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**REQUEST FOR PROPOSALS ISSUED BY SOUTH AFRICAN NATIONAL  
PARKS IN RESPECT OF THE OPERATION OF RETAIL FACILITIES IN THE  
ADDO, TSITSIKAMMA AND KRUGER NATIONAL PARKS**

**- QUESTIONS AND ANSWERS DOCUMENT -**

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Question 1 Kindly assist us with a staff organogram and Cost to Company HR figures.

*Answer 1 Lower Sabie – please refer to 1. Lower Sabie Restaurant - Employee CTC.xlsx*

*Pretoriuskop – please refer to 2. Pretoriuskop Restaurant - Employee CTC.xlsx*

*Berg en Dal – please refer to 3. Berg en Dal Restaurant - Employee CTC.xls.*

*Skukuza – please refer to 4. Skukuza restaurant CTC.pdf*

*Addo restaurant – please refer to 5. Addo restaurant CTC.pdf*

*Tsitsikamma restaurant – please refer to 6. Storms River Mount Tsitsikamma restaurant CTC.pdf*

Question 2 Kindly assist us with the current cost of utilities

*Answer 2 The following rates will apply in 2025:*

*Eskom electricity charged at R 3.03 per unit.*

*Generator supplied electricity charged at R 7.24 per unit.*

*Purified water supplied at R 8.80 per kiloliter.*

Question 3 Kindly assist us with clarity on how the provident fund/retirement annuity or pension fund will be handled when transitioning from the current employer to the new company.

*Answer 3 During handover the most practical and beneficial methods will be discussed and agreed. In the past with handovers there have been instances where the provident/retirement annuities transferred to a new fund but there have also been instances where the new operator chooses to let the staff stay with the current fund. In summary, the best and most practical method will be agreed and implemented.*

Question 4 Kindly assist us with the total size of the space in square meters and a breakdown of the kitchen space

*Answer 4 Please refer to the floor plans attached – unfortunately only available in pdf format.*

- Lower Sabie: “7. Lower Sabie restaurant floor plans.pdf”*
- Pretoriuskop: “8. Pretoriuskop restaurant floor plans.pdf”*
- Berg en Dal: “9. Berg en Dal restaurant kitchen.pdf” and “10. Berg en Dal restaurant.pdf”*
- Skukuza: “12. Skukuza Restaurant 01.pdf”, “13. Skukuza restaurant*

*deck.pdf*, “14. Skukuza Restaurant.pdf”, “15. WD.100.1 GA Skukuza Restaurant.pdf” and “16. WD.100.02 SITE Skukuza Restaurant.pdf”

- *Addo restaurant: “17. Addo restaurant floor plan.xls”*
- *Tsitsikamma restaurant: “18. Tsitsikamma NP restaurant PRESENTATION - restaurant REV 001\_compressed.pdf”*

Question 5 Kindly assist us with the exact capacity of the restaurant

*Answer 5 Please note that seat capacity will differ based on the model proposed i.e., size of take away might be enlarged and sit-down area reduced. Pretoriuskop restaurant is a good example where the upper stairs area is not currently used but 50 seats could be added to this restaurant. In light of that please use the information that was shared, and observations made during the site visits as a base for the seating capacity. The following could be used as indicative figures:*

- *Lower Sabie restaurant: 240*
- *Pretoriuskop restaurant: 82 but room for many more of the top section is opened up*
- *Berg en Dal restaurant: 132*
- *Skukuza restaurant: 420*
- *Tsitsikamma restaurant: 240 -> could increase substantially at the new facility*
- *Addo restaurant: Restaurant 172, Lapa approximately 80*
- *Mountain Zebra restaurant: 70*
- *Karoo restaurant: 100*

Question 6 Kindly assist us with the current cost of waste removal

*Answer 6 In line with the RFP, all waste must be disposed of by the Private Party at registered approved landfill sites outside the park. In light of that the current cost is not applicable. Where SANParks decides to give the option to remove waste, a tariff will be communicated which will allow for the Private Party the option to self-disposed or pay for waste removal.*

Question 7 Looks like the tender bid should come from Franchisor and not clear if individual franchisee can bid.

*Answer 7 Yes, where a franchisor oversees a franchise and where a franchise agreement is a requirement to make use of a specific brand, the franchisor should bid with that brand and the PPP Agreement will be signed between SANParks and the franchisor. The franchisor will be required to appoint a franchisee through a franchisee agreement and ensure compliance with the franchisor standards by the franchisee.*

Question 8 I have attended the briefings for Berg n Dal, Pretoriuskop, Lower Sabie and Skukuza. I am an existing franchisee of three brands. You have indicated that you do not award these opportunities to franchisees but prefer franchisors. I have engaged with The Franchise Co, the company that owns the franchisors in which I hold the licenses to trade, and they do not have a problem tendering on my behalf. This was not clear in your request for a proposal document. Otherwise, I would've invited them to attend the briefing with me. Please clarify if it is okay for them to submit for the PPP opportunities in which I have participated in the briefings.

*Answer 8 Yes, that is fine as you would have presented the franchisor at the site visit / briefing. Please also note that the site visit and bidders conference attendance were not compulsory.*

Question 9 Who holds the liquor license for the restaurants? Is it the owners or San Parks?

*Answer 9 The owner and in the past we have not had issues to transfer this where a*

*new operator is appointed. Cost to this need to be agreed between the new and previous operator.*

Question 10 Do delivery vehicles get free access at the gate, or must they pay?

*Answer 10 No, a gate entry permit needs to be purchased. Cost is as follows:*

<b>Annual</b>	<b>6 Months</b>	<b>3 Months</b>	<b>Daily Temporary</b>
R 3 132.00	R1 566.00	R1 015.00	R90.55

Question 11 Please share trading hours for all the restaurants

*Answer 11 This could be agreed with SANParks but is generally from 7h00 till 21h30.*

Question 12 Does the camps' occupancy rate translate into the restaurant's sitting capacity, or do you have some guests preparing meals in their rooms?

*Answer 12 Many guests prefer to self-cater, so no, the occupancy rate does not translate into the sitting capacity.*

Question 13 What is the expected increase percentage per annum on the amount agreed upon for the PPP?

*Answer 13 The question is not clear. However, if this relates to menu pricing then it should be noted that SANParks will only interfere if the monopoly is abused. However, it is assumed that the pricing will be optimal to attract optimal customer numbers. In light of that annual revision will be done by the Private Party.*

Question 14 What insurance do you require from the incumbent you appoint for these opportunities?

*Answer 14 SANParks at least requires third party insurance, liability cover insurance*

*of all assets and business interruption insurance. Cover such as fidelity, theft and money cover are recommended.*

Question 15 In an unfortunate incident involving fire or anything terrible happening, who is responsible?

