licensed Intellectual Property is not owned by the Private Party but is specifically required in order to operate any of the Transferable Licensed Intellectual Property for the Permitted Purposes, the Private Party shall, upon termination of this PPP Agreement in accordance with its terms after the Operation Commencement Date, procure that a license for such Licensed Intellectual Property is issued in the name of the Institution for a period equal to the difference between the Termination Date and the Expiry Date had this Agreement not terminated early, provided that the Private Party shall not be required to procure same where this PPP Agreement terminates on the Expiry Date.

34.4 In the event that the Private Party uses any Intellectual Property owned by any third party in the Project, other than Intellectual Property which is the subject of Clause 34.1, the Private Party shall prior to using any such Intellectual Property ensure the consent of the relevant owner in order to ensure that the Private Party is at all times after the Operation Commencement Date entitled to –

34.4.1 grant to the Institution a non-exclusive licence, on terms no less favourable than those applicable to the Private Party, to use that Intellectual Property for the Permitted Purposes, which licences shall be capable of being further transferred by the Institution to third parties at no cost, for the Permitted Purposes; or

34.4.2 assign all of the Private Party’s rights in and to such Intellectual Property to the Institution, on the basis that those rights shall be capable of being further assigned by the Institution to third parties at no cost, for the Permitted Purposes.

34.5 If the owner of Intellectual Property contemplated in Clause 34.3 withholds or denies such consent, the Private Party shall not use any such Intellectual Property for the Project without the prior written approval of the Institution.

34.6 The Private Party indemnifies the Institution against any liability or costs which the Institution suffers or incurs as a result of the infringement of any third party rights arising from the use by the Institution, any Responsible Authority, or any third party who is licensed to use any Intellectual Property for the Permitted Purposes, or to whom any rights in respect of the Intellectual Property are assigned for the Permitted Purposes, in accordance with the provisions of that licence or assignment, save to the extent that such liability or cost was occasioned by any intentional act or omission by an indemnified party in question, or by its gross negligence.

35. AMENDMENTS

This PPP Agreement may not be varied or voluntarily terminated, except by an agreement in writing signed by duly authorised representatives of the Parties.

36. ENTIRE AGREEMENT

36.1 Except where expressly provided otherwise in this PPP Agreement, this PPP Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this PPP Agreement.

36.2 Each of the Parties acknowledges that:

36.2.1 it does not enter into this PPP Agreement on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a Party to this PPP Agreement or not) except those expressly contained in or referred to in this PPP Agreement, and the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a remedy available under this PPP Agreement; and

36.2.2 this Clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this PPP Agreement which was induced by fraud, for which the remedies available shall be all those available under the law governing this PPP Agreement.

36.2.3 In the event of any conflict between this PPP Agreement and any document, contract or agreement in respect of the Project, the provisions of this PPP Agreement will prevail.

37. VARIATION, CANCELLATION AND WAIVER

37.1 No provision of this PPP Agreement (including, without limitation, the provisions of this Clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this PPP Agreement, except (in any such case) by an agreement in writing signed by the duly authorised representatives of the Parties.

37.2 Any relaxation or delay (together "**Relaxation**") by either Party in exercising, or any failure by either Party to exercise, any right under this PPP Agreement shall not be construed as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any Relaxation constitute a waiver of any other right (whether against that Party or any other person).

37.3 The waiver of any right under this PPP Agreement shall be binding on the waiving Party only to the extent that the waiver has been reduced to writing and signed by the duly authorised representative(s) of the waiving Party.

37.4 The expiry or termination of this PPP Agreement shall not prejudice the rights of any Party in respect of any antecedent breach or non-performance of or in terms of this PPP Agreement.

38. SEVERABILITY

Whenever possible, each provision of this PPP Agreement shall be interpreted in a manner which makes it effective and valid under applicable Law, but if any provision of this PPP Agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this PPP Agreement, all of which shall remain in full force.

39. GOVERNING LAW AND JURISDICTION

39.1 This PPP Agreement is to be governed by and construed in accordance with the laws of South Africa.

39.2 Each Party agrees that the High Court of South Africa shall have exclusive jurisdiction to hear and decide any application, action, suit, proceeding or dispute in connection with the Project and this PPP Agreement, and irrevocably submits to the jurisdiction of the High Court of South Africa.

40. CONFIDENTIALITY

40.1 For purposes of this Clause, **"Confidential Information"** means all information or data disclosed under and/or pursuant to this PPP Agreement, whether communicated orally or in writing by either Party to the other or by the representatives of one Party to the representatives of the other and shall include commercially sensitive information contained in any internal document of a Party regarding the nature of its business, operations, processes, intentions, product information, know-how, trade secrets, software, market opportunities, customer and business affairs, but shall exclude information which is prohibited from release for national security reasons.

40.2 Each Party shall keep all Confidential Information of the other Party confidential while this PPP Agreement remains in force and for a period of 10 (ten) years after it terminates for any reason. Each party also use reasonable endeavours to prevent its employees, agents and Subcontractors from making any disclosure to any person of any Confidential Information of the other Party while this PPP Agreement remains in force and for a period of 10 (ten) years after it terminates for any reason.

40.3 The provisions of Clause 40.2 shall not apply to -

40.3.1 any disclosure of information that is reasonably required by persons engaged in the performance of the restricted Party's obligations under this PPP Agreement;

40.3.2 any matter which a Party can reasonably demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause 40 (*Confidentiality*);

40.3.3 any disclosure which is required by any Law (including any order of a Court of competent jurisdiction), or the rules of any stock exchange or governmental or regulatory authority having the force of Law;

40.3.4 any disclosure of information that is already lawfully in the possession of the receiving Party prior its disclosure by the disclosing Party;

40.3.5 any provision of information to the advisors of the receiving Party, or to any funders or potential funders, but in the latter case, only to the extent reasonably necessary to enable a decision to be taken on whether that potential funder will become a funder;

40.3.6 any disclosure by the Institution of information relating to the design, construction, operation and maintenance of the Project; or

40.3.7 any disclosure of information by the Institution to any Responsible Authority.

40.4 The disclosures permitted under Clauses 30.3.5, 30.3.6 or 30.3.7 may only be made subject to obtaining appropriate confidentiality restrictions consistent with the provisions of this Clause 40 (*Confidentiality*) from the intended recipients.

41. NOTICES

41.1 Any notice or correspondence to be given under this PPP Agreement shall be in writing, in English, unless otherwise agreed and shall be delivered personally, sent by telefacsimile (fax) or electronic mail (e-mail) followed by the original delivered by hand.

41.2 The addresses for Notices are as follows:

The Institution:

#

Private Party:

Marked for the attention of the Directors: ______________________________

Telephone: ______________________

Facsimile: ______________________

E-mail: ___________________________

41.3 A notice sent by one Party to another Party shall be deemed to be received:

41.3.1 on the same day, if delivered by hand;

41.3.2 on the same day of transmission if sent by fax or e-mail.

41.4 Either Party may change its nominated address to another address in the Republic of South Africa by prior written notice to the other Party.

42. COUNTERPARTS

This PPP Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties, shall constitute a full original of this PPP Agreement for all purposes.

SIGNED AT ………………… ON THE ……………………………………. 202_.

For and on behalf of **GDEnv**

____

who warrants his authority hereto

SIGNED AT ………………… ON THE ……………………………………. 202_.

For and on behalf of **THE PRIVATE PARTY**

____

who warrants his authority hereto

43. SCHEDULE 1 - DESCRIPTION OF SNR PPP FACILITY

1. INTRODUCTION

This Schedule provides a description of the PPP Facility covering a brief description of the SNR and its facilities and infrastructure, followed by a description of the specific PPP Facilities that is made available to the Private Party to develop, operate and maintain. This schedule must be read and be adhered to in conjunction with the RFP and content of the Information Memorandum.

The SNR PPP Opportunity will be offered as a long-term opportunity that will be granted up to 25-years. The long-term period will allow the Private Sector to invest in making the Suikerbosrand a sought-after product whilst ensuring return on investment.

2. SUIKERBOSRANT NATURE RESERVE

The Suikerbosrand Nature Reserve is in the Gauteng Province as indicated on the map in the figure below. SNR is in the Lesedi Local Municipality area (Sedibeng District Municipality) bordering the town of Heidelberg (Ekurhuleni Municipality) to the east along the N3, approximately 30 minutes (45 km) southeast of Johannesburg. It is situated within a triangle between the towns of Alberton, Heidelberg and Meyerton.

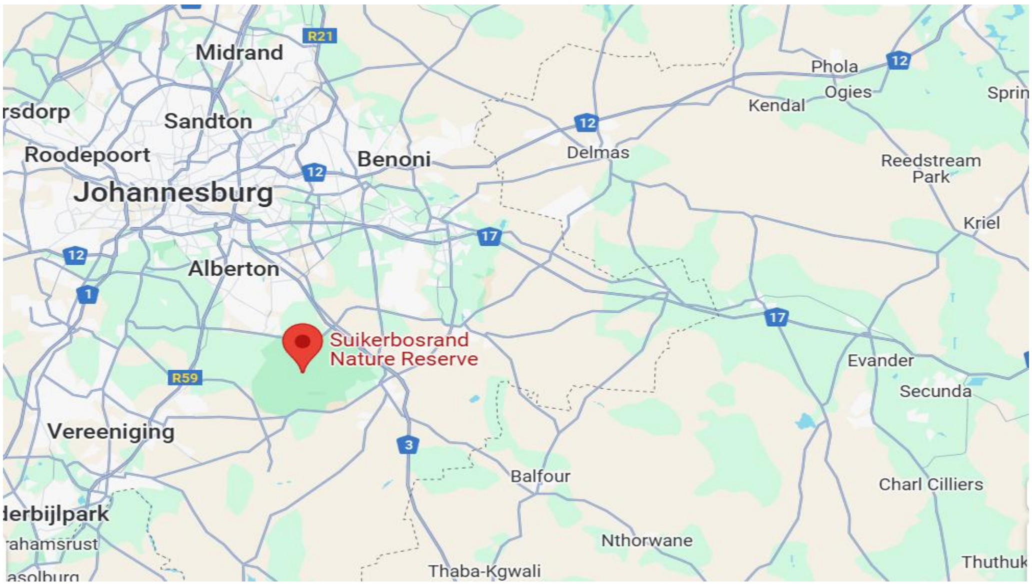


Figure 1: Suikerbosrand Nature Reserve

The Suikerbosrand Nature Reserve is situated between Heidelberg and Alberton, just off the N3 highway, 17,899 ha in extent, a part of which, 11,595 ha, was initial proclaimed in terms of the Provincial Ordinance 17 of 1967 and subsequently proclaimed as a Protected Area in terms of the Protected Areas Act by means of Provincial Gazette 166 of 25 June 2014, and a part of which, the Remainder of the Farm Boschhoek, has been successfully claimed by the Hadebe Community.

