



THE SOUTH AFRICAN NATIONAL PARKS (“SANParks”)

**BIDDER QUESTIONS & REPOSSES FOR THE PUBLIC PRIVATE PARTNERSHIP
TENDER FOR THE FINANCE, REFURBISHMENT, OPERATION AND MAINTENANCE OF
FOUR CONCESSION AREAS IN THE KRUGER NATIONAL PARK:**

Opportunity Nr 1: To operate the lodge accommodation of the Jock of the Bushveld Concession in the Kruger National Park.

Opportunity Nr 2: To operate the lodge accommodation of the Mluwati Concession in the Kruger National Park.

Opportunity Nr 3: To operate the lodge accommodation of the Lwakahle Concession in the Kruger National Park.

Opportunity Nr 4: To operate the lodge accommodation of the Jakkalsbessie Concession in the Kruger National Park.

5 November 2024 – Round 3

NOTICE:

FINAL ROUND OF QUESTIONS EXTENDED TO WEDNESDAY 6 NOVEMBER 2024 END OF BUSINESS DAY.

No.	Bidder Question	SANParks Response
ROUND 1		
1.	The entire RFP says “DRAFT” can we assume that it’s not a draft and this is the final one?	Bidders to continuously check for updates and uploads on SANParks tenders’ portal.
2.	Section 15.3.2.3 – the sentence is not complete – what it is referring to is missing?	<p>PDF page break error. Refer paragraph 15.3.2.4 of the RFP for the rest of the wording for the sentence.</p> <p>The sentence should read as follows:</p> <p><i>“SANParks will evaluate the bidder’s B-BBEE proposal (details of the format and information required are in Annexure 3 – B-BBEE Obligations) and will allocate scores according to the methodology and weightings in the B-BBBEE scorecard in Annexure 3. “</i></p>
3.	What is meant by “annual reports” in 21.1.1.2 in addition to AFS (21.1.1.1) in the RFP?	Annual Reports are broader reports providing more information on the business, other than financial information about the business. Please provide annual reports if it exists.
4.	The cashflow template seems to be missing the last few lines – i.e. some outflows missing, no total outflows and no net cashflow (23.3 of RFP)?	Please note Erratum on the SANParks Website in respect of this Clause 23.3 of the RFP.
5.	Is there an updated version of the Concession Operating Manual ready yet, or when will it be ready?	No updated KNP Operating Manual for now, SANParks will upload on the SANParks Website the latest version of the KNP Operating Manual aligned to the latest PPP Agreement once completed.
6.	The Information Memorandum (IM) states that a “copy to be distributed to bidders in due course” (7.3.16) in reference to KNP Operating Manual.	Refer Item 5.

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ROUND 1		
7.	As a current concessionaire, when must the Handover contract be finalised and signed?	As part of the procurement process, the bidders acknowledges that it has read and will sign the handover agreement. Actual signature will take place after appointment of a preferred bidder. The Handover Agreement is standardised and forms part of the bidding documents. No inputs are required as part the bidders' response to the RFP.
8.	We still have a number of queries / comments on the one provided and it is already out of date as it refers to the bidders site visits which have already happened.	Refer to Item 7
9.	We understand that as a new bidder for a concession we would only sign the deed of adherence to the Handover contract if selected as preferred bidder – is this correct?	Correct. Outgoing concessionaire and incoming Private Party to sign, when a preferred bidder is selected.
10.	Will we be informed when the final PPP agreement is posted on the website? We have not noted it there as yet.	Bidders to continuously check for updates and uploads on SANParks tenders portal.
11.	Is there a timetable for the SANParks responses during the preferred bidder to closure period? While there are 2 weeks and then 3 weeks for the preferred bidder to respond after selection, on the PPP agreement, and after receiving responses form SANParks to signature, there is no	This relates to clause 16.1 of the RFP. No further timetable to be provided beyond what is in the documents. Bidders to apply their own timing schedule for planning and modelling purposes of their bids.

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	<p>indication of the timeframe in which SANParks will respond to the bidder's comments on the PPP agreement.</p> <p>This will help indicate when the handover periods are likely to start and can impact the financial models. 1.2.15 in the handover agreement is linked to this and seems to imply that should financial close be later than 31 March 2025, then the possible handover period could be shortened to less than a year.</p>	
12.	Can incumbent concessionaires bid from the entity which currently holds the respective concession for that re-bid concession opportunity?	The RFP sets out the legal requirements for the Private Party SPV, it is for the bidders to ensure that they comply with the requirements. Bidders can bid from their existing entities, however, should they be selected as the preferred bidder, they will be required to create a new SPV.
13.	Assuming that the BBBEE score is only evaluated on year 1 and year 3 onwards scorecards only, then the bid evaluation playing fields are level vis a vis other bids from varying new SPVs or incumbent concessionaires. Therefore, if this is the case, we would assume current concessionaire re-bidding from the existing concession company/entity can be allowed.	<p>Bidders are required to complete / indicate their Target(s) for year 1 and Year 3 using the Target levels provided in the Scorecard as a minimum compliance target.</p> <p>SANParks recommends that Bidders consult independently with a SANAS verification agency on the Target levels they need to meet / or to achieve at least a level 2 by year 3.</p> <p>Refer to the SANParks Websites for an Erratum on the price formula.</p>

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	Then we note that the price formula appears incorrect and is the one used when the best value for the public sector is a lower price.	
14.	<p>Can the form in Annexure 4 be adjusted so that a year one and a year two and ongoing minimum fee can be proposed on this form?</p> <p>Annexure 4 does not allow for the variable minimum PPP fee offer for years 1 and 2, which is implied as an option based on the different minimum fee amounts SANParks notes they require for each bid in those years.</p>	<p>Yes. Annexure 4 of the RFPs, Table 2 provides for a minimum and a variable PPP Fee for each year from Year 1. Table should be adjusted as required.</p> <p>Bidders to note the minimum Fee prescribed in Annexure 4 of the RFP for year 1 and year 2 and that the minimum fee cannot be lower than the prescribed value. Also it is the Bidder prerogative if it wants to move to a variable PPP Fee Offer in year 1 or 2 and not have a minimum fee in these years. Similarly it is the Bidder prerogative if it continues with a minimum fee for longer than the 2 years provided. In the end SANParks requires a PPP Fee Offer Values for each of the 25 years in the last line of Table 2 in Annexure 4 – it is on these values the Bidder will be evaluated.</p> <p>PLEASE NOTE that further clarification will be provided to the PPP Fee Offer based on discussions at the Bidders Conference. Bidders to continue checking the SANParks Website for updates</p>
15.	<p>Please can the B-BBEE scoring be explained - it is not clear how the B-BBEE 10 points will be scored, given the various B-BBEE elements required?</p> <p>There are 4 elements to the B-BBEE offer, the scorecard of the bidder on bidding (which must be level 4), the projected year 1 project scorecard</p>	<p>Please note Addendum/Erratum on the SANParks Website in respect of this Clause for further clarification.</p> <p>The Socio-Economic Transformation is part of the BEE elements identified in the RFP BEE Scorecard and is not a separate requirement. For purposes of bid response, bidders are required to commit to meet or exceed the minimum compliance target set out in the RFP BEE Scorecard.</p>

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ROUND 1		
	<p>(level 4 or less), the projected year 3 project scorecard (level 2 or less), and the Socio-Economic Transformation Proposal.</p> <p>We suggest that the bidder scorecard on bidding, is not used in the evaluation. In the case of new SPVs with no operating record, a level higher than 4 can only be attained with 50% plus or 100% black ownership, while by year 3, a <50% black owned company could be level 2, or possibly a level 1.</p> <p>We suggest that the projected first- and third-year scorecards, with a weighting towards year three's scorecard would be the appropriate way to evaluate.</p>	<p>Bidders must structure the Private Party SPV in such a way that they meet the requirements for a Level 4 Consolidated B-BBEE Certificate at RFP stage.</p> <p>SANParks will not be making any changes to the evaluation criteria for the B-BBEE Scorecard set out in the RFP.</p>
16.	<p>On the "Socio-Economic Transformation Proposal," is it possible to get more details of what is expected in this, and whether this is, and then how this is, evaluated with respect to the score out of 100 for the 10 BBEE points?</p>	<p>Refer Item 15.</p>
17.	<p>In the current gazetted Tourism Sector scorecard – there are bonus points for TOMSA membership and levy collection under SED, but on the</p>	<p>The B-BBEE Elements in the RFP B-BBEE Scorecard are based on SANParks' priorities for its BEE and SED objectives for these projects (refer Clause 24 of RFP which describes the basis). Please note that TOMSA membership is included as an evaluation</p>

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	proposed Bid Scorecard, no points are allocated for this, has this fallen away?	criteria for functionality and not for B-BBEE scoring.
18.	Please indicate where the YES programme participation will be scored and how the enhancement in overall BEE level will be treated under the SANPARKS projected scorecard.	It is the prerogative of a bidder on how it intends to incorporate / integrate any empowerment programmes into the RFP B-BBEE Scorecard. It is suggested that Bidders obtain advice from a reputable SANAS Verification Agency.
19.	There is a definition of "local" in the Information Memorandum (4.13.5.1) for ownership. Can we take it that the same definition of local applies for all the other scorecard elements which state local (there are 8 further subcategories in the scorecard which state "local").	Correct
20.	Please can the 2024 year-end residual values be provided where available, and an indicative estimate of 31 March 2025 residual values also be given?	Bidders advised to be on the lookout for uploads on the SANParks website for 2024 year-end residual values, as audited Annual Financial Statements are received. Please note that the financial year-ends for the four concessions are different. <i>No indicative values will be given.</i>
21.	Can prospective bidders obtain copies of the Transaction Advisor report from the Technical Visits held in February of this year for the respective concessions they are interested in bidding for?	No, this information is not/will not be made available to prospective bidders. The information considered pertinent has been provided in the Information Memorandum. The Site Visits was for prospective bidders' due diligence assessment.