*Answer 15 SANParks' insurance covers the building and the Private parties' insurance should cover the Private Parties' assets. In the interim the two parties will work together to find a workable solution. However, it should be noted that SANParks' procurement processes to repair the building could be very long.*

Question 16 Could you kindly provide us with statistics on the volume of guests for each camp, along with a breakdown of the number of rooms available for both camping and chalet accommodation?

*Answer 16 Please refer to "19. SANParks accommodation - number of units and rates.xls" for the number of rooms available for both camping and chalet accommodation and refer to the following documents for occupancies: "20. Q1 Demographics April 2023- June 2023.xls", "21. Q2 Demographics July 2023- September 2023.xls", "22. Q3 Demographics October 2023- December 2023.xls" and "23. Q4 Demographics January 2024- March 2024.xls".*

Question 17 Please can you advise what the minimum score is for the BBEE commitment going forward in order to meet the functionality hurdle. I cannot seem to find this in the document. There is a table which says that the BBEE plan equates to 20% of the total functionality assessment – one needs to score 75% for the overall functionality and cannot score less than 50% for any individual section – how does this translate as far as the BEE section goes? This section has a scorecard out of 111 points – does this meant that if we score 50% of the 111 points, we get 50% for this section etc?

*Answer 17* SANParks requires at least a level 4 score to proceed to the next stage with the SPV committing to a level 2 score after year 2 from commencement date.

In terms of scoring the following is therefore required:

A score greater or equal to 80 but less than 90 points as entry and a commitment to achieve a score of greater or equal to 95 from year three if this score is not achieved from the operation commencement.

This completed scorecard as well as the undertaking needs to form part of the bid submission.

Question 18 Please confirm whether the partnership with the community trust has to be in place by the time of the tender or whether a commitment to conclude a partnership with a community trust as per the PPP Agreement is fine – i.e. the final community trust is not finalised at the time of the RFP.

*Answer 18* *Commitment is all that is required. Following tender award SANParks' Socio-Economic Department will work with the appointed operator to create this partnership.*

Question 19 Please can you confirm the geographical determination of “Local Community” – in the PPP document (clause 48.2.2), it notes that this is within 100km of the boundary of the protected area. Is this the measure?

*Answer 19* *Yes 100 km is correct.*

Question 20 Please can you share more information on the profile of visitors to the various Parks.

*Answer 20* *The profile is approximately 75% local and 25% international in most of National Parks.*

Question 21 Please provide the turnover information for the restaurant bid opportunities.

*Answer 21 Please see below:*

Turnovers	2017/2018	2018/2019	2022/2023	2023/2024	2024/2025
<b>Addo restaurant (BP1)</b>	R 15 m	R 14 m	R 12.2 m	R 14.3 m	R 16 m
<b>Addo retail (BP2)</b>	R 21.5 m	R 20.3 m	R 19.7 m	R 23.9 m	R 24.3 m
<b>Berg en Dal restaurant (BP3)</b>	R 7 m	R 7 m	R 8 m	R 10.6 m	R 11 m
<b>Pretoriuskop restaurant (BP4)</b>	R 6.5 m	R 6.4 m	R 4.9 m	R 5.5 m	R 5.6 m
<b>Lower Sabie restaurant (BP5)</b>	R 24.6 m	R 26.7 m	R 29.3 m	R 35.2 m	R 37.5 m
<b>Skukuza restaurant (BP6)</b>	R 48.7 m	R 50.8 m	R 37 m	R 54 m	R 49.7 m
<b>Tsitsikamma restaurant (BP9)</b>	R 15.4 m	R 14.6 m	R 11.6 m	R 10.6 m	R 15.2 m
<b>Tsitsikamma retail (BP10)</b>	R 6.4 m	R 6.5 m	R 6.2 m	R 7.2 m	R 7.9 m
<b>Karoo restaurant and retail</b>	R 5.4m	R 4.7 m	R 5.1 m	R 5.6 m	R 5.9 m
<b>Mountain Zebra restaurant and retail</b>			R 2.8 m	R 3.2 m	R 5 m

Question 22 Please provide the number of visitors per camp information for the restaurant bid opportunities.

*Answer 22 Refer Answer 16*

Question 23 Please provide the number of staff for the restaurant bid opportunities.

*Answer 23 Refer Answer 1.*

Question 24 Could you kindly send the respective site plans and/or drawings for Addo and Tsitsikamma?

*Answer 24 Refer Answer 4.*

Question 25 Should the SPV be created for bidding purposes.

*Answer 25 No, it will be expected that the SPV is legally constituted prior to the signature of the PPP Agreement. Only an undertaking needs to be given that the SPV will be constituted if declared the preferred bidder.*

Question 26 Please provide the employee summary list (names, positions, salaries, benefits, start dates) for the staff at Lower Sabie.

*Answer 26 Refer Answer 1. Please note that names will not be shared at this stage but only with the winning bidder when contracts will be compiled.*

Question 27 Please outline the handling of employee carry-over retrenchment / severance values.

*Answer 27 Refer Answer 3.*

Question 28 Please outline housing costs and related expenses for the operator, including subsistence or travel benefits currently required.

*Answer 28 Refer Answer 1*

Question 29 Please outline union involvement in the KNP.

*Answer 29 Most of the restaurant staff in the KNP restaurants are unionized.*

Question 30 Please provide design and build restrictions.

*Answer 30 This is not easy to describe as SANParks has no indication of what you would propose. Rather make proposals. SANParks' technical services department will outline areas of issues (if any).*

Question 31 What is the potential for building or adding external structures (e.g., containers), if approved.

*Answer 31 The Private Party will be confined to the area where the current restaurant is built. When refurbishment is done, alternatives could be considered such as containers but will not be on a permanent basis.*

Question 32 Please outline fixtures remaining on the premises (e.g., cold rooms, extraction units) and flexibility for replacements or removals.

*Answer 32 All the cold rooms and extraction units that were shown and present during the site visit will remain. SANParks is very flexible in terms of upgrades which might imply replacements.*

Question 33 Please provide a plan of acceptable staff housing to be built by the Private Party.

*Answer 33 Refer "24. Staff housing floor plan.pdf"*

*SANParks subscribes to decent living conditions which implies a bathroom, kitchenette, living room and bedroom for staff – co communal areas.*

Question 34 Please outline SANParks support for structural improvements, potentially as a cash contribution or temporary rental rebate.

*Answer 34 PPPs are a funding mechanism whereby rights are awarded in exchange for capital investment and rental (not confined to this only). However, SANParks will not contribute to the upgrade of these facilities.*

Question 35 Please outline supply chain delivery restrictions (e.g., time, truck size, access control).

*Answer 35 Normal gate hours will apply and is on the SANParks web page under park related information (seasonality applies). All suppliers will be required to purchase a permit – refer to Answer 10 for costs. Deliveries may be done by a 4-ton truck or smaller.*

Question 36 Shared services or spaces with other tenants (such as convenience or tourist stores)

*Answer 36 The site visit showed the areas. All operators will have their own allocated space.*

Question 37 Permissibility of a wood-fired pizza oven or braai/grill setup, and any

related thatch or park restrictions

*Answer 37 A restaurant like Shalati train restaurant has a wood-fired pizza oven hence this is not restricted in principle. However, more detail should be supplied as to placement, etc. in order to inform a decision.*

Question 38 Monthly occupancy rate over the last 12 months or current operator turnover figures for that period.