The main access routes to the Reserve consist of the R550 (Diepkloof main entrance) off the N3 freeway between Johannesburg and Durban, the R42 (Kareekloof secondary entrance) between Heidelberg and Meyerton, as well as the R59 between Alberton and Vereeniging. The GPS coordinates for SNR are: Latitude: -26.4837937 and Longitude: 28.229271199.

The SNR is comprised of the following farms:

- The Farm Blesboklaagte 181.
- The Farm Boschhoek 385.
- The Farm Boshfontein 386.
- The Farm Diepkloof 182.
- The Farm Kafferskraal 381.
- The Farm Schoongezicht 378.
- The Farm Tamboekiesfontein 173.
- The Farm Valsfontein 183.

An additional 7 farms (6 304ha of land) were purchased and incorporated between 2000 and 2006 bringing the total area of the SNR to 17 899ha.
The following features are noted in respect of the SNR:

- Flora: approximately 743 plant species.
- Fauna: approximately 30 mammal species and over 200 different bird species.
- Activities include Horseback safaris (not currently offered), self-drive game viewing, mountain biking, 4x4 trails, hiking, braai and picnic facilities, bird watching, guided tours and the historical museum.

Tourist facilities include:

- Self-catering accommodation for approximately 120 (in 29 units) guests at three separate locations – currently in a state of disrepair and not operational.

- A full-service caravan park with 240 stands – currently in a poor state of disrepair and not operational.
- A conference centre with capacity for 120 delegates across a variety of meeting rooms, including an auditorium and breakaway rooms - located at the main reception building and currently not operational.
- Facilities for day-visitors, which include a restaurant, swimming pools (in disrepair and not operational), picnic spots and children's playgrounds (in disrepair and not operational).
- Cycling routes.
- Hiking trails with overnight huts/ accommodation (currently operational).
- Cultural and heritage sites of significance and a historical museum.

Most of the tourism accommodation facilities (excluding the Kiepersol Camp facilities that was recently refurbished), including those currently operational, are in a poor state of disrepair due, amongst other, to lack of maintenance. The design carrying capacity of the reserve facilities are as follows:
The Reserve accommodation and conference facilities can accommodate approximately 1 843 persons. This works out to an accommodation and conference facilities capacity density and distribution of 8.1 hectares per person.

Table 1: Overall Facility Summarry

#	Facility	Capacity (# per day)	Units/Rooms
1.	Kiepersol camp	46 beds	23
2.	Protea camp	60 beds	30
3.	Diepkloof Conference Facility	165	
4.	Karee Kloof Resort (caravan and camping stands)	1 440 beds	240
5.	Kareekloof day visitors	300 persons	
6	Kareekloof Chalets	12 beds	3
7.	Ouhout Camp	60 Beds	5
8.	Diepkloof day visitors	200	
9.	Hiking Huts	60 Beds	6
10.	Holhoek picnic site		
	Total Visitors Allowable per day	2 343	307

In brief the SNR engineering infrastructure services include:

- Eskom Bulk Power supply with onsite distribution link services to the respective facilities.
- Borehole water supply system, Rand Water supply line with storage reservoirs (This requires upgrading).
- Access Roads comprising of partially tarred and gravel roads.
- Sewer comprising of different systems i.e partial sewer networks, settling tanks, package treatment plant and sludge dry bed systems.
- Solid Waste Removal.
- ICT connectivity.

The condition of infrastructure services ranges from being in a reasonable to a poor state as described in the Information Memorandum. The GDEnv is currently in the process of upgrading of some of the infrastructure services including certain electricity, water, road and sewer infrastructure.

The Suikerbosrand Nature Reserve PPP Opportunity entails the development, operation, management and maintenance of all or some of the following tourism and visitor facilities, in compliance with the Management Plan for the Suikerbosrand Nature Reserve and the Nature Reserve Regulations, at sites in the Suikerbosrand Nature Reserve.

3. THE PPP FACILITIES

3.1 Tourism Facilities

The Suikerbosrand Nature Reserve PPP Opportunity entails the development, operation, management and maintenance of all or some of the following tourism and visitor facilities, and concomitant nature-based activities, in compliance with the zoning of the Management Plan for the Suikerbosrand Nature Reserve and the Nature Reserve Regulations.

- The conference centre, including its commercial kitchen facilities;
- Kiepersol camp, including its accommodation and communal facilities;
- Protea camp, including its accommodation, laundry, communal and back of house facilities;
- Kareekloof resort park, including its chalets, caravan park and tented camp area, conference facilities and communal recreational etc. facilities;
- Overnight hiking facilities and other tourism and visitor's facilities which would enhance the SNR as an ecotourism destination, at the foregoing and additional sites in the SNR.

Additional activities which may be offered as part of the SNR PPP Opportunity, in compliance with the Management Plan and Protected Areas Regulations, include:

- Game viewing
- Mountain biking
- Bird watching
- Guided tours
- Hiking trails

Bidders are to use the facility description as a guide and undertake their own investigations to assess the facilities and plan its future physical facilities proposal.

The PPP facility boundary described herein is from the point of the access road, the access to the facility including the entire facility area up to and including the fire break area in the case of the Kareekloof resort, Kiepersol and Protea Camps and other accommodation camp areas. In the case of the Conference facility, it includes the main parking area, the reception and Conference Building and surrounding landscaping areas. The administration building and area is excluded.

The bidder will be responsible for the development and maintenance of infrastructure services within the boundaries described above.

3.1.1 The Visitor Welcoming and Conference Centre.

The conference centre (next to the main admin building) has a capacity for 120 delegates with a building bulk of approximately 1 120 m^2 and comprises of:

- Reception Area.
- Wildlife Exhibition Area.
- Ablution.
- The auditorium.
- Four breakaway rooms.
- Commercial kitchen facility, restaurant area and outdoor deck.
- Parking areas and ablution.

Figure 2: Reception, Conference Centre, Parking Area,

The facility has access to central parking, electricity, sewer, water, ablution and ICT Infrastructure services and landscaping areas.
The facility and its site and building engineering infrastructure services requires refurbishment and upgrading.

3.1.2 Kiepersol Camp.

Kiepersol Camp was designed for mini conference accommodation, amongst other being located close to the Reception and Conference Facility. The camp with a building bulk of approximately 1330 m^2 also functions as a self-catering camp for weekend recreation. The camp consists of 12 (twelve) accommodation units of different sizes and different capacities.

There is also a commercial kitchen facility, communal lapa area in which meals can be served, bar area and multi-function hall for small meetings. Facilities for the physically challenged are available.

The camp includes:

- 12 standalone accommodation units consist of a mix of one-two- and three-bedroom units.
- A boma area and communal kitchen.
- Access to civil engineering infrastructure.

Figure 3: Kiepersol Camp

The table below provides a summary of the facility.

Table 2: Kiepersol Facilities

DESCRIPTION	# UNITS	# PAX / UNIT
2 (two) bed, ensuite bathroom	Two separate units	4
4 (four) bed, en suite bathroom	Five separate units	12
6 (six) bed, 2 en suite bathroom	Three separate units	24
6 (six) bed, Physically Challenged Combined, 2 en suite bathrooms	One unit	6
Communal lapa / serving area	One unit	100
Bar and deck area	One unit	50
Hall	One unit	30

All buildings have wooden decks. All suites have been furnished with kitchen appliances, beds, linen, and small items of furniture. Artwork and internal decoration have been provided. The units were recently upgraded.
Infrastructure connections in terms of water, sewer and electricity are available including a backup power generator. The access road and parking areas are gravel. Infrastructure services requires upgrades.

3.1.3 Protea Camp

The Protea Camp facility is reflected in the figure below. The units have water storage tanks alongside. The Protea Camp have an existing building area of approximately 2 674m². The Protea Chalet complex was designed as a communal camp for self-catering accommodation. There are 14 accommodation units available, and the camp has a maximum capacity of 60 people. Each unit is equipped with bedroom(s), kitchen, bathroom, toilet, dining and lounge area, as well as a wooden deck. There are double and single units available. The camp also has a swimming pool, and a small bar at a separate recreational area, as indicated in the summary table below.

Table 2: Protea Camp Facilities

DESCRIPTION	# UNITS	TOTAL # PAX
2 bed units, en suite bathroom	4 units	8
4 bed units, en suite bathroom	4 units	16
6 bed units, en suite bathroom	6 units	36
Bar	1 unit	
Swimming pool	1 unit	
Manager’s Unit	1 unit	
Laundry	1 unit	

All units are naturally ventilated, also with a rainwater harvesting system, water closet and electrical connection and water connection at each facility with, an open parking area. Internal roads and parking are gravel,

All units and the on-site infrastructure services require, as a minimum, modernisation, refurbishment and or upgrading.

Figure 4: Protea Camp

3.1.4 Kareekloof Resort and Caravan Park,

Kareekloof is located on the opposite side (southern side) of the SNR. The facility consists of a variety of different types of buildings due to the unique purpose of the facility. The Kareekloof Resort was designed as a self-catering outdoor leisure facility. This resort was equipped with all the amenities to satisfy campers, day visitors, persons requiring limited chalet accommodation, as well as small scale meetings and conferences as described below and reflected in the summary table.

The Karee Kloof Resort and Caravan Park with a building bulk of roughly 5 370 m^2 includes:

- 3 chalet units.
- A full-service caravan park with 240 stands and communal ablution facility.
- Facilities for day-visitors, which include a restaurant, swimming pools, picnic spots, children's playgrounds, a mini-golf course, volleyball court, and tennis court

- Small conference venue.

Figure 5:Kareekloof Resort

Table 3:Kareekloof Facilities

DESCRIPTION	# UNITS	PAX / UNIT
Caravan sites, grassed, shaded with power points	240	6
Chalet unit, en-suite bathroom	3	4 -6
Manager's Accommodation Unit	1	4
Staff Quarters	10	2
Life-guard's caravan	1	4
Swimming pools (Supertubes and slides)	2	Limit
Swimming pools and change rooms	2	Limit
Open lawn area	1	600
Block (Day Visitors) with kitchen and ablutions	1	100
Bush Lapa (enclosed with kitchen and ablutions)	1	60
Stables (with saddle store and storeroom)	36	36
Ablution blocks – Camping	10	N/A
Mini-golf course	1	
Heated pool	1	
Trampolines	3	
Jungle – gym	1	
Volleyball court	1	
Tennis court	1	

DESCRIPTION	# UNITS	PAX / UNIT
Manager’s Office	1	
Reception Office	1	
Administration Office	1	
Parking areas at the Lapa, swimming pools and caravan park.	1	
Gate house for access control	1	
Sewage treatment plant	1	
Fences around the sewerage plant.	1km	
Kareekloof day trail	1	

The facility has access to a water connection, electricity supply and sewer connection. The reticulation infrastructure within and linking to the resort area has been vandalised, this, along with the buildings, sewer treatment works, require significant repairs, reinstallation, upgrading and refurbishment/modernisation.