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ROUND 1		
22.	Alternatively, is there a different way that the concession assets which comprise the residual value can be better understood, such as copies of asset registers?	Asset registers of Concessions will not be provided as part of the RFP. Residual Value calculations were explained at the Bidders Conference in line with the RFP specifications and the example spreadsheet has been uploaded to the Website.
23.	Can the Footprint/Existing Footprint, which is referred to a number of times in the RFPs and IMs be more clearly defined? Is the footprint as per the EIA/EIAs?	"Footprint" in the RoD or EIA is in fact not a set area specified but written descriptions of what is included. The description in the Information Memorandum of each concession is what is allowed and what has changed is the "footprint". From a guest or staff camp site perspective what is currently in the sites as viewed at the Bidder Due Diligence site visit is within the described footprint. Please note that all of the physical facilities are always contingent to the Water License specifications which is provided in the Information Memorandum for each concession.
24.	Can new EIA processes be embarked on for improvements/developments, and as long as they comply with SANParks policy and guidelines and an EIA RoD is granted with SANParks approval obtained, the improvements or developments can proceed?	A successful bidder may embark on that process post this RFP process. All improvements/developments are subject to SANParks' approval.
25.	Can bidders be provided with copies of the current EIA RoDs for the concessions they are interested in bidding for?	Refer Item 23
26.	Can additional staff accommodation be proposed as part of the improvements to a concession, with	Yes, additional staff accommodation can be proposed as part of the proposal. However, Bidders will only commence new applications as it relates to EIAs and RoDs, and Water

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ROUND 1		
	the necessary EIAs and RoDs if triggered?	Licences after being appointed as the new concessionaire.
27.	Roads - If an EIA/RoD is obtained for additional traversing roads can such roads be developed, at the cost of the concessionaire, and maintained by the concessionaire, always within an appropriate SANParks roads policy and/or agreed with SANParks?	Yes, additional roads can be proposed as part of the proposal. However, Bidders will only commence new applications in relation to EIAs and RoDs, after being appointed as the new concessionaire.
28.	Can new waterholes be developed, as long as they comply with SANParks policy and guidelines on water usage and an EIA RoD is granted and SANParks approval obtained?	Yes, new waterholes can be proposed as part of the proposal. However, Bidders will only commence new applications as it relates to EIAs and RoDs, and Water Licences after being appointed as the new concessionaire.
29.	Can new solar farm/solar panel arrays be implemented, as long as they comply with SANParks policy and guidelines, and an EIA RoD is granted and SANParks approval obtained?	Yes, new waterholes can be proposed as part of the proposal. However, Bidders will only commence new applications as it relates to EIAs and RoDs, and Water Licences after being appointed as the new concessionaire.
30.	Can concessionaires offer traversing rights to other parties on their concession roads, for an appropriate traversing fee and if relevant, KNP entrance fee?	This does not form part of RFP bid specification. It is a solution/proposal a successful bidder can make after this RFP process.
31.	Am I still able to visit the lodge before or after the 16th ?	No, not as an official SANParks' Bidder Due Diligence Site Visit for this RFP process. That was the purpose of the site visits from 30 September to 3 October 2024.

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ROUND 1		
32.	What type of drainage is used on the property?	Please refer to Information Memorandum for each opportunity.
33.	What water system is used on the property?	Please refer to Information Memorandum for each opportunity.
34.	Water taken from river and purified?	Please refer to Information Memorandum for each opportunity.
35.	The property had any flooding in the past 20 years?	Please research flooding records for the Park. Flooding has been experienced at each property to a different degree.
36.	Whether access has ever been an issue during flood periods i.e. lodge not accessible?	Yes, access can be an issue during flood periods. Bidders should plan for this. Please refer to Information Memorandum for each opportunity regarding safety and disaster planning. Refer also to Item 50.
37.	Ask whether all furniture and fittings will be left as they are?	Please refer to Information Memorandum and RFP for each opportunity, particularly the Residual Value clauses. Please note that only immovable assets form part of the RFP.
38.	Ask whether the thatch roof has ever been changed in the past 20 years?	Please refer to Information Memorandum for each opportunity. The purpose of the site visit was for Bidders to make their own assessments.
39.	All equipment/inventory will be left to the new management company including kitchenware? –	Refer Item 37.
40.	Any financials of the current operations will be available during tender stage?	No.
41.	What is the occupancy of the Concessions?	Occupancies will not be shared. Each Bidder should base their occupancies on their own market research and their plans on how they will market and operate the concession.

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42.	Will inflation be applied to the PPP Fee Offer in calculating "Pt" when applying the Formula to determine the number of points scored?	Yes
43.	<p>If inflation is to be applied to the PPP Fee Offer in calculating "Pt" when applying the Formula:</p> <ul style="list-style-type: none"> • Presumably SANParks will apply the same forecasted inflation rates to the calculation of "Pt" so that all bidders are treated the same basis? • What are the forecasted rates of inflation that will be applied? • From which year will inflation first be applied, year 3? • Would it not make sense for all forecasted turnover to exclude inflation? • Will an NPV (net present value) formula/discount be applied to the forecasted turnover over the 25 year period of the concession, in order to derive a value at the time of bidding? 	<p>If the Bidder does not indicate that the minimum fee offer as per Annexure 4 of the RFP already includes CPIX as is required, SANParks will apply CPIX. However, if the minimum fees as specified as the lowest minimum fee specifications for Year 1 and Year 2 that is used as the offer, this already includes CPIX.</p> <p>Bidder to indicate the CPIX it is using in its offer.</p> <p>If the minimum fees as specified as the lowest minimum fee specifications for Year 1 and Year 2 is used as the offer, this already includes CPIX. If Bidder's offer continues with a minimum fee and not a variable fee in Year 3 then it should specify the value with CPIX.</p> <p>The Bidder must provide the concession gross revenue value on which it is basing its variable fee % offer. The rand value of the variable fee offer will be evaluated for each year and for the total 25 year period.</p> <p>PLEASE NOTE that further clarification will be provided to the PPP Fee Offer based on discussions at the Bidders Conference. Bidders to continue checking the SANParks Website for updates</p>
44.	<p>90/10 – the 10 specific goals</p> <ul style="list-style-type: none"> • Please explain how/on what basis the 10 	Refer to Item 15

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ROUND 1		
	<p>points for specific goals will be awarded against the SANParks B-BBEE target scorecard. It is not clear how the B-BBEE target scorecard points or percentages “translate” into the 10 points?</p>	
45.	<p>We note the change in calculating the PPP Fees from net revenue (the current position) to Gross Revenue.</p>	<p>SANParks has been using the term Gross Revenue in its recent PPPs. For the RFP it means the accommodation and other revenue earned by the concessions and on which you will be basing the calculation of your variable PPP Fee Offer.</p>
46.	<p>We note that Gross Revenue includes all income of both the Concessionaire and its subcontractors.</p> <p>Subcontractors are defined as ‘<i>any subcontractor who has contracted directly with the Private Party in respect of any of the Project Deliverables</i>’.</p> <p>“<i>Subcontractors</i>” would therefore include all third parties who, for example, are sub-contracted to refurbish the lodge, supply wood, transport guests, transport staff, provide laundry services, implement eco-pest management systems and the like.</p> <p>“<i>Project Deliverables</i>” is very widely defined, and includes the refurbishment and financing of the</p>	<p>For the purposes of the PPP Fee Offer the intention of including subcontractors is in respect of calculating any revenue generating “activities” or “deliverables” where the bidder may subcontract the delivery to another party. As SANParks cannot foresee the basis of such arrangements (for example rental fee or other), the requirement is to ensure all potential revenues are included in calculation of the PPP Fee Offer.</p>

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ROUND 1		
	<p>Facilities, the provision of tourism accommodation and its ancillary services, and the achievement of the B-BBEE Obligations and the exercise and performance of all other rights of the Concessionaire.</p> <p>Is it intended that the gross income of the businesses of each of these sub-contractors would also have to be included in "Gross Revenue" for the purposes of calculating the PPP Fees?</p>	
47.	<p>The term "Residual Value" is defined in the Concession Contract. This definition relates to the value of the Concession Assets in the hands of the new concessionaire, and not the exiting concessionaire. However, the only place this term is used is in the Conditions Precedent, where the new concessionaire must pay the exiting concessionaire's residual value to it. There is no requirement to pay the Residual Value (as defined) at the end of the new concession contract.</p>	<p>For Residual Value relating to the end of the new concession contract refer to the PPP Agreement:</p> <ul style="list-style-type: none"> • Clause 2.1.88 • Clause 7.2 <p>Payment will be made by the Private Party (Incoming Concessionaire) to SANParks and then SANParks will make payment to the Outgoing Party. Adjustments/clarifications to</p>

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ROUND 1		
	It is also not clear to whom the residual value of the existing concessionaire must be paid, and if this is SANParks or the existing concessionaire (refer clause 3.1.2 which requires payment of the existing concessionaire's residual value by the new concessionaire to the exiting concessionaire, whereas clause 7.1 requires it to be paid to SANParks).	clauses in the RFP and the PPP Agreement will be made accordingly.
48.	Annual BBEE audit - Is it SANParks' intention that annually the concessionaires will be required to have two BEE audits: One audit as per Tourism BEE Scorecard; Another audit as per SANParks B-BBEE Project Scorecard	SANParks will only use the SANParks B-BBEE Project Scorecard. Refer to Clause 51.9 External B-BBEE Verification for information on BEE audit/verification.
49.	Skills Development Please clarify what is meant by: "Target for Black People must be split according to the Economically Active Population" Number of people participating in Learnerships, Apprenticeships & Internships	Bidders to refer to Amended B-BBEE Codes of Good Practice (2019) on the DTIC website.

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ROUND 1		
	<p>Black Employees - compliance target is 75% of total employees</p> <p>Black Learners – compliance target is 80% of total employees.</p> <p>Is it intended that throughout the concession period at least 75% of all employees should be participating in Learnerships, Apprenticeships & Internships? This would mean that at any time only 25% of the staff are qualified and that the other 75% of the employees need learnerships, apprenticeships and internships?</p> <p>In respect of the black learners, the equivalent target on the tourism scorecard is 2.5%. Is it intended that the concessionaires have a target of 80%?</p>	<p>Errata is to be made to clarify the targets. See below changes:</p> <p><i>Original Wording</i> - “Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total <u>Employees</u>”</p> <p><i>Revised Wording</i> - “Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total <u>Employees participating in Learnerships, Apprenticeships and Internships.</u>”</p>
50.	How much of the Concession private roads are usable during rain and floods?	Not much of the private road network is usable, reliance is on the KNP roads.
51.	Do the diesel tanks form part of the concession assets?	No. In most instances the Diesel Tanks are supplied by the Diesel Supplier used.
52.	Source of water supply?	Through borehole systems. See the Information Memorandum for each concession for more information.