*Answer 38 Please refer to Answer 16 and Answer 21*

Question 39 Additional health and safety requirements from Kruger or stipulated in the lease.

*Answer 39 All health and safety regulations need to be complied with. Unfortunately, an extensive list will not be provided as part of this process as the regulations are very specific per industry.*

Question 40 Please provide Refuse removal frequency, process, and costs, along with storage rules.

*Answer 40 Refer Answer 6.*

Question 41 Gas supply details and 12-month figures for utilities (electricity, water, sewerage, gas, etc.)

*Answer 41 A decision was made to not share these figures as operations differ based on menu, culture, etc. In light of that only turnovers and staff costs are communicated which will enable all operators to make an informed decision.*

Question 42 Status of a generator (whether part of the lease or operator-provided)

*Answer 42 The RFP clearly outlines that the Private Party will be responsible for back-up power. Even though all camps have generators, SANParks*

*cannot guarantee that these will always be operational.*

Question 43 Permission to install solar panels, such as on a car park canopy or other designated areas.

*Answer 43 A proposal may be put forward and will be evaluated by SANParks' technical department. In principle SANParks is in favor of renewable energy.*

Question 44 Related to Tsitsikamma restaurant, what kitchen equipment will be provided?

*Answer 44 No kitchen equipment will be provided. Walk in freezers and fridges are supplied as well as an extractor canopy/hood. In addition, a gas line will be supplied to a point but will have to be reticulated by the Private Party from that point.*

Question 45 Related to Tsitsikamma restaurant, will the sea facing windows be able to be opened?

*Answer 45 Yes*

Question 46 Related to Tsitsikamma restaurant, will the premises be air-conditioned?

*Answer 46 Yes and 2x big fireplaces for heating in the colder months.*

Question 47 Will the wooden deck down at the beach be included in the restaurant "footprint"?

*Answer 47 Yes and the maintenance of the structure will also be for the Private Party in line with the 15-year operating period.*

Question 48 Related to Tsitsikamma restaurant, how much of the roof deck or what parts of the roof deck will be available for restaurant use?

*Answer 48 The roof will not be available for restaurant use but will be used as a viewing deck and roof garden.*

Question 49 Related to Tsitsikamma restaurant, will the lift be installed?

*Answer 49 The lift will be installed if and when funds are available. However, this has no relevance to the restaurant rights as the roof area will only be a viewing deck and roof garden and is accessible via the staircase.*

Question 50 Related to Tsitsikamma restaurant, it would be immensely helpful if we could get copies of the electronic 3d images/ models of the new building and spaces that the appointed SANParks architect would have done which will allow us to accurately design in the spaces provided in these 3d models.

*Answer 50 Refer to "25. Tsitsikamma REST CONSULTANT drawing.dwg" and "18. Tsitsikamma NP restaurant PRESENTATION - restaurant REV 001\_compressed.pdf".*

Question 51 Related to Addo restaurant, would it be possible to get floor plans?

*Answer 51 Refer Answer 4*

Question 52 In respect of the redevelopment plan, do this include replacement of fixed structures such as the roofs, staircases, window frames, doorways, decks etc...

*Answer 52 All internal refurbishments should be done by the Private Party as well as minor maintenance. Where the party wants to change a building, building plans will have to be submitted and changes approved, and changes will be for the Private Parties account.*

Question 53 In respect of the Physical Plant items, such as cold room condensers, HVAC systems, Extractors, Fire suppression systems etc, I understand

that we are responsible for the maintenance thereof, however in the instance where for example Addo freezer Room the extractor is blowing into the freezer room and needs urgent replacement, who will be doing that and at whose expense?

*Answer 53 This will be the responsibility of the Private Party.*

Question 54 Can you please confirm in writing that we would be able to pay bid bonds directly into SANParks account instead of getting the bank approved ones?

*Answer 54 Yes, you may. Please refer to "26. Bid bond banking details SANParks.pdf" for banking details. Please also indicate what bid this is for as part of the reference.*

Question 55 Can you please clarify, for the Tsitsikamma concession it was noted that you must have a seafood restaurant experience, however in the briefing sessions you shared that we only need to have an extensive seafood offering on our menu's? Please can you confirm that an extensive seafood offering is what is required.

*Answer 55 Clause 21.3.9.2 and 21.3.9.3 will be changed to clarify. The Private Party should be able to display that they will be able, due to current experience, to offer an extensive seafood offering and seafood dining experience.*

Question 56 Can you also please clarify for Tsitsikamma on the local presence or operation of restaurant facilities. How long does this facility need to have been opened for? How far do you consider local? Within 150km?

*Answer 56 Within 150 km of Storms River Mouth camp and in operation for at least 3 years.*

Question 57 Is there a limit to how many restaurant concessions we can apply for? In the briefing session last week, you indicated that we can only bid for one

concession, however in the other site visits we can bid for more than one, but that each bid must be unique and offer a different menu, layout and restaurant look and feel. Please can you clarify this?

*Answer 57 Any one company can be for as many Bid Packages as they like but are not allowed more than 1 bid per Bid Package. Within a Bid Package more than one brand is allowed as a model i.e., a brand for the main restaurant and a takeaway brand but still only one bid per company per Bid Package.*

Question 58 In the instance where our audited historical revenue is just short of the minimum turnover requirements, would we be able to submit our AFS as well as current management accounts and projections for the remainder of the year showing we will meet and exceed this requirement, in the current operating year?

*Answer 58 Please note that the qualification criteria are clear in that the revenues as requested per bid packaged should have been achieved. If not then you do not qualify to bid. Unfortunately, projections will not be considered.*

Question 59 Is there a guideline for the building structure redevelopments we would be doing that speaks with the greater redevelopment, which is taking place within that particular camp, e.g., the redevelopment of the Skukuza Camp Units and Colour Schemes that we would need to adhere too? Roof, External Wall colours, aluminium colours etc...

*Answer 59 SANParks uses toned down colors to fit into the environment. We do understand that, in certain instances, other colors will compliment a brand. In this case approval just need to be obtained and will not be withheld unreasonably.*

Question 60 Will there be an additional Q&A submission allowed as we are only getting the rest of the information now?

*Answer 60 Follow up on the questions answered will be allowed for a limited time (1 week) as this would allow for clarification on answers given. No additional questions will be taken.*

Question 61 We understand that a franchisor may only submit 1 bid per BP and not many bids with different brands. However, may a franchisor submit one bid that contains different brands, i.e., a main restaurant brand and a takeaway brand?

