



**THE SOUTH AFRICAN NATIONAL PARKS (“SANParks”)**

**BIDDER QUESTIONS & REPOSES 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.

**25 October 2024 – Round 1 (Please note these are responses to  
Written Questions Received from 19 September to 14 October)**

	Bidder Question	SANParks Response
<b>ROUND 1</b>		
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-BBEE 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	Please note Erratum on the SANParks Website in respect of this Clause 23.3 of

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	missing, no total outflows and no net cashflow (23.3 of RFP)?	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.
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

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		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?	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

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	<p>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 from SANParks to signature, there is no 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>	<p>bids.</p>
12.	Can incumbent concessionaires bid from the entity which currently holds the respective	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

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	concession for that re-bid concession opportunity?	their existing entities, however, should they be selected as the preferred bidder, they will be required to create a new SPV.
13.	<p>Assuming that the BBEE 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> <p>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.</p>	<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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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><b>PLEASE NOTE that further clarification will be provided to the PPP Fee Offer based on discussions at the Bidders Conference on Monday 28 October 2024.</b></p>
15.	<p>Please can the B-BBEE scoring be explained - it is not clear how the B-BBEE 10</p>	<p>Please note Addendum/Erratum on the SANParks Website in respect of this Clause for further clarification.</p>

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<b>ROUND 1</b>		
	<p>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 (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 &lt;50% black owned company could be level 2, or possibly a level 1.</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> <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>

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	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.	
16.	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?	Refer Item 15.
17.	In the current gazetted Tourism Sector scorecard – there are bonus points for TOMSA membership and levy collection under SED, but on the proposed Bid Scorecard, no points are allocated for this, has this fallen away?	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 criteria for functionality and not for B-BBEE scoring.

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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.

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<b>ROUND 1</b>		
		<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.
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 was explained at the Bidders Conference and example has been loaded on the website for reference.
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

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		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 the necessary EIAs and RoDs if triggered?	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 Licences after being appointed as the new concessionaire.

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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	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.

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	RoD is granted and SANParks approval obtained?	
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.
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.

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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.

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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.
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"> <li>Presumably SANParks will apply the same forecasted inflation rates to the calculation of "Pt" so that all bidders are treated the same basis?</li> </ul>	<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</p>

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	<ul style="list-style-type: none"> <li>• What are the forecasted rates of inflation that will be applied?</li> <li>• From which year will inflation first be applied, year 3?</li> <li>• Would it not make sense for all forecasted turnover to exclude inflation?</li> <li>• 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?</li> </ul>	<p>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><b>PLEASE NOTE that further clarification will be provided to the PPP Fee Offer based on discussions at the Bidders Conference on Monday 28 October 2024.</b></p>
44.	<p>90/10 – the 10 specific goals</p> <ul style="list-style-type: none"> <li>• Please explain how/on what basis the 10 points for specific goals will be awarded against the SANParks B-</li> </ul>	Refer to Item 15

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	BBEE target scorecard. It is not clear how the B-BBEE target scorecard points or percentages “translate” into the 10 points?	
45.	We note the change in calculating the PPP Fees from net revenue (the current position) to Gross Revenue.	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.
46.	<p>We note that Gross Revenue includes all income of both the Concessionaire <b>and</b> 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>“Subcontractors” would therefore include all third parties who, for example, are sub-</p>	For the purposes of the PPP Fee Offer the intention of including subcontractors is in respect of calculating any <b>revenue generating</b> “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.

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	<p>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 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>	

	Bidder Question	SANParks Response
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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>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</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"> <li>• Clause 2.1.88</li> <li>• Clause 7.2</li> </ul> <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 clauses in the RFP and the PPP Agreement will be</p>

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	concessionaire to the exiting concessionaire, whereas clause 7.1 requires it to be paid to SANParks).	made accordingly.
48.	<p>Annual BBEE audit - Is it SANParks' intention that annually the concessionaires will be required to have two BEE audits:</p> <p>1.1. One audit as per Tourism BEE Scorecard;</p> <p>1.2. Another audit as per SANParks B-BBEE Project Scorecard</p>	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.	<p>Skills Development</p> <p>Please clarify what is meant by:</p>	

	Bidder Question	SANParks Response
<b>ROUND 1</b>		
	<p>“Target for Black People must be split according to the Economically Active Population”</p> <p>Number of people participating in Learnerships, Apprenticeships &amp; Internships</p> <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 &amp; Internships? This would mean that at any time only 25% of the staff are qualified and that the other 75% of the</p>	<p>Bidders to refer to Amended B-BBEE Codes of Good Practice (2019) on the DTIC website.</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</p>

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	<p>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>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.

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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>

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56.	<p>How many bids can a bidder bid for? 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 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>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 maximum of two (2) Bids out of six (6) Concessions Subject to this Retender.</p> <p>RFP Bid Clause 2.12.2 intent revised: Original Wording 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>

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		<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><b>Reason for limiting the number of winning bids:</b></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</p>

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		<p>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 Cluster 2.</p>
57.	<p>Could you please expand or provide more clarity on clause 4.12.6?</p>	<p>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.</p>
58.	<p>What is a technical party/partner, referred to in Clause 5.1?</p> <p>Can you provide a written description/specification of a technical/operational partner?</p>	<p>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".</p>

	Bidder Question	SANParks Response
<b>ROUND 1</b>		
59.	<p>Shareholders do not run businesses but directors. What is the rationale for prescribing what shareholder structure a bidder must present?</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>The Change in Control provisions of the PPP Agreement are based on the National Treasury PPP Standardised Provisions. Bidders are advised to consider same.</p>
60.	<p>Clauses 18.1 and 18.2 refer to residual values that need to be paid. Is SANParks prepared to disclose how they determined the residual value?</p> <p>This does not imply a disagreement with the payment of the residual</p>	<p>Please refer to the description of the calculation process given as part of the Bidders Conference and uploaded to the SANParks Website.</p>

	Bidder Question	SANParks Response
<b>ROUND 1</b>		
	<p>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>	<p>Refer to Item 47.</p>
61.	<p>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</p>	<p>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</p>

	Bidder Question	SANParks Response
<b>ROUND 1</b>		
	assets from immovable assets?	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 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	Bidders should note that this was the purpose of the Site Visits as it was referred to as a Bidder Due Diligence Site Visit.
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.

	Bidder Question	SANParks Response
<b>ROUND 1</b>		
64.	<p>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.</p>	<p>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.</p>
65.	<p>Clauses 21.1.1.3 and 21.1.1.5 refer to the minimum asset value required from the bidder.</p> <p>The concession for Jakkalbessie indicates the residual value to be at least R58m and Lwakahle to be at least R12m. Yet, the minimum asset value required from the bidder to access the two opportunities is exactly the same. Lwakahle Concession is valued</p>	<p>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.</p>

	Bidder Question	SANParks Response
<b>ROUND 1</b>		
	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?	
66.	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?	The evaluation criteria is based on the minimum requirements to demonstrate capability and is not linked to the residual value.
67.	The document is reflected as a "Draft", when will the original document be available and how will it be distributed and when?	Refer to Item 1.

	Bidder Question	SANParks Response
<b>ROUND 1</b>		
68.	Why does SANParks require the bidders to waive their rights per clause 22.1.2?	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 incorporate within the specified period.
69.	The clarification meetings held at the concession locations were not compulsory except for the concessions in Marekele National Park. What makes the difference between the other concessions to Marekele 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.