No.	Bidder Question	SANParks Response
ROUND 1		
53.	Is the Concession Assets list in the RFP?	No, the Concession Assets list is not in the RFP and the bidders are required to rely on their own site due diligence assessment.
54.	What waste management system are used?	<p>The waste management system used is through septic tanks and the reed bed system, details are further set out in the Information Memorandum.</p> <p>Bidders to note that the septic tanks and reed bed system in the Concessions are the originally installed systems and have not been renovated.</p>
55.	<p>Please advise if the PPP fee Lukimbi also decrease as the as the residual value decreased from R58m to R12 m.</p> <p>The Fee is currently set at minimum fixed rental PPP fee of less than R390 000 per month in the first full year of operations and R530 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its PPP fee offer.</p>	<p>Please note Erratum has been published on the SANParks website. The Residual value did not decrease it was an error. The value is R12 million.</p> <p>The PPP Fee Offer and the Residual Value is two distinct items. The Residual Value is part of the Bidder Capital Plan and does not form part of the PPP Fee Offer.</p> <p>The Lwakahle minimum PPP Fee Offer is specified in Clause 15.2.1.1 of the RFP and reads</p>
56.	<p>How many bids can a bidder bid for?</p> <p>The document indicates only 2 out of 6 Concessions in Clause 4.12.2. I accept that SANParks may restrict appointments to a maximum of two, and that makes sense but a bidder should not be limited to how</p>	<p>RFP Bid Clause 2.12.3 intent remains the same but wording Clarified.</p> <p>Original Wording: 4.12.3 SANParks reserves the right to award or select a Preferred Bidder for a maximum of two (2) Bids.</p> <p>Revised Wording: 4.12.3 SANParks reserves the right to award or select <u>the same</u> Preferred Bidder for a</p>

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	<p>many bids he can submit. Can SANPark clarify why a bidder is restricted to only two bids. Clarity is also required as to whether should SANParks release another concession within a particular period (a year or two years). Will this clause apply or only apply to the current bids currently out in the market?</p>	<p>maximum of two (2) Bids out of six (6) Concessions Subject to this Retender.</p> <p>RFP Bid Clause 2.12.2 intent revised:</p> <p>Original Wording</p> <p>4.12. 2 A Bidder may submit a bid response to a maximum of two (2) out of the six (6) Concessions that are subject to the tender.</p> <p>Revised Wording</p> <p>4.12. 2 A Bidder may submit a bid response to a maximum of <u>four (4) out of the four (4)</u> Concessions (Defined as Cluster 1 of the Six KNP Concessions Retender).</p> <p>PLEASE NOTE: this means that a Bidder will be able to bid for all six (6) concessions part of the 6 KNP Retender process but can only be appointed on two (2). To ensure clarity, it means that if a bidder is successful for 2 concessions in Cluster 1, then they cannot bid in Cluster 2; if a bidder is successful for 1 concessions in Cluster 1, then they can submit 1 bid in Cluster 2; if a bidder is unsuccessful for all 4 bids in Cluster 1, they can bid submit 2 bids in Cluster 2.</p> <p>Reason for limiting the number of winning bids:</p> <p>SANParks is committed to the National Treasury PPP Guidelines. Key qualification criteria for any PPP are to ensure creating of opportunities and to ensure appropriate risk transfer. A major consideration for this Retender of Six KNP Concessions (of which cluster 1 is in the market) is ensuring that SANPark's risk is not compromised and thus the requirement of limiting the number of concessions in one entity's management.</p> <p>This issue will apply to the process for the 6 concessions that form part of the total retender process. If a Bidder is already the winner of 2 bids in Cluster 1, it cannot bid in</p>

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		Cluster 2.
57.	Could you please expand or provide more clarity on clause 4.12.6?	Clause 4.12.6 of the RFP restricts one bidder (the entities that will be shareholders) of participating in multiple consortiums for purposes of responding to this opportunity, for example the same entity can not be in two different consortiums bidding for the Jock of the Bushveld concession. Exclusion is in respect of the Lenders or Suppliers.
58.	What is a technical party/partner, referred to in Clause 5.1? Can you provide a written description / specification of a technical/operational partner?	As per Clause 2.1.101 in the PPP Agreement the definition is "The equity holder in the private party which has hospitality operations experience".
59.	Shareholders do not run businesses but directors. What is the rationale for prescribing what shareholder structure a bidder must present? Shareholders of companies should not be prescribed unless such a structure contravenes the law, regulation, or act applicable to the bidding process, e.g., BBBEE requirements.	A procuring entity has a discretion, as part of developing its bid specifications, to prescribe the nature of the technical capabilities of the service provider. From a lessons learnt perspective, SANParks has resolved to require a technical partner/hospitality operator to be part of the shareholding structure to ensure that during the concession term hospitality experience and thus quality service is not compromised. In the case of this tender it is the SPV entity that will enter into a contract with SANParks with the underlying shareholders underpinning the SPV. The Change in Control provisions of the PPP Agreement are based on the National Treasury PPP Standardised Provisions. Bidders are advised to consider same.
60.	Clauses 18.1 and 18.2 refer to residual values that need to be paid. Is	Please refer to the description of the calculation process given as part of the Bidders Conference and uploaded to the SANParks Website.

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ROUND 1		
	<p>SANParks prepared to disclose how they determined the residual value? This does not imply a disagreement with the payment of the residual or amount but a request for transparency.</p> <p>Clarity is required to the residual should be paid. Annexure 8, indicates explicitly that "We hereby irrevocably and unconditionally undertake to pay you, upon your first written demand and without objection or argument...".</p> <p>This contradicts clause 18.2, which allows you to propose the payment plan in the bid document.</p>	Refer to Item 47.
61.	The residual value implies that the movable assets are not part of it. Is this correct, and if so, why did SANParks opt to separate the movable assets from immovable assets?	Bidders should note that the concession opportunity is not a "sale" of the asset. The Residual Value is therefore not a valuation to determine a sales price but a reimbursement of the direct expenditure incurred by the concessionaire in managing the SANParks asset (which is the immovables) on its behalf over the contract period. Movables remain the asset of the concessionaire in undertaking its obligations in respect of the SANParks asset.
62.	It is standard practice for an investor who intends to invest in an	Bidders should note that this was the purpose of the Site Visits as it was referred to as a Bidder Due Diligence Site Visit.

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ROUND 1		
	asset of this size to do his due diligence to satisfy himself or even other shareholders or his funders. Are bidders allowed to do formal due diligence on the assets, and if so, how can this be arranged	
63.	Why should the Legal Representatives be present for a bid opening of the Financial Envelopes according to clause 4.9?	Bidders should note that this is standard procurement requirement for SANParks. Reference to Legal Representatives in this context does not mean a qualified legal practitioner. It can be any duly appointed legal representative.
64.	Clarity on the clauses about the Audited Financial Statements. SANParks want the bidder to assemble an SPV, yet they want three years of Financial Statements. A newly formed SPV will not have any financials as it is newly formed.	The Financial Statements is required in respect of the shareholders of the to be incorporated SPV to demonstrate financial capacity to finance and operate the concessions of this nature.
65.	Clauses 21.1.1.3 and 21.1.1.5 refer to the minimum asset value required from the bidder. The concession for Jakkalbessie indicates the residual value to be at least R58m and Lwakahle to be at least R12m. Yet, the	It is SANPark's discretion to require a minimum asset value in order to demonstrate financial capacity to finance and operate concessions of this nature. The asset value required is not linked to the residual value.

No.	Bidder Question	SANParks Response
ROUND 1		
	<p>minimum asset value required from the bidder to access the two opportunities is exactly the same. Lwakahle Concession is valued at a mere 22% of the value of Jakkalbessie Concession. May SANParks clarify how they arrived at the minimum asset values required from the bidder and why they are the same for all concessions with vastly different values?</p>	
66.	<p>The evaluation criteria for each opportunity seem to be the same. This doesn't make sense, as one asset is valued at R58m and the other at R12m. How can they have the exact requirements or similar evaluation criteria?</p>	<p>The evaluation criteria is based on the minimum requirements to demonstrate capability and is not linked to the residual value.</p>
67.	<p>The document is reflected as a "Draft", when will the original document be available and how will it be distributed and when?</p>	<p>Refer to Item 1.</p>
68.	<p>Why do SANParks require the bidders to waive their rights per clause 22.1.2?</p>	<p>This is a standard procurement clause for SANParks. This waiver is to limit SANPark's risk exposure to be in litigation with a Private Party it is appointing if the Party fails to</p>

No.	Bidder Question	SANParks Response
ROUND 1		
		incorporate within the specified period.
69.	The clarification meetings held at the concession locations were not compulsory except for the concessions in Morekele National Park. What makes the difference between the other concessions to Morekele Concession?	The procurement process for each PPP opportunity is distinct. In the instance of the 6 KNP Concessions forming part of this retender process a decision was taken that it will be the prerogative of the bidders as to whether they require attendance of the Due Diligence Site Visit in order to formulate their bid response.