*Answer 61 Yes, the tender rules state that one bidder may not submit more than one bid for the same opportunity but within the bid, the model could contain several solutions which could be different brands.*

Question 62 Is there a limit to the number of tenders that SANParks will award a bidder? From my understanding - there is no limit to the number of tenders a bidder can submit for the restaurant opportunities currently on offer - but will SANParks be limiting what they award to one bidder?

*Answer 62 There is no limit. However, SANParks could decide on this if they are of the view that the product will be too monotonous if the same brand is in all camps.*

Question 63 Please can you confirm if the following complies with the current qualification criteria: A restaurant (type B and type E) that is located within a hotel / lodge (part of the service offering and not branded) that serves both a la carte and buffet menus and is open to both hotel guests and the public.

*Answer 63 This does comply should the turnover of the restaurant be in line with the minimum turnover and existence in line with the experience requested.*

Question 64 Does SANParks accept a sworn affidavit in terms of confirmation of current BBBEE level or is a BBBEE certificate required?

*Answer 64 For an EME a sworn affidavit is acceptable. For QSE and large enterprises a BBBEE certificate is required.*

Question 65 Would it be necessary to attend all site visits?

*Answer 65 Please note that the site visits are not compulsory as SANParks wanted to prevent a situation where parties that attended the first round of site visits incur additional costs. So no, you need not attend the site visits again.*

Question 66 Does SPV have to be between franchisor and franchisee?

*Answer 66 No, the SPV is only for the party contracting with SANParks therefore the franchisor will be required to create a SPV once awarded the contract.*

Question 67 Looks like based on the statement the SPV that there's option where not both parties have shares, please guide.

*Answer 67 The question is not clear, however SANParks will contract with only one party (which might have many shareholders).*

Question 68 Is there a minimum requirement on shareholder ship for the SPV?

*Answer 68 The question is not clear – shareholding should reflect technical ability to operate optimally in line with requirements set.*

Question 69 Confirm if the period of the PPP remains 15 years?

*Answer 69 Yes, the PPP term for all the opportunities are 15 years – the Private Party will be responsible for minor maintenance to the structures as part of the 15-year agreement – refer to*

Question 70 Please outline the maintenance responsibility of the Private Party and SANParks under the 15 year term.

*Answer 70 Please refer to the following document for clarity on this: 27. Infrastructure maintenance differentiation between Private Party and SANParks.pdf*

Question 71 Would the sale of shares between parties or to extended parties during the lease period be allowed?

*Answer 71 Yes, sale of shares is allowed. However, SANParks approval will be required and the new share holder will be required to comply with the qualification criteria as outlined in the tender documents.*

Question 72 Please provide the bidders conference presentation

*Answer 72 Please find the presentation as published on the SANParks website under this opportunities – named: “Bidders Conference Presentation\_20 May 2025.pdf”*

Question 73 Please provide floor plans of the big tree development as well as any visitor statistics

*Answer 73 Please find the floor plans as published on the SANParks website under this opportunities – named: “28. 14025T4101 Tsitsikamma NP BIG TREE\_groundfloor plan\_rev 002.pdf”*

Question 74 Who will sign the PPP Agreement, the franchisor or the franchisee?

*Answer 74 Refer Answer 7*

Question 75 Does staff transport of kids to schools also applies to Tsitsikamma and Addo?

*Answer 75 No, only to the Kruger National Park opportunities.*

Question 76 Is registration on the CSD compulsory?

*Answer 76 Yes – the MAAA ... number should be supplied in the bid submission.*

Question 77 Does the local requirement to operate the Tsitsikamma restaurant still apply?

*Answer 77 Yes, the requirements with regards to local representation will apply as per the RFP.*

Question 78 The turnover requirement is VAT inclusive. However, the financial statements is VAT inclusive hence the Qualification team and Business Ops and Design team should note this to ensure that a company that complies is not disqualified

*Answer 78 This is noted and will be communicated to the evaluation teams.*

Question 79 When the restaurants in the KNP is refurbished, will SANParks allow the contractors to stay in the park in the contractors yard in order to save cost for the operator?

*Answer 79 Yes, this will be allowed and will be arranged with the SANParks technical services department.*

Question 80 Will there be opportunity for post-award negotiations?

*Answer 80 Yes, but material aspects such as term will not be negotiated as that would be unfair towards other bidders to change this when they submitted their bids based on such parameters.*

Question 81 BBBEE targets – how long do we have to get to the BBBEE targets that are committed?

*Answer 81 This should be achieved after two year, therefore in year three.*

Question 82 Term of 15 years - can you clarify what is seen as minor building maintenance as this can be a very technical issue.

*Answer 82 Refer to Answer 70.*

Question 83 Breakfast Voucher System - will the annual increase stay connected to CPI or will there be room for negotiation for example CPI plus 2% to be more in line with our highest expense - labor.

*Answer 83 The annual increase will stay connected to CPI as has been the case historically.*

Question 84 Breakfast Voucher System - will the paying guest be able to transfer the voucher as a gratuity/thank you from the guests to the staff members of the park.

*Answer 84 There was a view expressed that this should not be allowed. However, this could be re-opened and agreed on as the voucher is the property of the guest and the guest should be allowed to do with the voucher whatever they deem fit.*

Question 85 Breakfast Voucher System - what is the reasoning behind the payment structure of the voucher system. If the operator is expected to cover 100% of the costs with regards to the voucher system - printing, full staff compliment and other operational costs to provide the service - why is the operator not allowed to have access to 100% of the income generated by the sale of the Bed and Breakfast Rate? Quality of product and all other operational and or guest related feedback is already covered in available systems. The marketing and sales strategy is completed when the booking is made, the operator is responsible to provide breakfast options for sit down and or Take Away. The operational costs falls 100% on the operator, thus it would only be fair to say that the income generated should also be 100% available to the operator.

*Answer 85 The status quo will remain – the operator will only be paid for vouchers redeemed.*

Question 86 Does the franchisor have to make SANPARKS aware as to who the franchisee will be?

*Answer 86 The Franchisor as the bidder could propose the franchise brand only especially if they have rights to award the franchise brand. Where the franchisee's turnover is used for compliance, the franchisee should be named.*

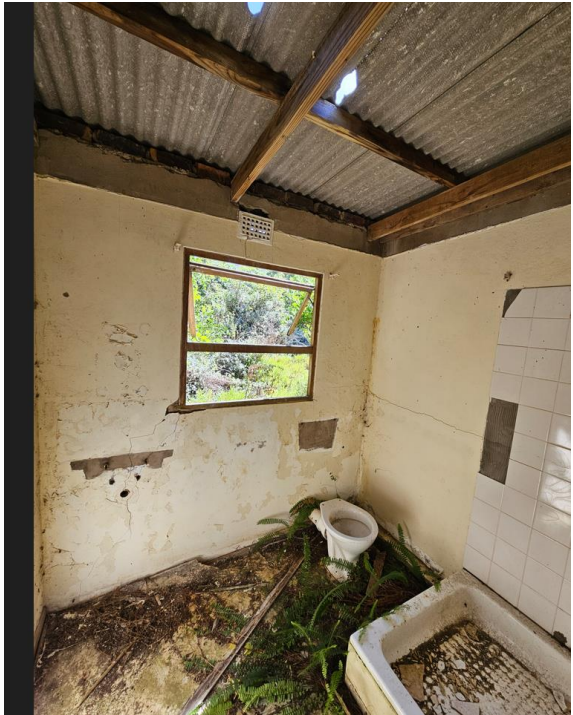
Question 87 Would the sale of shares between parties or the option to extended parties during the lease period be allowed?