3.1.5 Ouhout camp, including its accommodation and communal facilities.

The Ouhout Camp facilities include:

- Three two bedroom and two bachelor rooms (dormitory style accommodation).
- Kitchen and dining area. The dining area also serves as a function’s venue.
- Civil Engineering Infrastructure.

The buildings, facilities and infrastructure require repairs, refurbishment, upgrading and modernisation.

3.1.6 Picnic Site

There are two picnic sites in the reserve, the Diepkloof and the Holhoek. The Diepkloof site is situated through the main entrance of SNR and is excluded from the PPP opportunity, while the Holhoek site which forms part of the PPP opportunity is located on the South side of the nature reserves, approximately 28 km from the office.

The picnic sites has following facilities: Picnic stands and ablution facilities

3.1.7 Overnight Hiking Trail Huts

There are six huts (each accommodating 10 people) spread across Suikerbosrand including i.e., Blesbok, Springbok, Duiker, Steenbok, Hartebeest and Eland.

3.2 Other facilities not forming part of the SNR PPP Facility

Facilities that do not form part of the PPP opportunity/facilities include:

- Holhoek Picnic Site
- Ouhout Group Camp (Subject to an offset)
- Staff Accommodation and Workshops.
- Museum Facilities.

3.3 Minimum Development Specification

3.3.1 Also refer to INFORMATION MEMORANDUM ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

3.3.2 The Private Party will bear the cost of any upgrading and maintenance of existing facilities including on site (within camp boundaries) roads, buildings and infrastructure within the current footprint as specified below.

3.3.3 Any changes requested require Detailed Design and must be prepared by the Private party and should be in accordance with the findings of an EIA and Best Industry Practice and GDEnv and National Building Code requirements – See ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

3.3.4 This should be accompanied by a Project Schedule to enable GDEnv to confirm any Construction Works – See ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

3.3.5 The Private Party will be expected to adhere to the Minimum Development Specifications as follows:

Table 4: Minimum Development Requirements

Minimum Development Specifications	
Beds (the exact number of beds to be in accordance with the approved extended Design Plan and to include guest and staff beds)	1. Redevelopment, and or Refurbishment, and or. upgrading, and or maintenance and Operation of Kiepersol Camp. 2. Redevelopment, and or Refurbishment, and or upgrading, and or maintenance and Operation of Protea Camp. 3. Redevelopment and or refurbishment, and or upgrading, and or maintenance and Operation of Kareekloof Resort and Caravan Park.
Refurbishment, development and maintenance of the Restaurant, and Welcoming Area and Conference Centre and Auditorium and Reception Area Building and Facilities and parking area.	Y
Pools at Protea Camp and Kareekloof Resort	Y
Reception Parking area	Y
Reception and lobby	Y
Housekeeping	Y
Laundry / Dry cleaning	Y
Internal & External Communication systems	Y
Air-conditioning	Y
Safety & Security	Y
Recognised Operating System & Software	Y

Internal on-site roads and parking areas and with efficient stormwater drainage to the Concession Area must be operated and maintained as per the contents of the GDEnv Roads Manual.

The Private Party shall be solely responsible for the upgrade and maintenance of the Concession Area and support infrastructure (internal roads included).

The Bidder is guided to reference the Information Memorandum on a comprehensive opportunity description of the Concession, the existing facilities and associated infrastructure such as water, waste, electricity, roads, communications etc.

The Private Party will bear the cost of any upgrading and maintenance of existing facilities, including on site parking, roads and stormwater, buildings and building services and on site infrastructure and back infrastructure services.

3.3.6 **Minimum Development Specification**

The Concessionaire will bear the cost of any upgrading and maintenance of existing facilities, including roads, buildings and infrastructure, within the footprint as specified in the Information Memorandum.

Any changes requested require Detailed Design and must be prepared by the Private Party and should be in accordance with the findings of an EIA, Best Industry Practice, GDEnv and National Building Code requirements.

The Bidder is guided to reference the Information Memorandum on a comprehensive description of the Concession's existing facilities and associated infrastructure such as water, waste, electricity, roads, communications etc. and National Building Code requirements.

3.4 **PPP Facility Infrastructure Services**

The key SNR engineering infrastructure services include the following:

3.4.1 Water infrastructure services: This includes several existing boreholes some of which are being refurbished as well as new boreholes that are being installed. It also includes connection to a Rand Water supply line that requires upgrading, on-site storage reservoirs and partial distribution networks.

3.4.2 Sewer infrastructure: The sewer services on SNR site consists out of four sewer treatment plants and supporting sewer lines including a Settling Tank System servicing some of the respective PPP facility concession areas. Apart from Kareekloof, the sewer infrastructure at Suikerbosrand Nature Reserve remains functional at a basic operational level, with existing systems supporting current activities across key facility nodes. Significant upgrades and or refurbishment are required in some instances, that are being attended to by the Department. The Department will implement interim measures, including maintenance and minor repair interventions, to ensure that sanitation services remain operational and reliable in the short term. In parallel, a bulk sewer infrastructure upgrade project is being progressed to provide a long-term, sustainable solution to the reserve's sanitation requirements. These combined interventions will ensure continuity of operations and enhance the reserve's readiness to support increased activity and investment, thereby contributing to the successful revitalisation of the Suikerbosrand Nature Reserve.

3.4.3 Road Infrastructure: The road infrastructure comprises of two main access points from the provincial road network with an on-site tar road through the reserve that joins with a network of gravel roads that provides access to some of the tourist facilities. The road infrastructure is in a reasonable condition and adequate to support access to the respective tourist attractions and facilities.

3.4.4 Electrical Infrastructure: The bulk electrical supply network includes a MV main switch station and 11 kV medium voltage (MV) distribution and reticulation network with cables feeding the miniature substations and kiosks at the respective concession areas. The overall condition of the electrical bulk infrastructure for both the Kiepersol and Protea camp areas and the main administration building complex – Including medium voltage cables, minisub stations and low voltage kiosk are currently stable and reliable. The system meets operational demands and shows no signs of imminent structural or electrical failure. However, to prevent natural degradation from escalating into costly repairs, a series of minor repairs and maintenance interventions are to be implemented including refurbishment and upgrades that are required in some instances. The Kareekloof resort requires significant upgrade and refurbishment.

3.4.5 Information and Telecommunication: The SNR main administration building has telecommunication and internet facilities and access whilst the rest of the area has mobile phone coverage, albeit with varying connectivity.

3.4.6 Solid Waste: Solid waste is collected and removed to the municipal dumping site.

3.4.7

3.4.7.1.1 The GDEnv remain responsible for providing bulk and link engineering infrastructure services and access up to the boundary of the respective concession areas. While this is the responsibility of the Department, and available infrastructure can still carry some of the operations, the Department is currently implementing services upgrades to enhance bulk and link infrastructure services.

3.4.7.1.2 The Private Partner will be responsible for providing sustainable on-site (designated camp area) service solutions and back up infrastructure in terms of water and electricity and sanitation services (sewer and solid waste management), internal road and parking provision, walkways and landscaping services and the maintaining of the access road and fire breaks where applicable.

GDEnv will provide bulk and link civil engineering infrastructure services up to the site/camp boundary connection point for the respective concession areas. It is a requirement for the Private Partner to, apart from providing for its own on-site back-up infrastructure services (i.e energy, water, sewer), to assess and implement the most cost-effective site bulk services supply, in respect of water, sewer, electricity and sanitation services.

In respect of sewer, the GDEnv prefers the installation of on-site settlement tank system(s) as part of the Private Partner's development responsibility and that the GDEnv can service such systems with a Honey Sucker Truck for a fee, instead of the upgrading and or refurbishment of sewer pipelines and bulk treatment works, where practicable. On site elevated water tanks for potable and fire back up water storage must also be provided for by the Private Partner. Measures must also be taken to ensure sufficient back up power supply for the facilities that may include installation of photovoltaic /solar energy, generators, and or battery storage.

3.5 **PPP Facilities' Specifications and Requirements**

The Annexures A, B, C specifications and requirements of the Information Memorandum is applicable to this description of the PPP Facilities and Infrastructure and must be implemented and be adhered to by the Private Partner.

3.6 **Staff Housing**

3.6.1 The human footprint must be kept to a minimum to comply with Reserve regulations - staff are encouraged to live outside the reserve.

3.6.2 The following housing is provided for the GDEnv Staff.

3.6.2.1 Married quarters with a building bulk of approximately 3200 m^2 consisting of 15 separate small houses with 2-3 bedrooms, located to the eastern side of the main admin building. The Hlalakhahle Married Quarters with a building bulk of approximately 520 m^2, is located to the northern side of the main admin building, in the direction of the Diepkloof main entrance gate, and consist of seven two-bedroom units. However, the GDEnv does not have facilities on site to be made available to accommodate The Private Party staff.

3.6.2.2 Single Quarters with a building bulk of approximately 630 m^2 Staff accommodation must comply with national building regulations and requirements and the standards specified in ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.

3.6.2.3 GDEnv will allow only single/couple accommodation units and not dormitory structures.

3.6.2.4 Staff accommodation must not be visible from tourist roads.

3.6.2.5 Waste from staff accommodation areas must be sorted according to type, stored in enclosures & trucked out of SNR.

3.6.2.6 Staff must observe official speed limits of the reserve.

3.6.2.7 Staff must take special care driving at night to limit road kills in cases where after hours driving is authorised.

It is required that the Private Party bid considers the quantity, structure and quality of on-site staff housing required and provide proposals of how it would be improved

44. SCHEDULE 2 - RESPONSIBILITY IN TERMS OF MAINTENANCE OF THE FACILITY

44.1 **Private Party Responsibility**

44.1.1 The Private Party shall be solely responsible for the maintenance and insurance of the SNR PPP Facility – buildings and assets forming part of the concession area;

44.1.2 The Private Party shall be responsible for the maintenance and refurbishment of all finishes and fittings of the interior of the SNR PPP Facility including electrical light fittings, sanitaryware, ironmongery, tiling, plastering, and painting. The Institution will not be responsible for any maintenance at the SNR PPP Facility.

44.1.3 The Private Party will be responsible for electricity provision to the site, which will include maintenance thereof. Electricity used should include off grid solutions. The installation of a low decibel back-up generator is allowed, subject to the Institution’s requirements. Maintenance will be the Private Party’s responsibility.

44.1.4 The Private Party shall ensure that the electrical supply and installations comply with the required statutory standards (registered electrician to issue a certificate of competence). However, prior to Commencement Date the Institution shall provide the Private Party with certificate of competence from the registered electrician confirming that the SNR PPP Facility’s electrical supply and installations comply with the required statutory standards.