No	Bidder Question	SANParks Response
Round 2		
1.	<p>We note that whilst the Concession Contract provides for a handover period at the end of the new concession period (see definition of “Form of Handover Agreement”, and the Handover Principles set out in clause 12), but not at the commencement of this new concession contract. We see that the new concessionaire will be given vacant possession of the Concession Area on the Operation Commencement Date (which is 6 Business Days from Financial Close), and that the new concessionaire is granted unfettered access to the concession from the Signature Date of the Concession Agreement, which is of course quite some time prior to</p>	<p>Bidders to refer to clause 3.6 of the Handover Agreement.</p> <p>Explanation of how the process is structured:</p> <p><u>Handover in terms of the current/expired Concession Contract</u></p> <ol style="list-style-type: none"> 1. The Handover Agreement (Addendum to the attached to the RFP is prepared pursuant to clause 3.9 of the current/expired Concession Contract and this process is not regulated by the new PPP Agreement. 2. The current concessionaires (as part of the handover process contemplated in the current/expired concession contract) must handover the Concession Area to SANParks (and new/incoming concessionaire/operator). 3. The execution of the Handover Agreement and commencement of the Handover Process (should the current concessionaires not be successful) will be triggered on achievement of Financial Close in terms of the new PPP Agreement. (See process set out in clause 3 (particularly 3.6 & 3.7) of the Handover Agreement attached as an annexure to the RFP).

No	Bidder Question	SANParks Response
Round 2		
	Financial Close, and whilst the current concessionaire is still lawfully in possession of the concession	<p><u>Handover in terms of the New PPP Agreement</u></p> <ol style="list-style-type: none"> 1. The Handover Process contemplated and Handover Principles set out in the new PPP Agreement will regulate the handover process at the expiry of the PPP Agreement or such date of early termination of the PPP Agreement. 2. The Agreed Form of Handover Agreement attached as a Schedule to the PPP Agreement set out the terms (as may be further negotiated) that will regulate the handover process and will be executed (signed) in the event of termination/expiry of the new PPP Agreement. It will be concluded between the new Private Party, the 'replacement' Private Party and SANParks. The current concessionaire will not be party to/required to sign this Handover Agreement as they will not be parties to the new PPP Agreement (in the event they are not successful bidders.)
2.	Clause 6.1.2. talks about an agreement with a local community trust partner or a land claimant? What does this mean? If a bidder is born in the	The bidder or participant being born in the area alone does not suffice. The participant needs to be a local community trust (the radius specification applies), or be resident within the local the community (dependent on the requirements of the B-BBEE scorecard) or be a.

No	Bidder Question	SANParks Response
Round 2		
	area, will this clause still apply to him/her?	Bidders are advised that SANParks will only consider commitments to include local community trusts and not land claimants.
3.	<p>The PPP Fee makes up a significant percentage of the procurement total and yet SANParks is currently non-compliant. For as long as this continues, SANParks will be the reason a concessionaire may not achieve the compliance target.</p> <p>Surely unless SANParks themselves reach Level 1 or Level 2, they should be excluded from the procurement calculation or other relief should be provided from the required compliance target in the project scorecard?</p>	SANParks confirms it is currently not compliant. Bidders should proceed with their scorecard on the basis that SANParks will be compliant. Bidders should check the Website for an updated BEE compliance certificate which should be loaded by 3 November 2024.

No	Bidder Question	SANParks Response
Round 2		
4.	<p>RFP P21. 14.5.3. Clarification on scoring of 10 points for B-BBEE based on following clause: “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”).</p>	<p>See Errata 2 on the SANParks website for clarification of the scoring for the 10 points.</p>

No	Bidder Question	SANParks Response
Round 2		
	Will score out of 10 be proportional to overall score out of 111 on the scorecard in annexure 3?	
5.	RFP 15.3.3. Please can you define/confirm what the age definition of 'youth' is?	"Youth" means persons between the ages of 14 and 35 as defined in the National Youth Development Agency Act No 54 of 2008
6.	<p>22.1.1 (Annexure 1b)</p> <p>Clarification on formal establishment of SPV based on following clauses:</p> <p>"The bidder must form a SPV. However, this clause indicates that it must be formed for the purposes of</p>	<p>The conclusion of the PPP Agreement by SANParks will be with an incorporated entity, whose operations must be ring fenced only for execution Project Deliverables.</p> <p>Where the Bidders have not established the SPV for purposes of RFP bid submission, bidders are required to submit the proposed Private Party SPV shareholding structure and undertake to incorporate on selection as preferred bidder and successful conclusion of the PPP Agreement.</p>

No	Bidder Question	SANParks Response
Round 2		
	<p>the bid submission and must stipulate incorporation information. “</p> <p>5.10 (in RFP) This clause states that ‘where the 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.’</p>	

No	Bidder Question	SANParks Response
Round 2		
	Should the bidder stipulate or indicate its intent to form an SPV at bid submission stage and supply all the incorporation information of the individual parties who will comprise the SPV, on successful award of the tender / preferred bidder stage?	
7.	<p>RFP Annexure 3 B-BBEE socio economic transformation Objectives</p> <p>Refer to the:</p> <p>Number of Black employees participating in Learnerships Apprenticeships and internships paid for by the measured entity as a percentage of total Employees (targets for Black People must be split according to the Economically Active</p>	<p>With respect to the questions raised regarding the targets for Social Development not being achievable, corrections will be made to rectify the Measurement Principles which render it not achievable. See below changes:</p> <p><i>Original Wording</i> - “Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total <u>Employees</u>”</p> <p><i>Revised Wording</i> - “Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total <u>Employees participating in Learnerships, Apprenticeships and Internships.</u>”</p>

No	Bidder Question	SANParks Response
Round 2		
	<p>Population). The target is 75% for 3.5 points.</p> <p>Then</p> <p>Number of Black 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. The target is 80% for 1.5 points.</p> <p>Please explain how this is achieved? What does this mean? How are these different?</p>	<p><i>Original Wording</i> - "Number of Black Learners participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total <u>Employees</u>."</p> <p><i>Revised Wording</i> - "Number of Black Learners participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total <u>Learners participating in Learnerships, Apprenticeships and Internships</u>."</p> <p>With respect to achievement of Economically Active Population, bidders must consider the 2019 B-BBEE Amended Codes of Good Practice.</p>

No	Bidder Question	SANParks Response
Round 2		
8.	<p>RFP Functionality Schedule clause 23.2, 1.2.2</p> <p>1.2 Bidding entity's Financial & Capital Plan 'Confirmation of funding within 150 days from the date on which the email with this letter notifying you of such was sent by SANParks.' What does this mean? What letter and what email are being referred to here?</p>	<p>SANParks requires confirmation that funding is in place from an accepted financial entity. Please note that the funding should be available for at least 150 days after bidding closure.</p>
9.	<p>When can we expect to get the copies of the PPP ops manual?</p>	<p>The updated Operations Manual to be distributed in 2025, will contain the principles of the new PPP Agreement with the relevant guidelines applicable. This document is to guide operations, indicating communication channels etc. It is not required for submitting a bid. Please use the information as contained in the Information Memorandum, RFP and PPP Agreement for purposes of preparing the Bids.</p> <p>Current Operations Manual to be loaded on the website.</p>

No	Bidder Question	SANParks Response
Round 2		
10.	Can we please get the latest SDP plans for each concession, including rooms, public areas, Back of House as well as site maps?	<p>Please request these directly from Jabulile Galane</p> <p>“Footprint” in the RoD or EIA is not a set area specified but rather written descriptions of what is included per each site. The description in the Information Memorandum of each concession is what is allowed and what has changed is the “footprint”. From a guest or staff camp site perspective what is currently on the sites as viewed at the Bidder Due Diligence site visit is within the described footprint. Please note that all of the physical facilities are always contingent to the Water License specifications which is provided in the Information Memorandum for each concession.</p>
11.	When on a site visit, current operators shared that they had plans developed for the various activities that was needed, can this be shared with us?	Please request these directly from Jabulile Galane
12.	A big emphasis on these PPP submissions is the environmental and	The water license process, water use restrictions and environmental output specification are included in the Information Memorandum under Annexure A

No	Bidder Question	SANParks Response
Round 2		
	water requirements for each concession, can we have a clear indication of what these requirements are?	(Technical Specification) and Annexure B (Environmental Guidelines) respectively for the specific requirements in this regard.
13.	<p>Section 197</p> <p>What are the current employee contract terms and conditions?</p> <p>Can we get a copy of each concessions conditions employee benefits?</p> <p>Can we get written confirmation of each concessions staff head counts, permanent, fixed term, contract and casual employees?</p>	<p>SANParks will only provide details of staff count, nature of contracts, and nature/category of services provided by each category of employees within a concession, be sharing, and sum amount of employee overheads.</p> <p>The terms of the contract will only be shared with a preferred bidder. At this stage only the total staff headcount and the cost to company is provided. Please refer to the notice on the Website on how to obtain this information from Jabulile Galane.</p>

No	Bidder Question	SANParks Response
Round 2		
	Please can you confirm that these head counts are purely operational onsite teams and not head office or other support staff structures who are not to be included in this onboarding?	
14.	Tinga refers to the building of a retaining wall and a confluence of 2 rivers, however they only have the Sabie river running past it, is this an error and a copy of what is required at Jock?	<p>The Sabie River does run past the Tinga lodge and the note on the retaining wall requirement was in reference to Jock of the Bushveld Lodge.</p> <p>Note all bidders are as per the round 1 question questions 31, 62, 69 responses. Bidders are to conduct their own assessment / due diligence for each site when preparing their bid responses. This was also the purpose of the Bidders Site visits undertaken for each of the four concessions.</p>
15.	There is reference to the energy performance models for each concession, please can you share this model with us?	The output specification in respect to energy efficiency best practices and energy management is included in the information memorandum. The current concessionaire's energy performance models will not be shared with Bidders. Bidders are requested to refer to the technical specifications in the Information Memorandum

No	Bidder Question	SANParks Response
Round 2		
		in conjunction with information gathered during the Bidder Due Diligence Site Visit that was held at each of the four concessions
16.	If possible could you share the visitor numbers per gate, as well as the occupancies in each of the camps overnight instead of the accumulative volume for the whole park?	Please refer to the SANParks Statistics to be uploaded to the Website.
17.	Please can you identify in each concession what makes up the residual values for each property, i.e. buildings, plant and machinery, infrastructure....	As indicated in the explanation of the Residual Value at the Bidders Conference, Residual Value is a financial calculation based on the audited AFS of the Concession SPVs. In most cases buildings and roads and all aspects allowed for Residual Value calculation is a single line item. The breakdown by type of asset is not included.
18.	How do you propose comparing the variable PPE Fees as it will be both a factor of the percentage and the actual Gross Revenue achieved?	Please refer to the Errata relating to PPP Fee offer on the Website and Item 43 of Round 1.