*Answer 87 Refer Answer 71*

Question 88 Staff accommodation at Tsitsikamma: On the site visit we were shown the dilapidated staff units in the staff village. Please outline the strategy going forward with these units.

*Answer 88 There is a specific section in Petrusville that will be allocated to the restaurant and retail operator (50/50) – the structures are currently dilapidated. The private party will be required to upgrade these units as part of the project and will then use these units for staff housing. Both the restaurant and retail operator will be allocated one more unit for their manager (which will then be located away from the other staff units). The following photos show the units that requires major upgrading:*







Question 89 Please outline who will be responsible for waste management.

*Answer 89 Refer Answer 6*

*The following outlines the process in relation to waste which is the responsibility of the operator:*

***At the premise:*** Separate at source (wet waste, recyclables), waste to stored be in cages until collection for disposal and cages should have signages.

***Disposal:*** Waste to be disposed outside KNP at a registered landfill site and disposal records to be held on file.

Question 90 Please confirm staff housing at Addo and Mountain Zebra

*Answer 90 No staff housing will be made available at Addo and Mountain Zebra for restaurant and retail operations. Staff will be expected to sleep outside the park. Where staff units are built by the Private sector, straight line depreciation as peer SARS will be applied and the depreciated value that*

*remains will be payable to the Private Party at the end of the contract term.*

Question 91 Of the current “management” structure at Skukuza, how many team members are expected to remain as part of the new staffing structure?

*Answer 91 All members outlined in the CTC table will remain and be transferred through section 197. Support staff is not included in the table.*

Question 92 Are wood-fired pizza ovens permitted on-site?

*Answer 92 Refer Answer 37.*

Question 93 Are open fires, such as braais, allowed at the premises?

*Answer 93 Yes, it is allowed but should be controlled. In addition SANParks has strict conditions about wood which should be sourced from a registered and sustainable supplier.*

Question 94 Would the long-term installation of solar panels be allowed to help manage electricity costs?

*Answer 94 Yes, but will require approval from the technical services department.*

Question 95 Could we please request a copy of the current utilities bills (electricity, water, and gas) for both Skukuza and Lower Sabie?

*Answer 95 Annual utility costs are as follows as was communicated during the site visit:*

*Skukuza restaurant: R 3.417 million*

*Lower Sabie restaurant: R 616 175*

Question 96 Will contractors involved in the renovations need to drive on and off site

daily, or will accommodation/access be arranged for them?

*Answer 96 They will be allowed to make use of a contractors yard where their tents can be erected.*

Question 97 Once the bid is awarded, when is the current operator expected to vacate the premises? What are the timelines for the notice period and revamp phase?

*Answer 97 The handover phase gets discussed between SANParks, the previous operator and the new operator and a solution is sought that would benefit visitors to National Parks. Each facility is unique and might differ from operation to operation.*

Question 98 Are you able to share an estimated percentage of Muslim guests visiting the park?

*Answer 98 Unfortunately not.*

Question 99 The cost of the Fat Trap to be upgraded are not included anywhere – can we subtract the costs of this from the overall offer?

*Answer 99 No, it will be the responsibility of the operator to install a functional fat trap at their cost.*

Question 100 We have a “correlational ratio” that shows we compare against our competitors in attracting more customers, do we add that in the bid?

*Answer 100 You are welcome to do so under a relevant section in line with the sections in the Request for Proposal document.*

Question 101 Can the cost of Revamp the residential accommodation and the cost of the upgrading the restaurant be subtracted from anywhere at all?

*Answer 101 No, this is part of the cost to operation.*

Question 102 Is there preferential local supplies that SANPARKS wants us to use? Or do we look for our own contractors and then upskill them to SANPARKS requirement level?

*Answer 102 SANParks does not have preferential local suppliers – the supplier will depend on the food offering.*

Question 103 For recycling, how much of the current system do we need to use? Or can we rest the Recycling to new levels?

*Answer 103 The question is not clear – please also refer to Answer 89*

Question 104 Is there a specific method to recruiting local vendors or suppliers or contractors that SANPARKSN prefers?

*Answer 104 No.*

Question 105 The Cash Withdrawal system is based on historical cash requirements. Can you share the need with us? We can then keep the right amount of cash on hand.

*Answer 105 The question is not clear.*

Question 106 Is the Park expecting that the menu price will remain national prices, no conservation feel of special menu fee? Are we allowed any mark up?

*Answer 106 SANParks expects value for money to our customers. However, the following was mentioned at the site visits: That the monopoly may not be abused and that the visitors to National Parks understand the logistical challenges and that a portion goes to conservation hence they might be comfortable with a slightly higher price if communicated well.*

Question 107 Does continuous trade allow us to put up a temporary structure like a Container of Take-Away Option during the transition?

*Answer 107 Yes, with SANParks' approval.*

Question 108 Will the post tender negotiation be material in terms of the rental costs?

*Answer 108 No.*

Question 109 Will the Franchisee and the Franchisor B-BBEE statuses be reviewed together, especially where there are different levels?

*Answer 109 The question is unclear. The RFP will be followed and used to determine whether the bidder are able to perform in line with SANParks' expectation.*

Question 110 As large franchisor, we may have an accounting requirement to capture the whole PPP fee on the balance sheet. Can that amount be split into 5 years section of the lease?

*Answer 110 PPP fee is paid monthly based on the turnover achieved. This is an expense and accounting principles should be followed.*

Question 111 We have multiple brands of restaurants, are we allowed to bid for each camp under each brand?

*Answer 111 No, only one bid per bid package will be allowed – also refer to Answer 61*

Question 112 Are amendments to the PPP document allowed?

*Answer 112 No.*

Question 113 Will there be detailed breakdown on successful candidates submission to allow learning for all parties?

*Answer 113 No, bids are seen as intellectual property.*

Question 114 Diversity of brands: please can you expand on this thinking and confirm

whether this applies to restaurants or shops or both (keeping in mind that the shop tender consists of clusters of outlets)?

*Answer 114 Diversity applies to the restaurant tenders. However, the way the tender is structured it is important to note that consideration of a brand will not be linked to whether the brand is already somewhere else – the tender with the highest score as per the tender rules outlined in the RFP will be recommended to the SANParks Bid Adjudication Committee for award.*

Question 115 SPV formed: can we use an existing SPV which is currently running the operation?