44.1.5 The Private Party shall be responsible for all equipment related to the SNR PPP Facility and the maintenance thereof.

44.1.6 The Private Party shall maintain all walkways, stairs, handrails, retaining structures, fencing and drainage structures to ensure that it is in good working order and safe for public use.

44.1.7 The Private Party needs to ensure maintenance of the camp/facility area fire break and ensure that there is sufficient firefighting equipment.

44.1.8 The Private Party shall be required to develop and adhere to a five-year (5) year maintenance schedule which must be aligned to the Institution's maintenance schedule structured in accordance with the overall transaction period.

44.1.9 In essence, the Private Party will be responsible for the maintenance of the entire SNR PPP Facility development inclusive of but not limited to buildings, fittings, gardens, sewerage works, electricity provision, water provision as well as the access roads and stormwater.

44.2 **The Institution's Responsibility**

44.2.1 The Institution will only be responsible for conservation management of the area but will exclude any gardens (which should only be indigenous plants with landscaping approved by the Institution).

44.2.2 The Institution reserves the right to check that the maintenance of this tourism infrastructure and rehabilitation of the Project Sites is to its current standards.

44.2.3 The Institution will be responsible to provide available bulk infrastructure services up the boundary of the PPP Facility, at a fee.

45. SCHEDULE 3 – PRIVATE PARTY OPERATIONAL REQUIREMENTS

45.1 Promotion and conduct of business

45.1.1 In the conduct of the Business the Private Party shall actively promote the SNR PPP Facility and use its best endeavours to further the mutual business interests of the Institution and the Private Party and, without limiting the generality of the aforegoing, shall provide and promote the goods and/or services required of the Business as specified herein.

45.2 Standards of SNR PPP Facility

45.2.1 In the conduct of the Business the Private Party shall at all times maintain the SNR PPP Facility and all services provided therein to the highest standard and ensure that the premises are at all times clean and safe for customers.

45.3 Branding

45.3.1 Private Party's brand design and colour schemes must take cognisance of the SNR's ambience.

45.4 Service Provision

45.4.1 In the conduct of the Business the Private Party shall keep the SNR PPP Facility open for business to accommodate the business hours of the and in accordance with the reasonable requests of the Institution and the requirements of any relevant statute, by-law or regulation relating to the Business.

45.5 Product Offering

45.5.1 The Design Plan submitted by the Private Party must be adhered to unless otherwise agreed by the Institution.

45.5.2 The Private Party will be obliged to adapt their operations on request by the Institution to reflect any changes that may have been identified through research, or that is otherwise offensive or undesirable. For the purposes of this Clause 45.5.2 as well as any other additional Clauses in this PPP Agreement that makes reference to the Institution's approval.

45.5.3 Where food is prepared and served to visitors to Nature Reserves, the Institution reserves the right to implement quality and hygiene audit mechanisms. These will be agreed with the Private Party and cost for these services will be agreed.

45.5.4 The Private Party is obliged to provide universal access at the SNR PPP Facility.

45.6 **Uniforms**

45.6.1 The Private Party is obliged to provide all staff with suitable and customized apparel in line with the theme proposed for the SNR PPP Facility.

45.6.2 All apparel must be relevant to the specific function performed by staff members and comply with Legislation, Health, and Safety Standards.

45.6.3 Notwithstanding the generality of the aforegoing Clause 45.6.2, any member of staff serving guests in the SNR PPP Facility will not be permitted to wear open shoes or sandals.

45.6.4 The Private Party will be obliged to introduce and provide all staff with the applicable uniform and identification cards on or before Operation Commencement Date.

45.7 **Customer Survey Programme**

A Customer Survey Programme including a Mystery Guest Programme could be implemented by the Institution to measure quality. The Private Party will be required to collaborate with the Institution in the implementation of such Programmes and/or other customer surveys in the SNR PPP Facility.

45.8 **Customer Feedback System**

A Customer Survey Programme including a Mystery Guest Programme could be implemented by the Institution to measure quality. The Private Party will be required to collaborate with the Institution in the implementation of such Programmes and/or other customer surveys in the SNR PPP Facility.

45.9 **SNR PPP Facility Staff and Staff Transport**

45.9.1 In the conduct of the Business the Private Party shall be solely responsible for all staffing requirements at the SNR PPP Facility. The Private Party is responsible for the transport of their employees between from the workplace to the living quarters, particularly after-hours transport where living quarters are logistically distanced from the SNR PPP Facility. Where staff resides outside the park, the Institution will issue early entry and late exit permits to allow for after hour staff transport. The Private Party is responsible for the transport of their staff to the required medical facilities. In the event that the Institution’s transport can be utilised, the related cost of transport will be for the Private Party’s account.

45.9.2 The Private Party will be required to do standard background security checks (Inclusive of criminal record checks) for all employees that will work in the park.

45.9.3 The Private Party is required to institute integrity testing (Polygraph) as a Condition of Service before and employee takes up employment in the park (as per the Institution's current Policy and Procedures).

45.10 **Staff Housing**

45.10.1 The Private Party will be obliged to conclude separate Housing Rental Agreements with the Institution for any employees that reside in the SNR. The housing availability and rentals are detailed in Schedule 13; however, the rental rates are subject to revision from time to time. The Private Party will be directly accountable to settle all housing rentals with the Institution within 30 (thirty) days following the end of each calendar month. The Institution will not be accountable for the recovery thereof from individual employees of the Private Party.

45.10.2 The Private Party will be obliged to provide the Institution with a housing deposit equal to 2 (two) months housing rentals.

45.10.3 In the event that the Institution is unable to provide the necessary building/s for staff housing or accommodation as envisaged by Clause 45.10 or such a building is in such a state that it needs repairs and/or renovations and the Institution is not able to undertake such repairs or renovations immediately, then the Private Party has a right to build or repair and/or renovate such a building/s subject to Private Party negotiating and agreeing on terms with the Institution for building, or renovating, and/or repairing such building/s.

45.10.4 On contract termination the Institution will pay the Private Party the Residual Value for staff accommodation that was built by the Private Party.

45.11 **Advertising**

In the conduct of the Business the Private Party shall comply with all the reasonable advertising requirements as may be specified by the Institution from time to time.

45.12 **Maintain stocks**

In the conduct of the Business the Private Party shall at all times keep the Business adequately stocked in such quantity to ensure visitors to the SNR are properly catered for.

45.13 **Supplier Accounts**

In the conduct of the Business the Private Party shall pay properly as and when due all supplier accounts received by the Private Party pertaining to the Business in accordance with accepted business procedures.

45.14 **Meetings**

To provide for a forum where the parties can resolve disputes and agree operational issues, it is encouraged that the Private Party attends concession meetings that will be arranged from time to time.

45.15 **Procedure Manuals**

45.15.1 The Private Party is obliged to comply with the Private Party's Operational Manual submitted with the Private Party's Bid Submission. Any significant and material changes which could change operations drastically and thus cause the Private Party to deviate from the submitted Private Party's Operational Manual must be subject to the approval of the Institution.

45.15.2 The Private Party is obliged to adhere to the Institution's Procedure Manual as amended from time to time. The Procedure Manual will define the roles, responsibilities and procedures with regard to housing, transport of staff, maintenance, infrastructural upgrades and expansions etc.

45.16 **Quality Audit**

The Private Party shall participate in and work together with the Institution in conducting and establishing quality audits.

45.17 **Games**

The Private Party shall not be entitled to introduce any arcade type amusement or gaming machines into the SNR PPP Facility without the prior written approval of the Institution.

45.18 **Electrical Certificate of Compliance**

45.18.1 The Institution shall supply the Private Party with an electrical certificate of compliance (CoC) for the SNR PPP Facility during handover of the site to the Private Party.

45.18.2 The Private Party shall supply the Institution with an electrical certificate of compliance (CoC) for the SNR PPP Facility before handing the site back after Contract Termination.

45.19 **Problem Animal Management**

The Private Party will be required to implement the following measures to avoid the "development" of problem animals.

45.19.1 The Problem Animal Policy of the Gauteng Province will apply to the Private Party with the following strategy:

45.19.1.1 To have functional fences around facilities, waste storage facilities and along borders.

45.19.1.2 To remove or secure potential food sources, where possible, to prevent attracting unwanted attention which might corrupt animals and birds and cause them to become problematic.

45.19.1.3 To prevent animals from gaining access to these food sources, and

45.19.1.4 To educate and sensitise staff, contractors, guests and visitors on the issues related to problem animals.

45.19.2 No food or food waste may be left unattended from the beginning of the hand over phase and during the operational phase.

45.19.3 All solid and wet waste must be stored in bins in scavenger-proof storage areas, and cleared regularly.

45.19.4 The scent of food left lying around also attracts animals. For this reason the bins that are used for storing waste must seal as tightly as possible in order to reduce odours. When the bins are emptied, they must be washed and disinfected thoroughly.

45.20 **Entrance and Other Fees**

The Private Party guests shall be required to pay the entrance and other fees as required by the Institution in respect of visitors to the SNR.

45.21 **Drives**

45.21.1 The Private Party shall develop an After Hours Travel Procedure (AHTP) to be approved by the Institution, which will take night drive and other activities in consideration. If permitted, night drive travel times should be in line with that of the Institution. Any travel outside the agreed AHTP will apply to the normal procedure of Late Permits. This includes late arrivals of guests.

45.21.2 Game drives operated outside of official gate times are subject to approval by the Institution. Activities will need to be coordinated with the Institution and its partners, to ensure there is no conflict between activities. This may entail specific routes or areas being designated for use by the Private Party.

46. SCHEDULE 4 – PRIVATE PARTY BID SUBMISSION

The Private Party shall adhere to and comply with the Private Party's Bid Submission. Notwithstanding the generality of a foregoing, the Private Party is obliged to adhere to the Business, Operational and Design Plan and Risk Matrix attached herewith.

46.1 **Private Party Business, Operational and Design Plan**

46.2 **Private Party Risk Matrix**

47. SCHEDULE 5 – BEE OBLIGATIONS

In this Schedule,

47.1 any term, defined in the Broad-based Black Economic Empowerment Act, No. 53 of 2003 ("**BEE Act**"), or in terms of any Codes of Good Practice issued in terms of section 9 of the BEE Act, when used in the scorecard below shall have the same meaning as there defined, save where such meaning may be in conflict with the provisions of the Amended Tourism B-BBEE Sector Code and Scorecard, in which case the provisions of the Amended Tourism B-BBEE Sector Code and Scorecard will prevail

47.1.1 If the SPV qualifies as a Large Enterprise (SPV total annual revenue of R45 million or above), as defined by the *Amended Tourism B-BBEE Sector Code*, the Large Enterprise Scorecard applies. The minimum threshold for the Large Enterprise scorecard is based on the SPV's total annual revenue, as determined by the Institution, which is as follows:

- SPV total annual revenue ≥ R150 million: 100 points
- SPV total annual revenue ≥ R100 million but < R150 million: 95 points
- SPV total annual revenue ≥ R45 million but < R100 million: 90 points

Or;

47.1.2 If the SPV qualifies 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*, the QSE Scorecard applies. The minimum threshold for the QSE scorecard is 80 points, as determined by the Institution.