No	Bidder Question	SANParks Response
Round 2		
	<p>How would you factor in the fact that turnover is dependent on the success of the operating entity? How would you account for the lack of a hand over period and the ability of the existing concessionaire to deliver immediate returns due to the absence of a hand over period? Would there be some form of net present value where earlier returns are valued over later ones?</p>	
19.	<p>Land Claimants mentioned in RFP 6.1.2 . Can you supply details of the relevant ones</p>	<p>The RFP merely requires confirmation / undertaking for willingness for inclusion of local community trusts only. See item 13 above.</p>
20.	<p>We need to understand the restrictions in terms of upgrades and what would be allowed. Section 2.2.4</p>	<p>Under the current tender conditions, there is an imposed restriction imposed by the EIA limiting the increase of the lodge footprint currently approved. However as communicated to bidders under round 1 question 24, A successful bidder may embark</p>

No	Bidder Question	SANParks Response
Round 2		
	seems to indicate we would not be allowed to change the footprint of buildings. We however feel that it would be strategically and financially beneficial to alter the footprint of certain buildings. The lodge is now 23 years old and the market has changed.	on that process (New EIA from proposed improvements) post this RFP process. All improvements/developments are subject to SANParks' approval.
21.	4) There is also talk of enhancing staff accommodation which we would like to do, within what parameters would this be allowed?	These parameters are included under the Information Memorandum technical specification for each of the four concessions.
22.	5) 8.11.3 The Private Party shall provide staff accommodation for its employees. We assume this refers to staff who are on site over night as	Yes, as per the information memorandum, there is a restriction on the maximum number of staff and guests permitted for overnight stay.

No	Bidder Question	SANParks Response
Round 2		
	many come from local villages where they already have accommodation.	
23.	6) 13.6.1 The Private Party shall be liable to reimburse SANParks for all the Assessment Rates, if any, that SANParks may pay to the Responsible Authority, payable from time to time after the Signature Date in respect of the Concession Area. Please share details of these Rates.	Yes, should the Municipalities decide to levy SANParks for the commercial activities in the KNP, the concessionaires will be responsible for payment of the Municipal rates and taxes.
24.	7) 8.11.12 SANParks shall take such reasonable measures possible to ensure that the Concession Area is free from trespassers, including poachers and visitors to the Park who are not Private Party Parties. The security of the Concession Area	As per SANParks rules and policy, the security of the Concession Area shall be the responsibility of the Private Party.

No	Bidder Question	SANParks Response
Round 2		
	however shall be the responsibility of the Private Party. We assume this is limited to the camp. We can not be patrolling outside of the camp.	
25.	8) 49.7.1 SANParks has an active loyalty program called the Wild Card. SANParks would like to encourage all commercial operators in National Parks to engage with the SANParks loyalty team and conclude sustainable benefits to customers. Please provide details on how this could be utilised by Concessionaires. What are the benefits?	The Wild Card is beneficial to the guests who pay conservation fees on a daily basis, especially for guests staying for a couple of nights. Please refer to the Wild Card loyalty Programme on the SANParks Website for further information.

No	Bidder Question	SANParks Response
Round 2		
26.	9) What is a : “required medical Concession Area”? referred to in 49.10.1.	<p>Clause shall read as:</p> <p><i>The Private Party is responsible for the transport of their staff to the respective lodges within the Concession Area. In the event that SANParks’ transport can be utilised, the related cost of transport will be for the Private Party’s account.</i></p>
27.	10) 49.11.1 A model where all non-essential staff resides outside the park remains desirable. As we operate significantly outside of standard park hours, who would you consider non-essential?	<p>Identification of the roles of Essential or non-essential staff need to be determined by the concessionaire themselves however, for Bidding purposes Essential staff is defined as staff that will not be able to perform their duty optimally if they do not stay in the concession overnight and that have a direct impact on the minimum operation of said business and facilities.</p>
28.	11) 49.14 To provide for a forum where the parties can resolve disputes and agree operational issues, it is encouraged that the Private Party and Local Communities agrees on a monthly meeting that will	<p>The intention is to encourage a relationship of trust between the Private Party and Local Communities and amicable resolution of disputes between Private Parties and Local Communities</p> <p>Details of the structure/forum will be discussed and agreed with the Preferred Bidder during PPP Agreement negotiations</p>

No	Bidder Question	SANParks Response
Round 2		
	be attended by both parties. Who are the relevant communities. How are they represented and how are these representatives appointed? Doesn't this frequency seem high?	
29.	12) 49.15.2 The Private Party is obliged to adhere to SANParks' Procedure Manual as amended from time to time. Please supply this.	<p>Please refer to the Round 1 question 5 response.</p> <p>There is no updated KNP Operating Manual available at the moment, SANParks will upload on the SANParks Website the latest version of the KNP Operating Manual.</p>
30.	13) 49.23.1.1 The lodge must abide by the latest approved requirement WATER USE PROTOCOL FOR KNP CONCESSIONS and the DEPARTMENT OF WATER AND SANITATION - NATIONAL NORMS AND STANDARDS FOR DOMESTIC	<p>The Water use protocol is included in the Information memorandum for each Concessionaire.</p> <p>These plans can also be found in the KNP management plans see link below: https://www.sanparks.org/conservation/management-plans/overview</p>

No	Bidder Question	SANParks Response
Round 2		
	WATER AND SANITATION SERVICES. Please supply this.	<p>Past link below in URL</p> <p>www.sanparks.org/wp-content/uploads/2021/06/knp-approved-plan.pdf</p>
31.	14) 49.26.1.1 Water use reduction target of 35% must be achieved with the inclusion of various water saving initiatives to be installed by the concessionaire. We already have water saving initiatives in place. What is this 35% with reference to?	The concessionaire is limited to the water usage restrictions as stipulated by the KNP Concession Operations Manual and Park Management Plan and to ensure the obligation of the water use license is maintained. Operators are encouraged to increase the use of water use reduction initiatives and as a guide, a value of 35% is desirable.
32.	<p>B-BBEE Ownership</p> <p>Will ownership be measured exactly according to the rules and regulations of the B-BBEE codes?</p>	Yes, and in line with the BEE Project Scorecard

No	Bidder Question	SANParks Response
Round 2		
33.	<p>B-BBEE Skills Development</p> <p>Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total Employees - 75% of employee headcount is significantly excessive, Tourism codes have a target of 3.5%</p> <p>Number of Black Learners participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of number of total Employees - Target of 80% of employees is significantly excessive, Tourism codes have a target of 3%</p>	See item 7 above.

No	Bidder Question	SANParks Response
Round 2		
34.	<p>B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement Recognition Levels 1 and 2 as a percentage of Total Measured Procurement Spend</p> <p>Excluding all other levels from this measurement severely limits scores that can be achieved. Lower levels provide lower recognition, thus Level 1 and 2 are still prioritized if standard procurement measurement is done</p> <p>QSE and EME measurements including 50% Black Women and youth targets severely limits the measurement that can be achieved here, especially since this is also measured in a separate line item.</p>	<p>SANParks seeks to prioritize procurement spend on BEE compliant entities who are level 1 and 2, including Black Women owned BEE compliant entities. SANParks is requiring concessionaires to make a concerted effort to achieve this transformation.</p>

No	Bidder Question	SANParks Response
Round 2		
	<p>There are not enough businesses in the industry that allow for good scoring with this pre-requisite</p> <p>Significant portions of the expenditure will be SANPARKS, whose BEE status is unknown. Will this be excluded from measurement as per the BEE codes?</p>	<p>Refer Item 3 of Round 2.</p>
35.	<p>B-BBEE - Enterprise and Supplier Development</p> <p>Minimum number of programmes not specified</p> <p>Supplier and Enterprise development to local community entities It is not</p>	<p>The B-BBEE Project Scorecard provides that a minimum of 4 per 10-year period. See Annexure 3 of the RFP.</p>

No	Bidder Question	SANParks Response
Round 2		
	defined that "local community entities" are specifically >51% Black owned EME/QSE entities, was this intentional?	'local community entities' shall be interpreted to mean EME & QSE entities within the 'Local Communities' as defined in Schedule 5 (BEE Obligations) of the PPP Agreement.
36.	<p>B-BBEE Overall</p> <p>Is the level requirement based on the B-BBEE codes of good practice measurement, or the scorecard given in the RFP?</p> <p>Is there a score requirement on the RFP scorecard for the third year?</p>	<p>At RFP submission, it is based on the BEE Codes of Good Practice. When the project commences, it will be based on the BEE Project Scorecard provided in the RFP.</p> <p>Bidders have to assume they cannot target lower than Year 1, but the score requirement for year 3 is what is required to reach a Level 2 based on what the Bidder has specified in Year 1.</p> <p>It is at the prerogative of bidders which tools they use to ensure that they meet the Targets set out in the BEE Project Scorecard provided in the RFP</p>

No	Bidder Question	SANParks Response
Round 2		
	Can Youth Employment Services be utilized as part of the RFP scorecard?	
37.	Difference between contract and RFP regarding health audits. In RFP 2.2.7 a) requires 4 audits per year, in 14.1.4.6 in PPE Agreement it requires bi-annual. In 49.27.5.1 It is quarterly	Hygiene audits shall be done quarterly as it is detailed in the RFP and Information memorandum for each concession.
38.	Section 49.5.1 is very specific to the train. We can not interpret them in the context of the concession we are looking at	Reference to the dining options to the train shall be omitted for all Concessions that form part of this procurement process.
39.	What does this mean:49.5.6 The Private Party is obliged to provide universal access at the Concession Area and Concession Area.?	This is in reference to the standards stipulated by the Tourism Grading Council of South Africa. (UA Standards) 'Responsible Tourism Programme'