*Answer 115 Yes, and existing SPV can be used.*

Question 116 SPV formed prior to signing PPP agreements. Does this mean that the SPV does not have to be formed prior to the award of the opportunity but must be formed prior to signature of PPP agmt?

*Answer 116 Yes*

Question 117 Staff ctc made public: Does this imply that these PPPs will be subject to a S197 transfer? The RFP should note that this relates to front end staff only and not support staff etc. Bidders must be aware that support and admin staff costs are not included in these figures.

*Answer 117 During site visits it was indicated that the staff Cost to Company relates front end staff that will transfer as per section 197 and not support staff which are not included in the CTC figures.*

Question 118 3.1 notes that incorporated JV's are allowed yet 15.3.2 talks to unincorporated JV's?

*Answer 118 15.3.2 should be incorporated if not stated as incorporated.*

Question 119 4.3 – the level of exclusivity has been reduced from the current situation. National Parks reserves the right to erect community shops at park gates and within camps to serve as an outlet for curios manufactured by the local community and to boost local community involvement or continue to operate existing outlets or add outlets when capacity is added.

*Answer 119 An emphasis should be placed on support of local communities. However, exclusivity remains – wording to be changes as follows:*

*“National Parks also reserves the right to erect community shops at park gates and within camps (for specific events and especially if an area is not allocated to local artists in the retail shops) to serve as an outlet for curio manufactured by the local community and to boost local community involvement or continue to operate existing outlets or add outlets when capacity is added.”*

Question 120 B) We have had experience with the restaurants where an additional restaurant was added in a camp. This was done despite the fact that the numbers of visitors had not increased significantly. This had a material negative impact on our existing restaurant.

*Answer 120 In Skukuza the Shalati restaurant was added but had been an operational restaurant for many years. The Skukuza Safari Lodge restaurant was added following addition of the 200 rooms of the Skukuza Safari Lodge. In light of that no new restaurant was added without additional capacity add.*

Question 121 c) The number of visitors is not growing and the decision to add further facilities might not be taken from a business point of view, but might be taken from a social or inclusivity aspect. The new facilities also often do not bear the same cost structures (including rental costs) as the main operator, thereby resulting in uneven playing fields.

*Answer 121 Noted.*

Question 122 We understand that SANParks has a responsibility to the communities

and wants to be more inclusive in terms of its vision 2040. We support this objective; however suggest that the clause be amended to allow for room for revision of commercial terms for the existing operator should another competing outlet be opened in the camps. This is a normal request and commercially fair.

*Answer 122 This is a fair request and could be incorporated in the final PPP agreement.*

Question 123 5.6.2.2 Newly Built Facility – please provide an update as to the expected completion date for the new facility.

*Answer 123 End of July 2025.*

Question 124 Retail Limitations: We agree that there is a need to ensure that operators do not tread on each other's toes. Thus, there does need to be some guideline regarding the potential cross-over between the take-aways and the shops. This is a grey area and one that requires flexibility and must be monitored carefully. The current guidelines make sense – in that the shops cannot make food on the premises and sell it to the public. The new guidelines are very biased in favor of the take-aways. Ready made convenience items are a normal and key part of any FMCG operation and should not be excluded from the shop's retail mix. The take-aways have a large and allowed selection of items which compete directly with the shops key product categories (drinks, water, beer, snacks, chips, etc.). It is unfair and potentially financially unwise for SANParks to take such a one-sided approach. Guests also often want to merely pop into a store to buy something for the car and do not want to be forced to spend more, and wait far longer in queues at the take-aways.

*Answer 124 SANParks will remain with the differentiation between items as outlined in the tender documentation.*

Question 125 This amendment seems to be very one-sided – we note that the take-

away at the Selati station is all of a sudden entitled to sell curios – this was never part of the plan and makes no sense at all. We expect level playing fields.

*Answer 125 Noted. However, the Shalati product with the train and restaurant does allow for a curio market. The curio section at the station is much smaller and generally sells much higher priced curios which could drive customers to the main shop.*

Question 126 We suggest that the wording revert to the current status quo which is that the shops sell food it is preparing on site as that is what the take-aways do.

*Answer 126 The comment is unclear – retail to sell items produced off site and restaurant and take-aways to sell items produced on site together with items consumed together with the meals.*

Question 127 Addo Retail: the restaurant does not do take away – the retail should be allowed to do pies etc. – as long as its not made in the shop, same for Tsitsikamma.

*Answer 127 Agreed – this can be done.*

Question 128 9.1 At the time of submitting its Bid, each Bidder must submit a single Bid Bond (“Bid Bond”) payable to SANParks in the format prescribed in Annexure 2 - Acceptable wording of bid bond OR by paying the amount into SANParks’ account – the following account number is to be used: **no account number**

*Answer 128 Refer Answer 54.*

Question 129 24.2.6.3 Policy on Overheads – please clarify what you expect or mean by Policy on Overheads?

*Answer 129 This section allows for the bidder to outline areas that they have found over the years to save on costs and to describe models where they streamlined the business resulting in more profitability.*

Question 130 24.3.2.2 Central product range versus diversified range – please can you explain what you expect for this – we do not understand this in the context of this section.

*Answer 130 This section aims to give the bidder the opportunity to outline their model in terms of product ranges, i.e. having a central range that is required and non-negotiable and then to outline how they will diversify their ranges to ensure that there is something for everyone, i.e. pricing layers within a product range.*

Question 131 24.3.2.5 Basket to be audited to ensure reasonability of prices:

24.3.2.5.1 Basket consisting of the following items: Brown bread, Brown bread flour (excluding wheaten bran), Samp, Dried mealies and mealie rice, eggs, Fruit and vegetables, Dried beans, Lentils, Maize meal, Rice, Pilchards in tins or cans, Vegetable cooking oil (excluding olive oil), Milk, cultured milk, milk powder and dairy powder blend, Edible legumes and pulses of leguminous plants (that is, peas, beans, peanuts etc.), and the Goods comprise of Wood, charcoal and firelighters, cool drink, juice and mineral water (containers of 1.5 liter and above), white bread, meat items (some fresh deli style vacuum packed meat items could still be offered at a premium but there should be a more affordable option), biltong, sugar, essential toiletries such as soap (body), washing powder, toilet paper and toothpaste.

24.3.2.6 Margin percentage committed on the basket chosen under Clause 24.3.2.5 – is the margin the mark-up % of the GP%?

*Answer 131 The OR at the end of clause 24.3.2.5.1 should be removed. This is just a basket and allows SANParks to get insight into the margin percentages*

*for such a basket. This allow them to understand mark-ups of the operator but also allows management should the margin percentage rise way above this margin percentage that was included as part of the bid.*

Question 132 24.3.3 A procurement policy whereby items such as clothes and bags are procured from surrounding communities, should be implemented. Where this is not complied to SANParks may issue a breach letter followed by termination if not implemented. The Private Party to acknowledge and accept this. Would like a more detailed understanding of this requirement. We submit that to prescribe specific items (clothes and bags) make little sense. We would suggest that the procurement policy should encourage procurement from surrounding communities and that this should be a priority.