Or;

47.1.3 If the SPV qualifies 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*, the B-BBEE scorecard does not apply. On an annual basis, the SPV must confirm that the total annual revenue of the SPV was R5 million or below, as well as confirm the percentage black ownership in the SPV.

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

47.2 The following terms, as used herein, shall have the following meanings:

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

47.2.2 Local - A geographic area specified by the Institution, generally defined as being within a 30 km reach of the boundary of the SNR fence, or as otherwise specified by the Institution.

Through the relevant Department, the Institution will assist in determining the relevant Local Communities for the Private Party to engage with in fulfilling the obligations of the B-BBEE Proposal. Various factors could inform this, such as identifying Local Communities located nearest to the PPP project, or identifying Local Communities most in need of economic development.

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

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

47.3 All measurements of scores are calculated consistently with those used in the *Amended Tourism B-BBEE Sector Code, 2015* with the following additions / amendments, where applicable:

47.3.1 Ownership:

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

47.3.2 Management Control:

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

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

47.3.2.3 For the purposes of Local People and for Measurements of the "All Employees" Indicator only, the demographic representation of Black People as defined in the Regulations of the Employment Equity Act and the Commission for Employment Equity (CEE) report are not applicable to the calculation of scores.

47.3.2.4 For clarity on the above, the following criteria for Large Enterprises are subject to the Measurements as per the Amended Tourism Sector Code, 2015, and targets must be split according to the economically active population / demographic representation of Black People as defined in the Regulations of the Employment Equity Act and the CEE report:

47.3.2.4.1 Black Employees in Senior Management as a percentage of all Senior Management;

47.3.2.4.2 Black Female Employees in Senior Management as a percentage of all Senior Management;

47.3.2.4.3 Black Employees in Middle Management as a percentage at all Middle Management;

47.3.2.4.4 Black Female Employees in Middle Management as a percentage of all Middle Management;

47.3.2.4.5 Black Employees in Junior Management as a percentage of all Junior Management; and

47.3.2.4.6 Black Female Employees in Junior Management as a percentage of all Junior Management.

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

47.3.3 Skills Development

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

47.3.4 Enterprise and Supplier Development

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

47.3.5 Socio-economic Development

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

47.4 Large Enterprise Scorecard

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
Ownership	27	Voting Rights	Exercisable Voting Rights in the entity in the hands of Black People	3	30%		
			Exercisable Voting Rights in the entity in the hands of Black Women	2	15%		
			Exercisable Voting Rights in the entity in the hands of a Local Community Trust *(mandatory)*	1	10%		
		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 in the entity to which a Local Community Trust is entitled to *(mandatory)*	7	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	1	50%		
			Exercisable Voting Rights of Black Female Board Members as a percentage of all Board Members	0.5	30%		
			Exercisable Voting Rights of Local People who are Board Members as a percentage of all Board Members	0.5	20%		
			Black Executive Directors as a percentage of all Executive Directors	1	50%		
			Black Female Executive Directors as a percentage of all Executive Directors	0.5	30%		
		Other Executive Management	Black Executive Management as a percentage of all Other Executive Management	1	60%		
			Black Female Executive Management as a percentage of all Other Executive Management	0.5	30%		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
		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*	1	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*	0.5	38%		
			Local People in Senior / Middle Management as a percentage of all Senior and Middle Management	2	25%		
		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*	0.5	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*	0.5	40%		
			Local People in Junior Management as a percentage of all Junior Management	0.5	45%		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
		Employees with disabilities	Black Employees with Disabilities as a percentage of all Employees	2	2%		
		All Employees	Black Employees as a percentage of all Employees (excluding Board and Executive Management)	1	75%		
			Black Female Employees as a percentage of all Employees (excluding Board and Executive Management)	1	40%		
			Local People as a percentage of all Employees (excluding Board and Executive Management)	2	60%		
		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)		
						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 Leviable Amount	Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black People in any of the following three tourism sub-sectors as a percentage of Leviable 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 Leviable Amount	3	0.3%		
		Learnerships, Apprenticeships, and Internships	Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as	8	3.5%		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
			a percentage of total Employees *Targets for Black People must be split according to the Economically Active Population*				
			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%		
	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 **local** 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 **local** Exempted Micro Enterprises based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	4	15%		
			B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned based on the applicable B-BBEE Procurement	9	40%		

Element	Element Weighting	Indicator	Measurement Category & Criteria	Weighting Points	Compliance Targets	Bid Offered	Score
			Recognition Levels as a percentage of Total Measured Procurement Spend				
			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 to **local** entities 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 to **local** entities made by the measured entity as a percentage of the target	5	0.5% of NPAT		
		Bonus Points	Bonus point for graduation of one or more qualifying Enterprise Development beneficiaries to graduate to the Supplier Development level	1	Yes		
			Bonus point for creating one or more jobs directly as a result of qualifying Supplier Development and Enterprise Development contributions by the measured entity	1	Yes		
						Score out of 40 (+2 bonus)	
Socio-economic Development	5 (+3 Bonus)	Socio-economic Development	Annual value of all **local** Qualifying Socio-Economic Development contributions by the measured entity as a percentage of the target	2.5	0.5% of NPAT		
			CSI contribution to the Institution *(mandatory)*	2.5	0.5% 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***	
Minimum Threshold						**80**	

**Dependent on anticipated total annual revenue of SPV*

47.4.1 **Milestones and Targets Going Forward**

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

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

47.4.2 **External B-BBEE Verification**

47.4.2.1 Following signature of the PPP Agreement:

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

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

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

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

47.6 **Private Party’s B-BBEE Proposal**

48. SCHEDULE 6 – PPP FEE

48.1 Variable PPP Fee

48.1.1 The Variable PPP Fee shall be expressed as a flat percentage of Gross Revenue generated by the SNR PPP Facility included under the PPP Agreement.

48.1.2 The Variable PPP Fee shall be as follows:

VARIABLE PPP FEE = 2.5% of GROSS REVENUE.

48.2 Minimum PPP Fee

The following Minimum PPP Fees are expressed in # South African Rand, and will be adjusted throughout the Project Term of the PPP Agreement according to movement in the Consumer Price Index:

MINIMUM PPP FEE	
Per Month (Excl VAT)	**Per Annum (Excl VAT)**
R80 000	R960 000

48.3 **Private Party PPP Fee Offer**

49. SCHEDULE 7 – ENVIRONMENTAL SPECIFICATIONS FOR THE OPERATION OF SNR PPP FACILITY WITHIN THE PROTECTED AREAS

49.1 Introduction

49.1.1 This is an undertaking by the Private Party to conduct, manage and carry out the Project at all times in an environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a proclaimed Nature Reserve.

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

49.2 Legislative Basis for these Guidelines

The Institution is bound by a number of statutes with relevance to environmental management of Parks, including (without limitation) the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) (NEM:PAA); the National Water Act, 1998 (Act No. 36 of 1998); the Water Services Act, 1997 (Act No. 108 of 1997); the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA); the National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004); the Hazardous Substances Act, 1973 (Act No 15 of 1973); and the National Heritage Resources Act, 1999 (Act No 25 of 1999).

The authorisation of any development and activities in a Protected Area is governed by the NEMA and the NEM:PAA Any changes to infrastructure or operations require written approval from the Institution and are subject to the prescribed policies and procedures.

The process for the development, refurbishment, maintenance, and operation of any commercial facilities must be undertaken as per the Institution internal policies and procedures, and authorisations obtained by the Department of Forestry, Fisheries and the Environment (DFFE) and other relevant permit issuing authorities.

Given that the development is taking place within a Nature Reserve, a scoping report must be submitted to the relevant environmental authority as defined in the EIA Guideline documents.

A Private Party proposing any significant expansions or structural modifications should anticipate that a Basic Assessment Report (BAR) or an EIA will be required, and should factor the cost of carrying this out into their financial projections.

The Institution will have a role in the BAR / EIA process, both as an Interested and Affected Party (IAP), and as the regulatory authority with jurisdiction over the Protected Area. It will be DFFE's responsibility to determine whether, on the basis of information provided in the scoping report, a detailed EIA needs to be carried out.

49.3 Guidelines Based on the Institution Internal Requirements

The NEMA EIA Regulations cover many of the issues that will arise during the assessment of developments within Nature Reserves.

The Environmental Guidelines set out and referred to in this document must be regarded as a first step in the Institution's efforts to compile a comprehensive Environmental Management System (EMS) for the Nature Reserves under its jurisdiction. Once in place, the EMS will likely be modified and refined over time, as and when needed to take into account new information, standards and conditions. Private Parties must therefore be aware that the terms and conditions set forth in these Guidelines are subject to amendment. Private Parties will be expected to comply at all times with the provisions of the Environmental Guidelines as they may change from time to time.

The remainder of this document presents the specific standards or parameters that the Private Party will be expected to apply to activities in its Project Site.

49.4 **Precautionary Principle**

Ecological and natural resource processes are not always clearly understood, nor are the interactions among such processes. The Institution recognises that issues may arise suddenly, or circumstances change, due to limitations in current knowledge. The Institution has endeavoured to identify these limitations wherever possible, and to design the concession process in a way that minimises the environmental risk to the national assets under its control. However, situations may arise where changes which have not been anticipated may cause The Institution to require adaptations to the management of the area.

49.5 **Legislative Requirements**

49.5.1 All legislative requirements must be understood and complied with.

49.6 **Regulatory Provisions**

49.6.1 The Private Party must adhere to the Regulatory Provisions and the Environmental Specifications, as amended from time to time.

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

49.7 **The Institution Requirements**

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

49.7.2 The Private Party must comply with the accreditation in terms of the National Standard for Responsible Tourism, once complete as well as any other applicable Responsible Tourism Standards as required by The Institution.

49.8 **Environmental Responsibility**

49.8.1 The Institution has an active role to play in Responsible Tourism and expects the same from Private Parties that operate in Nature Reserves. The Institution subscribes to the minimum standard of Responsible Tourism (SANS 1162) and expects the same from Private Parties that operate commercial outlets in Nature Reserves.

49.8.2 The Private Party must conduct, manage and carry out the Project at all times in environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Project in a proclaimed Nature Reserve.

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

49.9 **Environmental Impact**

49.9.1 The Private Party must bring to the attention of The Institution any matter which may, in its view, have a detrimental impact on the Environment within the facility and the Protected Area.