No	Bidder Question	SANParks Response
Round 2		
		<p>Universal access standards: Ensure that persons with disabilities have equal rights of access to all tourism infrastructure, products and services, including employment opportunities and benefits that the park can provide.</p>
40.	<p>49.25.6 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. Is this a hang over from the train as it would not be applicable to this concession.</p>	<p>As per the Information Memorandum prepared for each concession: <u>Heat Island effect on roof and non-roof systems</u></p> <p><i>These are not specific to a train</i></p> <p>However kindly see comments below to the points in brackets:</p> <ul style="list-style-type: none"> - Roof areas not covered by PV will be coated with SRI coatings or to use ex. factory coating that has an SRI > 78. (Relevant to Car ports areas) <p>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 (Relevant)</p>
41.	<p>BID BOND</p> <p>In past concession bids the bid bond was replaced by a performance bond.</p>	<p>See paragraph 18.8 of the RFP:</p>

No	Bidder Question	SANParks Response
Round 2		
	<p>The current wording suggests a bid bond which must be valid for the entire period of the concession. As there is no suggested/ start date the bank is unable to issue an open ended agreement. We therefore request clarity and a PROPOSED date of ending which can be adjusted based on conclusion of the contract.</p>	<p><i>“18.8 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 (VAT excl.) and will be increased annually on 1 April with CPI. “</i></p>
42.	<p>As a re-bidder, a great deal of what we provide under 2.1 Bidding Entity’s Existing Business, is the same as what is requested under 2.2 Future Operational Vision and Plan for the Concession. If we refer back as opposed to repeating will this in any</p>	<p>Please complete each section in full as per the specification requested. Please note that evaluators will not go look for information, they assess and score as per the information provided in the Section.</p>

No	Bidder Question	SANParks Response
Round 2		
	way impact how we are scored under 2.2.5.	
43.	1.2.1 Please can the meaning of this requirement be clarified: "Confirmation of funding within 150 days from the date on which the email with this letter notifying you of such was send by SANParks". It is not clear what the email and letter referred to are.	Refer to Item 8
44.	The scoring guidelines largely indicate 100% for Excellent/Extensive, 75% for Good, 50% for reasonable, 25% for limited and 0% for poor. Can we have confirmation that evaluators will have, and apply discretion to award	Correct the scoring breakdown is as indicated a guideline for Bidder guiding. Scoring will be nuanced.

No	Bidder Question	SANParks Response																								
Round 2																										
	nuanced score, say between 75% and 100%																									
45.	We note that the scoring under 2.2.11, Systems and Procedures Plan, does not add up to the total score show of 2,5%. It adds up to 4,5%. If it is changed to 4.5% then the two columns, score and subtotal weighting, are in balance for the total of the 2.2 Future Operational Vision and Plan for the Concession.	<p>Correct there is an error in the scoring. SANParks believes IT and Digital Systems are important for the future of Concessions.</p> <p>The correct scoring is as follows:</p> <table border="1" data-bbox="824 783 1406 938"> <tbody> <tr> <td>2.2.10 Systems and Procedures Plans</td> <td></td> <td></td> <td></td> <td></td> <td>5.5</td> </tr> <tr> <td>a) Information Technology and Digital Innovation Systems and Policies Plan.</td> <td></td> <td></td> <td></td> <td></td> <td>2.5</td> </tr> <tr> <td>b) Procurement policy plan.</td> <td></td> <td></td> <td></td> <td></td> <td>1.5</td> </tr> <tr> <td>c) Banking and payment procedures and policies plan</td> <td></td> <td></td> <td></td> <td></td> <td>1.5</td> </tr> </tbody> </table> <p>Please refer to Website for Errata.</p>	2.2.10 Systems and Procedures Plans					5.5	a) Information Technology and Digital Innovation Systems and Policies Plan.					2.5	b) Procurement policy plan.					1.5	c) Banking and payment procedures and policies plan					1.5
2.2.10 Systems and Procedures Plans					5.5																					
a) Information Technology and Digital Innovation Systems and Policies Plan.					2.5																					
b) Procurement policy plan.					1.5																					
c) Banking and payment procedures and policies plan					1.5																					
46.	We also note, however, that the total scoring and total for subtotal Score under 2.2 Future Operational Vision and Plan for the Concession, when adjusted for note 4 above, total 59%	Once adjusted as per correct in Item 45 Round 2, to total score is 60.																								

No	Bidder Question	SANParks Response
Round 2		
	or points for each, instead of 60% or points.	
47.	In 3.7.1, the requirement is for an “undertaking”, but this scoring is Excellent to Poor whereas everywhere else where an undertaking is required the scoring is Provided 100%, not provided 0%. What is actually required here, or what will the scoring be?	The word “undertakes” shall be ignored. The Bidder shall provide a Water Management Plan and Policies for the scoring scale as specified.
48.	In Clause 15.3.3, is there perhaps and error in the wording. As it stands it says that SANParks reserves the right to appoint a bidder who presents certain benefits, even if they score highest. It therefore becomes irrelevant as the bid would normally	See correction in Errata to be uploaded on the SANParks website. Correction to be made: <i>Current Wording:</i> In an effort for SANParks to ensure meaningful participation of Black Women, Youth and Local Communities to the commercial activities and opportunities in the Kruger National Park, SANParks reserve a right to appoint a bidder who has made commitments that fully comply with the Specific Goals for Black Women, Youth

No	Bidder Question	SANParks Response
Round 2		
	be awarded to the highest scoring party, and so the right does not need to be reserved. Can this clause please be clarified.	and Local Communities as set out in Annexure 3 (B-BBEE Obligations), even if such bidder <u>scored highest points</u> in term of price and preference. Revised wording: In an effort for SANParks to ensure meaningful participation of Black Women, Youth and Local Communities to the commercial activities and opportunities in the Kruger National Park, SANParks 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 <u>did not score the</u> highest points in term of price and preference.
49	Must the local community trust be registered	Yes. But no interaction is to be undertaken with any Community Trusts at Bidder stage on at Preferred Bidder Stage. At Bidding stage SANParks requires only an undertaking.
50.	Where a bidder has large volumes of attachments (e.g Policies and Manuals), must they print such policies for purposes of RFP bid submission?	Yes
51.	Are the concessionaires liable for municipal rates and taxes?	Yes, should the Municipalities decide to levy SANParks for the commercial activities in the KNP, the concessionaires will be responsible for payment of the Municipal rates and taxes.
52.	The RFP makes reference to forfeiture of the Bid Bond?	Forfeiture of the Bid Bond will be on grounds set out in the RFP.

No	Bidder Question	SANParks Response
Round 2		
53.	Who must provide for the Bid Bond if the Private Party SPV is not incorporated and consists of different shareholders?	Any Shareholder within the Private Party.
54.	<p>7.2 Tourism Experience 7.2.1.2. Previous experience with lodge operations in protected areas;</p> <p>Please can you advise if a lodge which borders on the Kruger National Park - and has it's border as half way into the Crocodile River - is considered as a lodge in a protected area?</p> <p>Also advise if our portfolio includes multiple properties along the Kruger boundary, with certain title deeds extending within park limits, thereby</p>	Yes, all the examples provided would be acceptable.

No	Bidder Question	SANParks Response
Round 2		
	<p>necessitating full compliance with the Protected Areas Act.</p> <p>In addition, we have a property within Elephant Point Estate. While Elephant Point is not designated as a protected area, the estate upholds a comprehensive environmental management plan and works closely with SANParks and the Mpumalanga Tourism and Parks Agency (MTPA). Given the movement of key wildlife species—lions, leopards, elephants, and buffalo—from Kruger into Elephant Point, the estate manages environmental concerns in coordination with these agencies. If Kruger's animals are in and out of this estate, I'm sure this will fall under some sort of a protected area?</p>	

No	Bidder Question	SANParks Response
Round 2		
55.	Please indicate for the local community trust whether is it supposed to be legally registered and if we are bidding for 2 (two) concessions do we need to register 2 (two) trusts or can we use the same trust to bid for the 2 (two) opportunities?	Bidders cannot register any trusts at this point. You can register a trust once you are the preferred entity or winning bidder. Subsequently, to register for 2 (two) trusts depends on the location with the 100 (hundred) kilometer radius applied for the benefit of the people who are situated at the vicinity of the concessions. If it's the same area bidders are welcome to use the same trust in the opportunities.
56.	The 100 (hundred) kilometer radius will always cause problems when you benefit communities that are within 80 (eighty) kilometers instead of the community situated with the 5 (five) kilometer radius margin.	As each concession will have a different community inclusion based on its location, the 100 km radius is used by SANParks.
57.	Will there be a benefit for scoring 95% on the Functionality Score as opposed to the minimum requirement of 80?	All bidders achieving the minimum requirement of 80% for functionality will move forward for the price scoring.
58.	The residual value gets paid to the existing concessionaires is that correct?	Yes
59.	How will the process of the staff take-over be conducted? Is it based on all conditions or only basic conditions.	Section 197 of the LRA requires that you take over all the staff based on the current contract for all the basic conditions of employment.

No	Bidder Question	SANParks Response
Round 2		
60.	In respect of the existing concessionaires do they not need trusts or community relationships with various trusts. Could the incoming party not take over that for continuity?	By default, the incoming Private Party will have to forge relationships with Local Communities. However please note again that for Bidding purposes only an undertaking of shareholding or benefits for community trust is required. No interaction is allowed until preferred bidder stage.
61.	When is it expected to open the Financial Envelope and when are we expected to be invited to attend?	SANParks will advise when it commences the evaluation process (after 6 January 2024) when it anticipates opening of financial envelopes. It is not possible at this stage to provide an exact date and timing.
62.	Please clarify your expectation in terms of the following: RFP Annexures relating to OSV, and the separate additional documents provided labelled 4, 4a, 4b and 4c? Do you want us to acknowledge receipt, confirm our understanding, or create a response to these documents?	The OSV Annexures are part of the PPP Agreement and are additional policies attached to Schedule 7 Environmental Specifications which a Preferred Bidder will sign off as part of its agreement. At Bidding Stage, Bidders are to take note of and incorporate these OSV specifications in its Environmental Plans.
63.	RFP pg 28 includes the following clauses where wording contradicts numbers given. Please confirm the correct number of financial statements, and annual reports, required. "21.1.1.1 audited financial statements	Check Errata to be loaded on the website.