*Answer 132 Noted and changed.*

Question 133 24.3.15.2 We are willing to provide the discounts requested, however, given the significant discounts being requested and the fact that essential food stuffs are supplied at cost, we would expect that these sales be excluded from turnover for the purposes of paying turnover rentals.

*Answer 133 Unfortunately that will not be possible as the management and monitoring thereof will be problematic.*

Question 134 We would like to clarify that staff are supplied food at cost plus VAT – where applicable. We need to stay within the law.

*Answer 134 Agreed – SANParks also subscribe to staying within the law.*

Question 135 24.3.16 Operational Manual (weighting 7.14%)

24.3.16.1 SANParks has compiled a Restaurant and Retail Operational Manual

Can you confirm that this operating manual effectively regulates how the private party practically works with SANParks. Can we please get a copy of this manual so that we have an understanding thereof.

*Answer 135 Confirmed – this manual is outdated and needs to be reworked between the two parties. An undertaking to this will be sufficient.*

Question 136 24.3.17.1.8 We believe that the Parties should agree on the measurement basis and methodology used to assess customer feedback.

*Answer 136 Agreed and could also be contained in the operating manual – refer Answer 135.*

Question 137 27.3.2 We would like to understand this dynamic better – who will appoint the Environmental control officer? What are the expectations of the regularity of these audits. We need to be able to assess the cost thereof to impute this into our model.

*Answer 137 The audits will be once a year with corrective actions outlined in the report to be taken within 2 months from receiving the report. The Private Party will appoint the ECO – SANParks may request change of the ECO if bias is suspected.*

Question 138 27.3.3 Please can you provide the time period during which this is expected to be achieved. It is not possible to do this from day one.

*Answer 138 The first audit should happen within the first 12 months.*

Question 139 27.3.3.2 Replacing single use plastic water bottles with water dispensers. The Private Party to acknowledge and accept this. Again, please provide a timeline expectation for this.

*Answer 139 Implemented at the latest by year 3.*

Question 140 27.3.6 Recycling – This should be sorted at source as per SANParks guidelines. The Private Party to acknowledge and accept this. Require updated guidelines.

*Answer 140 Guidelines will be updated and shared when changes occur. Could also be contained in the operating manual – refer Answer 135.*

Question 141 27.7.4.7 The distribution of plastic bags to visitors is strictly prohibited and only brown paper bags (that should be sold and not given for free as this will discourage unnecessary use) are allowed to be given for the purpose of carrying items purchased (however, a model whereby only reusable bags are sold instead of giving out brown paper bags will be optimal). Employees should, as part of their training, be trained to ask whether customers require a bag. We agree with the logic of trying to reduce waste and pollution – in fact the current stores do not use plastic shopper bags and do offer environmentally responsible reusable bags for sale. We disagree with the logic of forcing customers to pay for brown paper bags (which are biodegradable and responsibly sourced). This is not appropriate in this environment – in urban shopping centers, 100 people are used to bringing their own bags for groceries; this is not the case here. Whilst local visitors might eventually get used to this policy, foreign visitors will feel disadvantaged in that they will be forced to pay for packaging – we have not seen this policy at other destinations across the world? We should be able to provide free paper bags as it's simply impractical not to in this environment.

*Answer 141 Paying for carrying bags have become the norm in South Africa and should be implemented to encourage re-use.*

Question 142 If SANParks insists on this policy; will SANParks communicate this policy change onto their website and charge for brown bags at the gates?

*Answer 142 This will be considered. However, gates and shops are very different and will continue to be treated differently.*

Question 143 27.14.5 The Private Party to supply, install and maintain own back up energy source. Will SANParks provide guidance per opportunity as to the ideal nature of the back up energy sources?

*Answer 143 This will be operational dependent and hence should be scoped by the Private Party.*

Question 144 BIG TREE Opportunity – our understanding from the bidders conference held on the 20th May is that we need to propose a methodology to operate this opportunity and include it in our bid. For the purposes of the bidding process, we do not need to identify a community partner at the time of the bid. Please confirm that our understanding is correct.

*Answer 144 Correct.*

Question 145 Could you confirm that, as prior bidders for these opportunities, we are able to submit supporting documentation that is dated in 2024 without having to adjust the dates?

*Answer 145 Please note that the RFP is not prescriptive on the age of the letters hence letters dated 2024 will be acceptable and will be communicated with the evaluation teams. The following must be updated: Letters of undertaking, any statutory documentation (tax compliance certificates, BBBEE certificates, CSD etc. and bank letters and bid guarantees.*

Question 146 Please provide revenue breakdown on the annual turnovers supplied per Bid Packages (3,5 & 6)

*Answer 146 Refer Answer 21.*

Question 147 Will the maintenance responsibilities for the 15-year period be handed over as is, or will SANParks first fix any structural or operational issues before the handover?

*Answer 147 Structures will be handed over as-is.*

Question 148 Does the 15-year maintenance obligation include the building structure and other infrastructural elements?

*Answer 148 Refer to Answer 70.*

Question 149 Does SANPARKS have a list of the preferred CSI projects that we need to align with or will it be for the bidder to decide?.

*Answer 149 The SANParks Socio Economic Transformation department will engage with the preferred bidder once appointed.*

Question 150 Is there a list of preferred local partners that we are required to contribute towards or are we free to select local partners ourselves?.

*Answer 150 Refer Answer 149.*

Question 151 BBBEE – what is the minimum requirement?

*Answer 151 Refer Answer 17*

Question 152 They also note that we would have to monitor and report on energy usage. Do we know who and how that would be monitored and the cost involved?

*Answer 152 The Private Party will be required to install meters in order to allow for monitoring.*

Question 153 Addo - Can the lapa be used as takeaway restaurant, i.e. grab and go takeaway offering.

*Answer 153 Yes.*

Question 154 Berg en Dal: Will the bidder be offered the opportunity to cater for

conferencing?

*Answer 154 Yes, conference catering is included in the opportunity.*

Question 155 Pretoriuskop: Would the bidder be allowed to introduce their preferred brand?

*Answer 155 Yes as long as the brand complies with the specifications as outlined in the RFP.*

Question 156 Lower Sabie: Bidder would like to introduce their preferred brand, i.e. Cattle Baron. Cattle Baron is already offering service at Kruger National Park, i.e. Addo, Skukuza, Satara and Addo. Will this be acceptable?

*Answer 156 Yes as long as the brand complies with the specifications as outlined in the RFP.*

Question 157 Skukuza: There was no mention of a milkshake bar in the Skukuza tender. Will this be included as part of the tendered offering, or is it excluded from the current tender.