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

49.10 **Water Management and Guidelines**

49.10.1 Water conservation measures must be implemented by the Private Party in the design and implementation of their operations;

49.10.2The Private Party must:

49.10.2.1 Monitor the use of water;

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

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

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

49.11 **Energy use**

49.11.1 The Private Party must:

49.11.1.1 To measure energy use and continuously aim to implement measures to reduce energy usage until optimal levels are reached;

49.11.1.2 Monitor the use of energy;

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

49.11.1.4 Set energy usage targets (monitored weekly/monthly) and manage these targets.

49.12 **Chemical Substances**

49.12.1 The Private Party must not sell or use (including staff of the Private Party) any of the chemicals that are banned by the Institution from use in Nature Reserves;

49.12.2 All chemicals listed as “Prohibited” may not be brought into, sold or used in the SNR. The products include items such as Rattex, Finale, Dyant, Doom and Target;

49.12.3 The Private Party must ensure safe storage and disposal of chemicals and their containers;

49.12.4 The Private Party must have a specific disposal system for toxic or other waste regarded as being dangerous under supervision of the Technical Services Department;

49.12.5 The Private Party must use environmentally friendly and biodegradable detergents and cleaning agents;

49.13 **Waste Management**

49.13.1 Liquid Wastes

49.13.1.1 Liquid waste refers to sewerage as well as grey water;

49.13.1.2 The Private Party must manage liquid waste in accordance with national and local legislation requirements;

49.13.1.3 The Private Party must design management techniques to be both economically viable and environmentally sustainable;

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

49.13.1.5 The Private Party must install appropriate grease traps for:

49.13.1.5.1 Pot and rinse sinks attached to dish washers;

49.13.1.5.2 Fixtures or drains through which significant amount of fats, oils or grease may be introduced;

49.13.1.5.3 Soup kettles or similar devices;

49.13.1.5.4 All sinks that are used to clean any dishes, pots, pans or cooking utensils.

49.13.1.6 The Private Party must implement processes and procedures which stipulate the following:

49.13.1.6.1 Kitchen staff should inspect grease traps and interceptors at least monthly and maintain a log sheet of each trap inspection detailing condition of the trap and any maintenance activity;

49.13.1.6.2 That grease traps are cleaned daily; and

49.13.1.6.3 That waste recovered from the grease traps be removed from the park and disposed of at an authorised facility.

49.13.2 Solid Wastes

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

49.13.2.2 The Private Party must achieve Solid Waste Management Best Practices, which implies the following:

49.13.2.2.1 Manage solid waste from source to disposal;

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

49.13.3 The Private Party must include the following policies in the waste management:

49.13.3.1 Green Procurement Policy: This policy defines the procedures that the Private Party will implement to ensure that all produce, containers and packaging comes from suppliers that under-write environmental principles, and that waste be recyclable as far as possible;

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

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

49.13.4.1 Minimise solid waste production at all sources, by striving for the minimisation of all waste.

49.13.4.2 Maximise the recycling of solid waste. Glass, tin, paper and cardboard must be sorted on site for recycling, while actual recycling will take place off site at the authorised waste disposal site.

49.13.4.3 All waste must be removed to the respective approved waste disposal site and incinerator for disposal and recycling. The dumping and disposal of waste other than at the authorised waste site is strictly prohibited and failure to comply may result in a penalty.

49.13.4.4 Waste storage and sorting areas must be properly constructed and maintained. Back-of-house waste cages and waste storage areas must remain clean and secure from problem animals.

49.13.4.5 Waste storage areas must remain visually hidden from visitors to the park.

49.13.4.6 Packaging and containers given to visitors to the park must be environmentally friendly, bio-degradable and recyclable.

49.13.4.7 The distribution of plastic bags to guests is strictly prohibited and only brown paper bags are allowed to be given for the purpose of carrying items purchased.

49.13.4.8 The Private Party must continuously strive towards eliminating plastic water bottles and single-use plastics in their operations.

49.13.4.9 In terms of packaging the Private Party must not use the following in outside seating and eating areas as this pollutes the park:

49.13.4.9.1 Sachets (for sugar, tomato sauce, salt and pepper, etc.);

49.13.4.9.2 Paper serviettes;

49.13.4.9.3 Butter tubs/pads;

49.13.4.9.4 Plastic straws; and

49.13.4.9.5 Plastic cutlery.

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

49.13.4.10.1 Promoting an ethic amongst guests and staff alike.

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

49.14 **Pest Control**

49.14.1 The Private Party must comply with the Institution's prescripts on pest control.

49.14.2 The Private Party must make use of accredited Pest Control Operators and preferred pest control chemicals as prescribed by the Institution.

49.15 **Visual Impacts**

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

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

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

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

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

49.16 **Monitoring**

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

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

49.16.3 The Institution has the right to undertake necessary conservation management activities in all of the Project Sites.

49.16.4 The Private Party must participate in any relevant the Institution-Private Parties forum and comply with any standards thereby agreed or established.

49.17 **Private Party Environmental Proposal**

50. SCHEDULE 8 – PRIVATE PARTY PREQUALIFICATION RESOLUTION

The Private Party shall for the duration of the PPP Agreement adhere to and comply with the Private Party's Prequalification Resolution as part of their Bid Submission and attached hereto.

The following outlines the major areas of qualification:

50.1.1 **Financial Capacity**

50.1.1.1 Given that the project may entail risk to both the successful Bidder and The Institution, it is important that interested parties demonstrate financial strength. In this regard the net asset value of the interested party must be at least R20 million.

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

50.1.1.3 Outline ability to source suitable funding to perform under the PPP Agreement.

50.1.2 **Financial Requirements**

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

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

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

50.1.3 **Tourism Experience**

50.1.3.1 The project is likely to require interested parties with substantial experience and expertise in the tourism market. Interested parties are therefore required to provide examples of similar projects conducted by the interested parties. If the interested party ("Bidding Company") consists of multiple partners or is a new company created for the purposes of the PPP opportunity, then it can meet this criterion with reference to the qualifications of any one of its parent shareholders or partners in the Bidding Company, provided that the relevant shareholder / partner holds at least 30% of the total equity in the SPV that will undertake this PPP opportunity. The interested party must be able to meet this tourism track-record requirement in the following ways:

50.1.3.1.1 Firstly, it must have operated an eco-tourism facility, of at least 50 beds, for at least 3 (three) years.

50.1.3.1.2 Alternatively, it must have operated a conventional hotel of at least 200 beds, for at least 3 (three) years, and can demonstrate a firm association with an appropriate eco-tourism operator (as defined above), through a minimum 30% shareholding. The definition of "operated" will include ownership, leasing or concession arrangements and management contracts. It will not include employment in a hotel or game lodge, at however senior a level. If the Concessionaire is a newly created company, then it can meet this criterion with reference to the qualifications of any one of its parent shareholders, provided that the shareholder holds at least 30% of the total company equity.

50.1.4 **Tourism Track Record**

50.1.4.1 The qualifying tourism Operator(s) or individuals, shareholders or partners, of each Submitting Company, who are being used to meet the criteria regarding tourism experience must provide a general description of the Tourism facilities and services they have operated, including, (i) the number of years in active existence; (ii) the nature of the product sold; and (iii) the total number of beds such facilities or services comprised.

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

50.1.5 **B-BBEE Qualification Criteria**

50.1.5.1 **B-BBEE Level**

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

50.1.5.1.2 A bidder must submit proof of its B-BBEE status level of contributor through the submission of a SANAS accredited B-BBEE certificate or affidavit, as per the Amended Tourism B-BBEE Sector Code.

This Sector Code applies to all enterprises within the Tourism Sector and all parts of its value chain.

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

50.1.5.2 **Job Creation, Preferential Procurement and Enterprise Development**

50.1.5.2.1 The Operator will be required to identify opportunities for local communities in the construction and operation of the hide. An undertaking must be given that this will be done, as well as a plan submitted as part of the bid.

50.1.5.2.2 The Operator will be required to develop and procure services from local community service providers for laundry services and solid waste removal and disposal. An undertaking must be given that this will be done.

50.1.5.2.3 The Operator will be required to develop a minimum of ten (10) enterprises over the duration of the contract term distributed evenly over the period. An undertaking must be given that this will be done, as well as:

50.1.5.2.3.1 The Operator is to compile a plan, which would outline the detail on how the enterprise development will be done and how this enterprise development will evolve into supplier development.

50.1.5.2.3.2 It is integral that the plans proposed as part of the bid submission be backed by thorough research with clear targets that would be met. Failure to meet these will be seen as a material breach of the contract, which could lead to termination.

50.2 **Private Party Prequalification Resolution**

51. SCHEDULE 9 – PRIVATE PARTY CONSTITUTIONAL DOCUMENTS

52. SCHEDULE 10– INSURANCE

53. SCHEDULE 11 – PERFORMANCE BOND

53.1 PART A: FORM OF PERFORMANCE BOND

To be provided to GDEnv having its principal place of business at ______________________ (hereinafter called **"The Institution"**)

Whereas:

(a) The Institution has awarded a PPP Agreement for the design, construction, fitting, installation, equipping, commissioning, financing, Operation, Management and Maintenance of the SNR PPP Facility in the Suikerbosrand Nature Reserve under a PPP Agreement (hereinafter called the **"PPP Agreement"**) to [ ] (hereinafter called the **"Private Party"**); and

(b) The Private Party is obliged by the terms of the PPP Agreement to provide this Bond to The Institution to secure the performance of its obligations under the PPP Agreement**.**

We, the undersigned

____________________________and ____________________________________

(Name) (Name)

acting herein as

____________________________and ____________________________________

(Position) (Position)

of

____

(hereinafter called the **"Bank"**)

being duly authorised to sign and incur obligations in the name of the Bank under and in terms of a Resolution of the Board of Directors of the Bank, a certified copy of which is annexed hereto, hereby irrevocably and unconditionally guarantee and undertake on behalf of the Bank that:

1. The Bank shall pay an amount not exceeding 12 (twelve) months' payments of the Minimum PPP Fee, namely an amount of […………] in aggregate (the **"Maximum Amount"**) without delay, on receipt by the Bank of the first written demand of The Institution that the amount is due and payable and without proof of any breach or other default. The Bank shall pay such amount(s) to **The Institution** upon receipt of a certificate in the form attached signed by an authorised representative of The Institution certifying that The Institution is entitled to draw on this Bond pursuant to the provisions of the PPP Agreement (the **"Certificate"**). The Institution may make partial and/or multiple demands under this Bond provided that the aggregate of amounts paid under this Bond shall not exceed the Maximum Amount.

2. The demand for payment together with this Bond (or a certified copy hereof) and the Certificate shall constitute prima facie proof of the Bank's indebtedness hereunder for the purposes of any proceedings including but not limited to provisional sentence proceedings instituted against the Bank in any court of law having jurisdiction.