No	Bidder Question	SANParks Response
Round 2		
	corresponding to the last two (3) years; 21.1.1.2 annual reports for the last two (3) years;" ,	
64.	<p>We notice the following under Social Development: "Mandatory CSI contribution to SANParks NPAT",</p> <p>CODE SERIES 500: MEASUREMENT OF THE SOCIO ECONOMIC DEVELOPMNET ELEMENTSOF BROAD-BASED BLACK ECONOMIC EMPOWERMENT. Section 3.2.2</p> <p>The full value of Socio-Economic Development Contributions made directly to beneficiaries is recognisable if at least 75% of the value directly benefits black people.</p> <p>Will SANParks be able to provide evidence that this contribution complies</p>	SANParks is not BEE Compliant and will receive a new BEE Certificate indicating such latest 3 November 2024

No	Bidder Question	SANParks Response
Round 2		
	with the above and therefore enables us to claim the contribution?	
65.	Please confirm the correct minimum fee specifications for Lwakahle in respect of Clause 25.1.3. of the RFP.	<p>Please note Clause 25.1.3 current reads as follows:</p> <p>25.1.3 Please note: SANParks will not consider a minimum fixed rental PPP fee of less than R390 000 per month in the first full year of operations and R530 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its PPP fee offer.</p> <p>The correct wording is as follows:</p> <p>25.1.3 Please note: SANParks will not consider a minimum fixed rental PPP fee of less than R230 000 per month in the first full year of operations and R390 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its PPP fee offer.</p>
66.	Will an extension be provided for the submission date of 6 January 2025	Please note that no further extensions will be provided on the schedule.

No	Bidder Question	SANParks Response
Round 3		
1.	Please provide as-built plans of the various structures on the concessions, without these the proposed capital expenditure, would at best be a guess. To provide comprehensive detailed plans as outlined in section 2.2.1 of the RFP the bidders need to have access to the files to effectively provide the future plan to the detail requested in the RFP.	Please refer to Item 11 Round 2. Request these plans from Jabulile Galane by email.
2.	In terms of the PPP agreement: the bidder can mark up the agreement with all their comments and sign accordingly and that version will be submitted as part of the bid, kindly confirm that this is accurately understood?	Please note the note on the cover of the PPP Agreement “[THIS PPP AGREEMENT IS FOR REVIEW ONLY AND IS NOT SUBJECT TO MARK-UP BY BIDDERS]”. The bidder is not required to mark up the PPP Agreement.
3.	Where a number of entities form an SPV as the bidding entity (unincorporated JV) do they have to submit a heads of agreement detailing the SPV and its purpose? The understanding is then that if successful, they will need to formally	Correct. Bidders at Bid Submission must submit a proposed SPV Structure, draft terms of the Shareholders Agreement and draft MOI which must inform the incorporation of the SPV once they are appointed as preferred bidder.

No	Bidder Question	SANParks Response
Round 3		
	register the SPV?	
4.	Per Clause 15.3.2.6 states B-BBEE scorecard is 100 points and bidder must score 65%, however as per the B-BEEE scorecard per annexure 3 the total is 111 points so does that mean that the minimum level is 72.15?	This is a drafting legacy issue. BEE Scorecard is not part of the Functionality Evaluation Criteria. The amendment deleting the clause will be made in the Errata to be issued by SANParks.
5.	are we allowed to bid for 2 concessions in this lot? And in case of being successful in only 1 - can we bid for another 1 in the next year tender for the remaining 2 concessions? Or if we do not win - are we allowed to bid next year for the remaining 2 concessions?	Refer to Item 56 of Round 1
	Following Questions (6 to 25) refer to RFP clauses:	
6.	4.9. When must the Legal Representatives be appointed and notified to SANParks? Must this be submitted with the Bid	The RFP requirement requires bidders to have a legally authorised representative present at the opening of the Financial Proposals by SANParks to ensure that bidders are duly represented.

No	Bidder Question	SANParks Response
Round 3		
	Proposal submission on 6 January 2025 or prior to that?	
7.	5.4. Are the directorships requested only the ones relating to their roles in the SPV?	The directorship role in the Private Party SPV.
8.	5.7.3. Who must make this certification statement on behalf of the Bidder? Is it the Legal Representatives?	Whoever is authorised on behalf of the SPV to sign off the bidders bid submission for this RFP.
9.	7.1.2. Is this necessary if your existing SPV can demonstrate this already in it's own right? Note that this is because we have an employee share NPC and community trust as shareholders, who would not ordinarily hold significant assets.	All bidder will be evaluated based on the information provided in the bid submission. SANParks cannot rely on any information other than what is contained in the bidders bid submission for purposes of evaluation
10.	11.3.7. Is this referring only to the shareholding entities?	The Bidder as described in the bid submission, if individual entity a tax clearance certificate of the entity, and if the bidder is a consortium / JV, the tax clearance certificate of the respective members of the JV / Consortium (shareholders).
11.	11.3.8. 16.1	The RFP requirement only requires the Bidders to initial the PPP Agreement. The purpose of this requirement is to ensure that the Bidders acknowledge having sight and reviewed (without mark-up) the

No	Bidder Question	SANParks Response
Round 3		
	<p>This says to submit signed PPP agreement with Bid Proposal. However 16.1 says two weeks after being notified that you are the preferred bidder the PPP agreement can be clarified and the final PPP agreement should be signed three weeks from receipt. Therefore the draft PPP agreement cannot be signed, but bidders can commit to sign the final PPP as part of their bid submission.</p>	<p>terms of the PPP Agreement.</p> <p>The final terms of the PPP Agreement will be subject to review, negotiated and signed with the preferred bidders.</p>
12.	<p>11.3.9. Banks are prescriptive as to the wording they require for guarantees, and this wording differs from Addendum 7. Please see Standard Bank wording attached in our email for SANParks to confirm this is acceptable.</p>	<p>Bidder required to utilise form in Annexure 7.</p>
13.	<p>21.2.2. Is there a particular format or wording for the "willing and able" statement required by SANParks</p>	<p>There is no specific format, as part of the bidders proposal for technical and financial capability, bidders must demonstrate tourism track record.</p>

No	Bidder Question	SANParks Response
Round 3		
14.	2.1.2 b&c What is the interpretation of past? How far back in years does this go? How detailed must it be if a current concessionaire has been through mergers/acquisitions/disposals into different groups in the past?	Bidders are required to look at the scoring column for indication of past in Annexure 2 (Functionality Component Requirement, weighting and Scoring Schedule & Risk Schedule) of the RFP, page 31 of 70
15.	2.1.3 b What constitutes proof for purposes of knowledge of tourism facilities and services relevant to the Concession's business?	This will include information on either the entities or key persons that will be involved showing knowledge in all areas of operation required. This would relate to either qualifications or expert at industry events or any other proof that shows the Bidder's experience in the trade that are reflective of the Concession's business.
16.	2.1.6. (a) What is the purpose of the requirement to disclose the past structures? How is this relevant to the proposed way forward? If required, how far back in years should this go?	To demonstrate technical capability.
17.	2.1.6. (a) Showing structures for similar facilities	To demonstrate technical capabilities of the bidder.

No	Bidder Question	SANParks Response
Round 3		
	means potentially disclosing confidential information of other unrelated operating entities within a bidder's group. What is the purpose of this?	
18.	2.2.2; 2.1.4.e This is confidential information; extent of marketing plan needed is our intellectual property and affects other properties in the group; by supplying this level of detail, SANParks is getting access to information that relates to other companies.	In respect of 2.2.2 - Please note that the future marketing plan for the concession that is being bid for cannot be viewed as confidential as it is a requirement to assess whether the bidder has a viable marketing approach and sound activities. In respect of 2.1.4e, and similarly for all requirements for 2.1.4 in respect of the current similar business of the Bidder to the Concession, SANParks is not asking for the bidder to provide copies of actual plans and strategies, but rather descriptions of the markets, marketing activities and pricing strategies employed that would be similar to what would need to be employed in the running of the Concession.
19.	2.2.6/2.2.7/3.11.13 Numbering not consistent; refer to 2.2.6 e should be c; 2.2.7 e should be d and 3.11.13 should be 3.11.3. Must bidders follow the incorrect numbering in their proposal or can this be corrected?	This will be corrected in the final document
20.	2.2.9 c Where do we source the SANParks salaries information to be able to perform	The requirement is not for benchmark to SANParks salaries. This pertains to an industry benchmark compared to other similar concessions or game lodge businesses in the vicinity of KNP. There are many suppliers that provide industry benchmarks.

No	Bidder Question	SANParks Response
Round 3		
	the benchmarking specified here?	
21.	<p>2.2.9.c This is potentially confidential information that breaches POPIA as it relates to current concessionaires where certain levels/positions only have one incumbent. Salaries are an agreement between the employee and employer and are confidential. Can SANParks propose an alternative to what information is provided that does not breach any confidentiality but still provides assurance that costs on this line are appropriately calculated. Something similar to information accepted from concessionaires in relation to previous requests, i.e. breakdown of positions each year, numbers of employees in each position, summary in words of employee benefits</p>	<p>The requirement requires the Bidders to submit proposed plans and not personal information of existing staff/employees.</p>

No	Bidder Question	SANParks Response
Round 3		
	<p>provided by the company and total annual cost attached to this each year. Also include a statement saying we comply with BCEA. Any employee manuals and policies submitted with the Bid Proposal will provide all the information required to assess any employment matters related to payroll and other employee benefits.</p>	
22.	<p>3.4.2 Can we do one combined letter/statement document that includes all commitments, acknowledgements and undertakings requested (each referred to separately in the document - 2.2.7a; 3.1.1; 3.3.1; 3.4.1; 3.5.2; 3.5.3; 3.5.4; 3.6.6; 3.6.7; 3.8.1; 3.8.2; 3.8.3; 3.8.4; 3.8.5; 3.9.1; 3.9.2; 3.9.3; 3.10.5; 3.11.1; 3.11.2; 3.11.13) or must it be a separate signed letter / document for each commitment?</p>	<p>It is for the bidder to ensure that it has prepared a bid submission that adequately responds to all RFP requirements. Commitments, acknowledgements and undertakings requested to be made in respect of each RFP requirement separately and in the format requested in the RFP.</p>

No	Bidder Question	SANParks Response
Round 3		
	Who must sign this?	
23.	3.10.1. Please confirm that this is only for the initial projects proposed in the first 2-3 years. Choices available change due to improvements which occur every year; would a statement suffice stating that as the projects approvals are requested, details of planned materials to be used will be submitted for approval at the same time?	Bidders are to provide details of building materials for all planned projects planned as part of the proposal. Any further developments / projects will be evaluated separately on its own merits.
24.	23.3. Should existing concessionaires ignore the Start-up year column and complete the cash flow for 25 years?	No. A bidder needs to conform to requirements whether an existing concessionaire or not or whether bidding from an existing SPV. Please note again that any information provided is ring-fenced for the specific concession and the specific bidding contract period.
25.	Annex 8 If you are an existing concessionaire bidding on your own concession, can this be marked as N/A?	Refer Item 25
26.	Jock of the Bushveld Information Memorandum Clause 5.1.4. Four week closure - is this obligatory if	This is for information purposes based on the current operations, however each new concessionaire will be responsible to manage their overnight staff numbers and guest numbers to not exceed the maximum limits related to water usage.

No	Bidder Question	SANParks Response
Round 3		
	occupancies are projecting to be below the allowed averaging of bed nights for the year?	
27.	<p>With SANParks not being B-BBEE compliant, will SANParks consider excluding their spend from the procurement element of the B-BBEE scorecard as it could potentially affects bidders being able to achieve the minimum scoring required in that category?</p> <p>It could then be included once SANParks are compliant.</p>	Bidders must provide a response in accordance with the RFP B-BBEE Obligations.
28.	<p>In the current interpretation of Gross Revenue on p62/63 of the PPP agreement, there is no exemption for Donations received. Will SANParks consider excluding this from Gross Revenue where the donations are specifically received for community related projects and towards efforts to</p>	The determination of revenue must be based on accepted standard accounting principles.

No	Bidder Question	SANParks Response
Round 3		
	support SANParks in their conservation efforts?	
29.	What is in place to ensure BDO do not use any of information provided by bidders proposals for their own benefit to increase their business after this process.	BDO is bound by the confidentiality provisions in its agreement with SANParks.
30.	EIA's cannot be transferred; how will this affect new SPV's as this will delay the refurbishments required.	Current EIA's are transferable existing concessionaires to the new concessionaires. The mechanism of this transfer is available and therefore should not cause any undue delays.
31.	When are bidders signing NDA's?	There is no requirement in the RFP for bidders to sign an NDA.
32.	Use of existing SPV going forward - will SANParks reconsider the need to form a new SPV if current financials prove that no other business is run through the existing SPV, and if the existing concessionaire is the successful bidder?	Bidders may bid using an existing entity, however, on successful negotiation of PPP Agreement, bidders will be required to incorporate a new SPV which will conclude the PPP Agreement with SANParks.
33.	Where do we physically submit on 6 January 2025? What if the submission does not fit into the Tender mail box?	In the tender box at the location identified in the RFP document. A SANParks representative will be present at the location.

No	Bidder Question	SANParks Response
Round 3		
34.	Is there a minimum Star grading expected? The original concessions were established to cater to the 4 and 5 star markets?	As grading in South Africa is voluntary and there are different criteria for types of establishments, a minimum grading has not been specified. SANParks is requiring the Bidders as the experts in the field to provide in their recommendation for quality and standard and thus grading. Bidders are referred though to Clause 7.2.1.1 of the RFP "Lodge operation experience of an upmarket to luxury nature with a minimum of 5 years' experience" which provides an indication of the standard expected. For clarity purposes upmarket is viewed as 4-star+.
35.	Is there is specific template for approval of staff for s197 - what if they don't agree? Legislation states that it is automatic so why do staff have to sign consent?	The bidder to make a statement in its proposal confirming agreement with undertaking. The section 197 process will be commenced after appointment of preferred bidder, and all issues relating thereto.
36.	If staff have to consent to the s197, what is in place to stop staff from leaving before handover and the Concession losing the experience on site that is intended to be transferred to the new Concessionaire?	The section 197 process will be commenced after appointment of preferred bidder, and all issues relating thereto.
37.	In clause 25 of the RFP the following is stated: "25. ANNEXURE 4 – PPP FEE OFFER 25.1 Important note to Bidders	Envelope 1 must contain the technical proposal Envelope 2 must contain PPP Fee Offer and B-BBEE proposal. See Errata published on SANParks tender portal.

No	Bidder Question	SANParks Response
Round 3		
	<p>25.1.1 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.”</p> <p>This says the B-BBEE proposal go into Envelope 1.</p> <p>But under Clause 27.1 in the RFP, it states that the title of the 2nd envelope is: ENVELOPE 2: PPP FEE OFFER AND B-BBEE PROPOSAL.</p> <p>Please can it be clarified into which envelop the B-BBEE Proposal must go into, and does this include both he Bidding company/SPV certificate (and any reference to it) and the specific goals Project Scorecard for year 1 and 3?</p>	

No	Bidder Question	SANParks Response
Round 3		
38.	Expansion or changes to the Concession Area – 25 years is a long time and different natural disasters or encroachment of development and concomitant pollutions (including SANParks footprint), could make concession area changes or expansions a fair mitigating factor. Therefore, under such circumstances, assuming that identified unutilised areas can be added into the concession areas, would requests/discussions for the expansion of the concession areas be allowed with finalisation subject to the course to EIA requirements?	Yes. But Bidders should not include this in their Bids.
39.	Will the errata referred to in the responses to Questions 49 and 56 be loaded separately as RFQ errata? (relevant for all errata, will all related documents be updated and could we please be advised if and when the tender	Bidders should continuously check for additional ERRATA and AMMENDMENTS loaded on the Website. On closure of Questions, all relevant procurement documents will be updated with the items in the ERRATA and AMMENDMENTS and FINAL Documents will be upload accordingly as per the time table allowed for SANParks responses.

No	Bidder Question	SANParks Response
Round 3		
	documents are updated?)	
40.	For all Concessions will “Borrow-Pits” be provided by SANParks to provide gravel/sand for road maintenance?	<p>Concessions will be allowed to use existing borrow pits located at each concession site. As per the Information memorandum 9.2.6,</p> <p><i>‘The borrow pits to be used by the Concessionaires during the construction phase will be determined by the SANParks SR (Section Ranger) and the Division Technical Services and submitted in writing to the Concessionaire. After the construction phase, the SR, Technical Services representative and the Concessionaire must determine the “life pits” to be used during the operational phase of the concession.’</i></p>
41.	Please clarify what is needed in respect of Functionality Schedule Annexure 2 RFP Risk Matrix as per point 4.1 “Does the bidder commit to the RFP’s required risk allocation for the project?”	<p>Refer to the instruction as per RFP Clause 23.4 Risk Matrix as per point 4 of the Functionality Schedule: “Please note that the wording of the risk must not be changed. The Bidder must populate the following columns for each risk:” The bidder is required to complete the Table and indicate how it proposes to mitigate the risk and allocate the risk between itself and SANParks. Risk transfer is a core requirement of a PPP transaction and it is a requirement of all SANParks Concessions bidding processes for the Bidder to populate the project risk matrix.</p>
Further questions pertaining to Round 1 Responses:		
42.	In the answer to question 12 it is stated that if a bid comes from the current	See item 32 above.

No	Bidder Question	SANParks Response
Round 3		
	<p>concessionaire company, should it be successful, a new SPV would need to be created to operate for the renewed concession period. However, at the Bidders conference it was stated that if the current concession bidding company wins and remains ringfenced to the single business operating that one concession, then that company could continue as the new concessionaire. Can we still assume this, as was stated at the bidder's conference, is correct?</p>	
43.	<p>Related to the answer to Question 15 and the B-BBEE score erratum published. The erratum says that there will be 8 points awards based on the "Bidder's commitment to meet and exceed all Compliance Targets set out in Annexure 3 (B-BBEE Obligations)". Annexure 3 is the projected/committed project scorecard for years 1 and 3. At</p>	Yes.

No	Bidder Question	SANParks Response
Round 3		
	<p>the Bidders Conference, it was stated that the 8 points would be awarded on the projected/committed year 1 B-BBEE project scorecard, and not on both, or Year 3. Can it please be clarified whether the 8 points will be allocated based on year 1, year 1 and 2 together, or year 3?</p> <p>Then with regards to the BBEE Preference 10 points allocation – the standard Preferential Procurement Regulations specifies clearly how points are allocated, e.g., a BBEE Level 1 = 10 Points, BBEE Level 2 = 8 points, BBBEE Level 3 = 6 points etc. Can it please be clarified how the 8 points, and the 2 points will be allocated related to the B-BBEE scores and commitments?</p>	<p>SANParks has defined the Preference Points Allocation for Specific Goals for this RFP, where 2 points is allocated for the BEE Scorecard and 8 points for the BEE Project Scorecard commitments. See ERRATA 2, ERRATUM 2 uploaded on the SANParks Website.</p>
44.	Question 7 was not answered as the question related to when the current concessionaire (not a bidder) will be	The current concessionaire is also a Bidder and all Bidders are to take cognisance of the Hand Over Agreement and its requirements as part of the PPP Agreement. There is no differentiation between existing concessionaires and bidders.

No	Bidder Question	SANParks Response
Round 3		
	<p>expected to sign, a what is now out of date, handover contract. It might be simpler if SANParks had/or could afford current concessionaires a separate Q&A process? There are different issues facing these parties.</p>	
45.	<p>Question 18 was not really answered. That question was posed by our extremely reputable and experienced B-BBEE advisor and verification agency and asking them again is regrettably not helpful. As Question 17 was clearly answered please may we request that question 18 also be clearly answered. Will the Yes B-BBEE level adjustments apply if the concessionaire company meets the YES Programme targets (from 1 to 3 levels up depending on extent of Yes targets met). This is not mentioned in the specific goals B-BBEE scorecard or in any clauses related to it.</p>	<p>The Project Scorecard is not prescriptive on the skills development programmes. It is the prerogative of a bidder on how it intends to incorporate / integrate any empowerment programmes into the RFP B-BBEE Scorecard.</p>