3. Neither the failure of The Institution nor of the Private Party respectively to enforce strict or substantial compliance by the Private Party or any contractor or sub-contractor with their respective obligations nor any act, conduct, or omission by The Institution or Private Party prejudicial to the interests of the Bank including, without limitation, the granting of time or any other indulgence to the Private Party, any contractor or sub-contractor or any other person or by amendment to or variation or waiver of terms of the PPP Agreement, any sub-contract or any ancillary or related document (the "Underlying Documents") will discharge the Bank from liability under this Bond. For the avoidance of doubt, the Bank's liability under this Bond will not be discharged notwithstanding the winding up, dissolution or judicial management of the Private Party, any contractor or sub-contractor or any other Person and the Bond shall be honoured regardless of the invalidity, illegality or unenforceability of the Underlying Documents.

4. This Bond shall:

4.1 remain in full force and effect from the date hereof, and shall expire on the earlier of:

4.1.1 the issuance of a replacement Bond in accordance with the terms of the PPP Agreement;

4.1.2 90 (ninety) Business Days after the expiry or earlier termination of the PPP Agreement; or

4.1.3 the date when the Bank has paid to The Institution an amount which is equal to (or amounts which in aggregate total) the Maximum Amount;

4.2 exist independently of the PPP Agreement or any amendment, variation or novation thereof;

4.3 not be ceded, assigned or otherwise transferred by The Institution, or otherwise dealt with in any manner whatsoever (save for the purposes and in the manner referred to above) which has or may have the effect of transferring or encumbering or alienating The Institution's rights hereunder;

4.4 be returned to the Bank on its expiry, cancellation, withdrawal or this Bond being fully drawn; and

4.5 be governed by the laws of the Republic of South Africa.

5. The Bank shall deposit any payment made under this Bond into an account designated by The Institution.

6. The Bank shall make any payment demanded under this Bond free, clear of and without any deduction, withholding, counterclaim or set-off of any kind. If the Bank is required by law to make payments subject to the deduction or withholding of tax, it will make such further payments as are necessary to ensure that the amounts paid to The Institution equal the amounts that would have been paid to The Institution had no such deduction or withholding been made or been required to be made.

7. The obligations of the Bank under this Bond shall not in any way be affected by the invalidity, illegality or unenforceability for any reason of the obligations of the Private Party.

8. The Bank shall have no right of recourse or claim of whatever nature against The Institution arising out of its obligation to pay or arising out of actual payment under this Bond to The Institution.

9. Addresses and Notices:

9.1 The parties hereto choose *domicilium citandi et executandi* for all purposes of and in connection with this PPP Agreement as follows:

The Institution:

____

Telephone:

Facsimile:

E-mail:

The Bank:
____

Telefax:
____

9.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it shall be a physical address in the Republic of South Africa, and any such change shall only be effective upon receipt of notice in writing by the other party of such change.

9.3 All notices, demands, communications or payments intended for any party shall be made or given at such party's *domicilium* for the time being.

9.4 Any notice required or permitted to be given under this Bond shall be valid and effective only if in writing.

9.5 A notice sent by one party to another party shall be deemed to be received

9.5.1 on the same day, if delivered by hand;

9.5.2 on the same day of transmission, if sent by telefax with a receipt confirming completion of transmission.

9.6 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi.*

SIGNED ON ____________________ ______________________202_

AT

____

(Place)

SIGNATURE ___________________SIGNATURE____________________

[NAME] [NAME]

[TITLE] [TITLE]

WITNESS 1 _________________WITNESS 2 _______________________

53.2 **PART B: FORM OF CERTIFICATE**

To:[Name and address of Bank]

Attention:

From: Gauteng Department of Environment

Address:

Dated:

Dear Sirs

Performance Bond Dated [insert date] (the "Bond")

We refer to the above Bond issued by you. Terms defined in the Bond shall have the same meaning when used in this Certificate.

The Institution is entitled to call on this Bond under the PPP Agreement and we demand payment of the sum of R[………] under the Bond. Payment is to be made in accordance with the provisions of the Bond.

Payment must be made without delay to [**The Institution** bank account details].

Yours faithfully,

....

for and on behalf of

GDEnv

53.3 Private Party Performance Bond

54. SCHEDULE 12 – CAPITAL EXPENDITURE PLAN

54.1 Introduction

54.1.1 The Private Party shall be obliged to comply with and adhere to the Capital Expenditure Plan as proposed with the Private Party's Bid Submission.

54.1.2 Failure by the Private Party to comply with the provisions of this Schedule 12 to the PPP Agreement and the Private Party Default is not remedied before the expiry of the period referred to in the notice by the Institution; the Institution may terminate this PPP Agreement with immediate effect by written notice to the Private Party.

55. SCHEDULE 13 – EMPLOYEE HOUSING AND RENTALS

55.1 Houses allocated: None – all to be built by the Private Party in line with the approved Bid Submission (unless otherwise agreed to with The Institution).

55.2 No rental will be payable by the Private Party on such accommodation.

56. SCHEDULE 14 – CONSUMER PROTECTION ACT

This Schedule set out certain provisions as contained in CPA that apply to the activities of the Business. The said provisions are adopted as minimum norms and standards that need to be strictly adhered to by the Private Party in executing the Project, and may lead to the termination of the PPP agreement if the Private Party does not adhere to these standards, thus fails to remedy the breach when notified by The Institution. However, it is advisable that the Private Party obtains the full version of the CPA, and professional legal advise on CPA.

56.1 **Purpose and Policy of CPA**

The purposes of CPA are to promote and advance the social and economic welfare of consumers in South Africa by:-

56.1.1 establishing a legal framework for the achievement and maintenance of a consumer market that is fair, accessible, efficient, sustainable and responsible for the benefit of consumers generally;

56.1.2 reducing and ameliorating any disadvantages experienced in accessing any supply of goods or services by consumers:-

56.1.2.1 who are low-income persons or persons comprising low-income communities;

56.1.2.2 who live in remote, isolated or low-density population areas or communities;

56.1.2.3 who are minors, seniors or other similarly vulnerable consumers; or

56.1.2.4 whose ability to read and comprehend any advertisement agreement, mark, instruction, label, warning, notice or other visual representation is limited by reason of low literacy, vision impairment or limited fluency in the language in which the representation is produced, published or presented;

56.1.2.5 promoting fair business practices;

56.1.2.6 protecting consumers from:-

56.1.2.6.1 unconscionable, unfair, unreasonable, unjust or otherwise improper trade practices; and

56.1.2.6.2 deceptive, misleading, unfair or fraudulent conduct.

56.1.2.7 The Private Party shall in the course of operating the SNR PPP Facility in the Protected Area observe the following procedures:

56.2 **Disclosure and Information**

56.2.1 Information in plain and understandable language - Private Party shall be required to produce, provide or display any notice, document or visual representation of anything connected with the Business in plain language

56.2.2 Disclosure of price of products - Private Party shall be required to adequately display a written indication of price in relation to any products to be sold by the Private Party at the SNR PPP Facility, the price of which should be expressed in South African currency (Rand), and in the following manner:

56.2.2.1 the price should be annexed or affixed to, written, printed, stamped or located upon, or otherwise applied to the products or to any band, ticket, covering, label, package, reel, shelf or other thing used in connection with the products or on which the products are mounted for display or exposed for sale; or

56.2.2.2 in any way represented in a manner from which it may reasonably be inferred that the price represented is a price applicable to the products in question.

56.2.3 Product labelling and trade descriptions - The Private Party shall not:

56.2.3.1 knowingly apply to any products a trade description that is likely to mislead the consumer as to any matter implied or expressed in that trade description; or

56.2.3.2 alter, deface, cover, remove or obscure a trade description or trade mark applied to any products in a manner calculated to mislead consumers;

56.2.3.3 not offer for sale, or display any particular products if the Private Party knows, reasonably could determine or has reason to suspect that:-

56.2.3.3.1 a trade description applied to the products is likely to mislead the consumer as to any matter implied or expressed in that trade description; or

56.2.3.3.2 a trade description or trade mark applied to the products has been altered

56.2.3.4 Private Party shall be required to display a notice that discloses the presence of any genetically modified ingredients in products to be sold at the SNR PPP Facility, such notice shall be in a manner and form as described in CPA and related legislations.

56.2.4 Sales records

56.2.4.1 Private Party shall provide a written record of each transaction to the consumer to whom any products are sold.

56.2.4.2 The record must include at least the following information:

56.2.4.2.1 Private Party's full name, or registered business name, and VAT registration number;

56.2.4.2.2 the address of the premises at which, or from which, the products were sold;

56.2.4.2.3 the date on which the transaction occurred;

56.2.4.2.4 a name or description of any products sold or to be sold;

56.2.4.2.5 the unit price of any particular products sold or to be sold;

56.2.4.2.6 the quantity of any particular products sold or to be sold;

56.2.4.2.7 the total price of the transaction, before any applicable taxes;

56.2.4.2.8 the amount of any applicable taxes; and

56.2.4.2.9 the total price of transaction, including any applicable taxes.

56.3 **Fair and Honest Dealing**

56.3.1 **Unconscionable conduct**

56.3.1.1 Private Party or any of its representatives or employees during the course of conducting the Business in the SNR PPP Facility shall not use physical force against a consumer, coercion, undue influence, pressure, duress or harassment, unfair tactics or any other similar conduct, in connection with any marketing and/or the offering for sale of any products.

56.3.2 **False, misleading or deceptive representations**

56.3.2.1 Private shall not, by words or conduct:

56.3.2.1.1 directly or indirectly express or imply a false, misleading or deceptive representation concerning a material fact to a consumer;

56.3.2.1.2 use exaggeration, innuendo or ambiguity as to a material fact, or fail to disclose a material fact if that failure amounts to a deception; or

56.3.2.1.3 fail to correct an apparent misapprehension on the part of a consumer, amounting to a false, misleading or deceptive representation, or permit or require any other person to do so on behalf of the Private Party.

56.4 **Quality Service**

56.4.1 Private Party shall be expected in the sale of its products to provide timely service and in a manner and quality that persons are generally entitled to expect. The service shall entail:

56.4.1.1 making sure that the consumer does not wait for too long in the queue, when the consumer is purchasing some product items at the SNR PPP Facility;

56.4.1.2 ensuring that the product items provided for sale in the SNR PPP Facility are free of defects such as freshness, safe, not hazardous to health and are of quality that the consumers are generally entitled to expect.

56.4.2 If a Private Party fails to perform a service to the standards contemplated in Clause 56.4.1 above, the consumer is entitled to demand from the Private Party, to either:-

56.4.2.1 remedy any defect in the quality of the service performed or goods bought; or

56.4.2.2 refund to the consumer a reasonable portion of the price paid for the services performed and goods supplied, having regard to the extent of the failure.

57. SCHEDULE 15 – INTEGRATED PEST MANAGEMENT PLAN

59. SCHEDULE 16 – STOCK

60. SCHEDULE 17 – BUSINESS ASSETS

60. SCHEDULE 18 – EXCLUDED ASSETS

61. SCHEDULE 19 - COMPLIANCE EVENTS

The following Compliance Events will apply to the Project:

61.1 The Approval of an Environmental Impact Assessment, if required for the Project, by the Relevant Authority.

61.2 Provision by the Private Party of a Performance Bond in the amount and form indicated in Clause 19.

61.3 Approval of the Detailed Design by the Institution Design Review Panel.

61.4 The commencement of operations within twenty four (24) months from Signature Date.

62. SCHEDULE 20 – DEED OF SURETYSHIP

We, the undersigned,

____

Name:
Identity Number/ Registration number:

____

Name:
Identity Number/ Registration number:

____

Name:
Identity Number/ Registration number:

hereinafter referred to as the "**Sureties**",

1. On the terms set out in this suretyship, hereby individually, but jointly and severally, irrevocably and unconditionally stand as surety and guarantee in favour of **The Institution** and its successors-in-title, cessionaries and assigns ("**the Creditor**") for the due and punctual performance of all obligations of any nature which may be owed or become owing in the future to the Creditor by the Private Party, ("**the Debtor**") pursuant to or howsoever arising (including from contract, delict, enrichment, restitution or other legal theory) directly or indirectly in connection with:`

   1.1. the Public Private Partnership Agreement concluded or to be concluded by the Creditor and the Debtor contemporaneously with this guarantee and suretyship and to which this guarantee and suretyship is a Schedule, including any component terms or agreements incorporated therein by way of any of annexures or schedules; and

   1.2. the obligations and liabilities arising in respect of any of the other sureties under this guarantee and suretyship, and any subsequent amendment thereto or novation or substitution thereof, collectively, referred to as the

"**Secured Obligations**".

2. We indemnify the Creditor against any loss, liability, damage, cost (including, without limitation, legal costs on a scale as between an attorney and his own client) or expense which the Creditor may suffer or incur howsoever arising in respect of or in connection with the Secured Obligations.

3. The rights of the Creditor under this guarantee and suretyship shall in no way be affected or diminished if the Creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the Secured Obligations unless such additional suretyship, guarantee, security or indemnity is an agreement between the Sureties and the Creditor and specifically provides for such rights to be affected or diminished.

4. The liability of each of the Sureties is joint and several, each Surety being liable to the full extent in respect of the Secured Obligations, and will not be diminished if:

   4.1. any intended person (including a Surety) does not sign this suretyship or another agreement of guarantee, indemnity, suretyship or other form of intercession for the debts of another;

   4.2. any surety or co-principal debtor is released (whether in respect of then existing or future debts or both) or ceases to be bound for any other reason; or

   4.3. any intended security may not be obtained or protected or may be released or may cease to be held for any other reason.

5. This guarantee and suretyship shall remain in full force and effect as continuing covering security notwithstanding any temporary fluctuation in or extinction of the Secured Obligations and may not be terminated other than with the written consent of the Creditor, which consent the Creditor shall be obliged to issue upon the full, final and unconditional settlement of the Secured Obligations.

6. No alteration or variation of this guarantee and suretyship, or any other present or future agreement between the Debtor and the Creditor shall in any way release the sureties from their liability hereunder.

7. The Creditor shall be entitled, whether before or after the due dates for payment or performance of the Secured Obligations, without reference or notification to the Sureties and without affecting its rights and the Sureties' liability hereunder to:

7.1. release (or omit to perfect) any other securities (including suretyships and guarantees) held by it in respect of the Secured Obligations;

7.2. grant the Debtor extensions of time for payment; and

7.3. compound, or to make any other arrangements, with the Debtor for the reduction or discharge of the Debtor's indebtedness.

8. If the Debtor is liquidated, submits an offer of compromise, placed under business rescue proceedings or its obligations to its creditors are affected by any insolvency law or in terms of the common law ("**the Insolvent Debtor**"):

8.1. no Surety shall file any claim against such Insolvent Debtor, save with the prior written consent of the Creditor; and

8.2. the Sureties' liabilities in terms of this guarantee and suretyship shall not be discharged or reduced and the Secured Obligations of the Insolvent Debtor immediately prior to such sequestration, compromise, composition or similar legal disability shall, for the purposes of this guarantee and suretyship, be deemed to be unaffected by such event.

9. Upon receipt by a Surety of any written notice from the Creditor stating that any amount is payable by such Surety, or that such Surety is obliged to perform any obligation to the Creditor, in terms of this guarantee and suretyship, the Sureties shall immediately:

9.1. perform such obligation; and/or

9.2. pay such amount, in cash, without set-off or deduction of any nature whatsoever, into the bank account stipulated by the Creditor in writing for this purpose.

10. The Surety/ies shall not be entitled to withhold such payment or performance or

security even if the Surety/ies contend/s that they/it are/is not obliged to make such payment or performance or tender such security on the basis of any fact or allegation which would constitute a legal defence to or discharge of any claim by the Creditor under this guarantee and suretyship, provided that in the event that the defence is upheld and/or resolved in favour of the Surety or Sureties, the Creditor shall be obliged to repay any amounts, the payment of which have been successfully disputed, paid pursuant to clause 10, together with interest thereon at the prime interest rate as from date of payment to the date on which it is repaid to the Sureties.

11. Each Surety shall use its respective best endeavours to procure the fulfilment by the Debtor of the Secured Obligations and shall refrain from taking or permitting to be taken any action which may prevent, hamper or detrimentally affect the fulfilment by the Debtor of the Secured Obligations.

12. Each Surety hereby absolves the Creditor absolutely from any liability for any loss or damage which the Sureties may suffer as a consequence, directly or indirectly, of the Creditor lawfully exercising any of its rights set out in this guarantee and suretyship.

13. Each Surety chooses the place at which a summons or any legal notices shall be served to be the address set out in Annexure 1 to this suretyship, to which address all process relating to this guarantee and suretyship may be served and all notices and communications may be addressed to the Sureties and which shall be deemed to have reached the Sureties on the date of physical delivery thereto.

14. A certificate under the hand of any Manager or Director of the Creditor or any legal advisor of the Creditor, as to the existence and amount of the indebtedness of the Debtor and/or of the Sureties to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon, the rate of interest applicable thereto and as to any other fact, matter or thing relating to the indebtedness of the Debtor and/or of the Sureties to the Creditor shall be, on the face value, proof of the contents and correctness thereof and the amount of the Sureties' indebtedness hereunder for the purpose of provisional sentence or summary judgment or any other proceedings against the Sureties in any competent court, and shall be valid as a liquid document for those purposes. It shall not be necessary to prove the appointment or capacity of the person signing any such certificate.

15. As part of the Sureties' liability in terms hereof, the Sureties shall pay the amount of any reasonable costs, charges and expenses of whatever nature incurred by the Creditor in securing or endeavouring to secure fulfilment of the Secured Obligations as well as the Sureties' obligations hereunder, including, without limitation, collection commission and legal costs on the scale as between an attorney and his own client, insurance premiums, broking costs, storage charges, costs and expenses of valuation, maintenance, advertising, realization (including agent's and auctioneer's commissions and other charges and disbursements), stamp duties, taxes and other fiscal charges.

16. This document constitutes the sole record of the guarantee and suretyship agreement between the Creditor and the Sureties in regard to the subject matter hereof.

17. Neither the Sureties nor the Creditor shall be bound by any express or implied term, representation, warranty, promise or the like relating to this guarantee and suretyship not recorded herein, but the provisions hereof are without prejudice to such other rights as the Creditor may have at law.

18. No addition to, variation, or unilateral or consensual cancellation of this of this clause, this guarantee and suretyship shall be of any force or effect in respect of the Creditor and a Sureties unless such is recorded in writing and signed by or on behalf of the Creditor and the Sureties in respect of whom the amendment is to apply.

19. No indulgence which may be granted to a Surety by the Creditor shall constitute a waiver of any of the rights of the Creditor and the Creditor shall not thereby be precluded from exercising any right against the Sureties (or any other Surety) which may have arisen in the past or which may arise in the future.

20. If any provision of this guarantee and suretyship should be found by a competent court to be wholly or partly invalid or unenforceable then this guarantee and suretyship shall be severable in respect of the provision in question (to the extent that it is invalid, unenforceable or unlawful) and the remaining provisions of this guarantee and suretyship shall remain in full force and effect.

21. This guarantee and suretyship shall in all respects (including, without limitation, its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of the Republic of South Africa.

22. The costs of this guarantee and suretyship, including any stamp duty payable hereon, shall be borne and paid by the Sureties jointly and severally.

23. The Creditor shall be entitled to cede (whether out and out or by way of a security cession) all or any portion of its rights in terms of this guarantee and suretyship to any one or more third party/ies ("**Cessionary/ies**") without notice or reference to the Sureties and whether such cession is made to one or more Cessionaries. If the Creditor cedes all or any of its rights in terms of this guarantee and suretyship, all references to the Creditor in this guarantee and suretyship (including, but without limitation, in this clause 25 and in clause 12) shall be deemed to include references to the Cessionary/ies.

24. If it is required that the Sureties sign any document or do anything in order for the provisions hereof to be implemented or for the Creditor to be able to exercise its rights in terms hereof, then the Sureties shall, forthwith upon demand, sign or do, or cause to be signed or done, such document or thing.

25. This guarantee and suretyship shall in no manner whatsoever be prejudiced, terminated or limited by any other security held by the Creditor in respect of the Secured Obligations on the date of signature of this guarantee and suretyship or received by the Creditor after the signature of this guarantee and suretyship unless the Creditor has specifically so agreed in writing under the signature of its duly authorised representative.

We, **The Institution** by the signature of our duly authorised representative in the space provided immediately hereunder, accept the benefits and rights conferred upon us in terms of this suretyship:

SIGNED AT ON THIS THE ________ DAY OF __________ 202_

Witness: for **GDEnv**

... **..**

The signatory by his signature warrants that he is duly authorised hereto

We, the Sureties, by our signatures in the space provided immediately hereunder, grant this guarantee and suretyship.

SIGNED AT ON THIS THE _______DAY OF ____________ 202_

...

Witness: for ______________________________

...

Witness: for ______________________________

... for______________________________

Witness: for ________________________________

... **..**

Consent by spouse, if married in community of property

Name:Signature:

Name:Signature:

62.1 **ANNEXURE 1 – SURETIES' DOMICILIUM**

GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**	
	Financial Statements	Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

INTEGRITY PACT FOR BUSINESSES

GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	**ETHICAL VALUES**
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

[1] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

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GAUTENG ETHICS & ANTI CORRUPTION

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	**National Anti-Corruption Hotline**
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. 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 any thing 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 those 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

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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) a cashier's or certified cheque

7.4 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 analyzed 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.

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 fulfillment 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 contracts 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 canceling 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:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) 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 anti-dumping 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 the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful 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.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.