*Answer 157 The container on site belongs to the current operator and is used as a milkshake bar. This will in all likelihood be removed but it is highly likely that a similar product will be approved as it was approved for the current operator.*

Question 158 Skukuza: If the bush braais are included in the current tender and the tender is awarded, will the operation of the bush braais be retained by the awarded party for the full 10-year period, or could they still be put out for tender separately later as stated in the PPP? Under what circumstances will SANPARK will decide to relieve us from operating the bush braai?

*Answer 158 This right is a secondary right that could be retracted should a need arise.*

Question 159 Skukuza: The Skukuza tender mentions a requirement for having existing takeaway restaurants. Is this a strict requirement, or can we propose designing and operating a takeaway restaurant under the Cattle Baron brand if we do not have an existing takeaway operation. Can the takeaway restaurant comment be clarified

*Answer 159 A take-away section that served under a main restaurant brand will be acceptable.*

Question 160 Tsitsikamma: Will the restaurant operator retain exclusivity at Tsitsikamma, including for Otter Trail catering, going forward?

Question 161 Tsitsikamma: Will we have the opportunity to tender for one of the restaurants we currently operate under Tourvest, such as the Black Marlin (Sea Food offering restaurant)

*Answer 161 The question is unclear.*

Question 162 Will the architect be able to provide 3D images/models of the building and spaces?

*Answer 162 In most instances only PDF documents are available.*

Question 163 The Private Party must take over existing staff (under section 197 of the Labour Relations Act) and enter into separate housing rental agreements in respect of staff housing where applicable; Would SANParks be amenable to the franchisee undertaking this obligation?

*Answer 163 The party that SANParks signs the PPP Agreement with needs to confirm to this.*

Question 164 Upon termination of the PPP Agreement for any reason, save for breach and/or default on the part of SANParks: SANParks shall be entitled to purchase the 'business' (to be defined in the bid submission) from the

Private Party for a nominal value, with an option to purchase certain 'excluded assets' (to be defined in the bid submission, but including at least stock and goodwill related to the 'Business') at market value?

*Answer 164 Please phrase the question.*

Question 165 SANParks shall be granted a perpetual non-exclusive, royalty-free licence to continue using certain 'Transferable Licensed Intellectual Property' related to the 'Business'. It is essential to highlight that the perimeters of the 'Business' and 'Transferable Licensed Intellectual Property' must be defined more clearly in the PPP Agreement to ensure that it excludes the broader business and intellectual property our group.

*Answer 165 Noted and agreed.*

Question 166 Can the cost of Revamp the residential accommodation and the cost of the upgrading the restaurant be subtracted from anywhere at all?

*Answer 166 No, the PPP model was explained in detail during the bidders conference. Capital is invested and a PPP fee is payable and the Private Party needs to do calculations to make a fair return on investment over the contract period. Capital cost is not subtracted from PPP fees.*

Question 167 If the qualification criteria are being met by reference to any other companies, whether current or intended Shareholders or partners, then these companies must submit the same information. Does this require the Annual Financial statements for 2023 and Annual financial statements for 2024?

*Answer 167 Yes.*

Question 168 Clause 22.1 – Special Purpose Vehicle (SPV) Requirements: We would like to clarify the requirements outlined in Clause 22.1 (page 47). Our bidding entity, entity X, will serve as the Master Franchisor. A

Franchisee will be appointed upon award, and the SPV will be established thereafter. As the SPV does not yet exist, could you please advise how we should approach this requirement?

*Answer 168 Please note that the qualification will be done on turnover of the franchisor (entity X) plus turnover of the franchisee. Where a franchisee is not part of the tender, the franchisor's turnover need to reach the threshold as the franchisee not being known is R 0 – failure to reach the threshold by the franchisor only will result in disqualification.*

Question 169 Clause 21.2.1 – Financial Requirements:  
The RFP requires audited financial statements and annual reports for the last two years. To confirm, should these be the annual financial statements for 2023 and 2024?

*Answer 169 Yes*

Question 170 Clause 21.2.2 – Supporting Financial Information from Related Entities:  
If qualification criteria are being met by referencing other entities (e.g., shareholders or partners), are we correct in understanding that these entities must also submit audited financial statements for 2023 and 2024?

*Answer 170 Yes*

Question 171 With reference to point 21.2.3 of the RFP:

“If the financial criteria are met by companies which are privately held, and do not produce audited statements, or by private individuals, then these companies or individuals must produce a statement of assets, with confirmation of ownership, certified by a qualified auditor.”

We would like to clarify our approach in meeting this requirement. Our group of companies engages a professional accountant to compile

financial statements; however, he is not a qualified auditor. Therefore, we propose compiling a statement of assets for each relevant company, where the financial criteria are met by reference. Following this we will engage a qualified auditor to personally verify the assets on-site at each company and issue a certified report confirming the ownership and details of the assets for each entity. Kindly confirm whether this approach will be acceptable.

*Answer 171 This approach will be acceptable*

Question 172 Please clarify in line with Answer 7. As outlined SANParks wishes to mitigate risk where the franchisee loses the rights to use the franchise brand hence the proposed model. Please confirm whether the following is acceptable as the risk to SANParks will be fully mitigated:

- Provision of a letter from the franchisor authorising the franchisee to tender with the franchise brand;
- Submission of an agreement between franchisor and franchisee noting that if the franchisor retracts the franchisees rights to use the franchise brand contained in the bid during the contract term, the PPP agreement will automatically be ceded to the franchisor and the franchisor will be obliged to identify and appoint a suitable franchisee for the site (that complies with the qualification criteria as outlined in the RFP and which is approved by SANParks – with approval not being withheld unreasonably).

In addition, the PPP Agreement is to contain a clause noting this and a separate contract signed between SANParks and the franchisor where the franchisor accepts replacement of the franchisee on the PPP agreement with immediate effect following cancellation of the franchise agreement.

*Answer 172 The above will be acceptable.*

Question 173 We understand that the principle behind maintenance responsibility during the tenure of the PPP agreement going forward is that SANParks is responsible for major items and the tenant is responsible for minor maintenance. There is not much clarity around the issue of the state of structures at the date of handover to the successful bidders. We would like to suggest that the successful bidders and SANParks meet on site to agree any major maintenance issues existing at the date of hand-over and that SANParks will be liable for resolving these. This ensures that the structures at the date of hand-over align with the maintenance philosophy proposed by the RFP's.

*Answer 173 The process to meet on site and to agree on major maintenance issues is sound and will be arranged. It should be noted that SANParks might not be in a position to immediately address major maintenance issues but will note this and follow due process to get budget for this.*

Question 174 Can you please give clarification on the service of the thatched roof at Karoo National Park. Does the maintenance, combing, filling, etc. form part of the minor maintenance included in the 15 year contract. The reasoning is that the roof is in bad condition and leaks, the management of Karoo is aware of this and the issue has been raised by me and themselves due to the poor workmanship of the previous contractor. This has also been noted in our OHS meetings and minutes. There is a document on the website that mentions the maintenance but is Headed as Kruger National Park. I just want to confirm that it applies to Kruger National Park and not across the board for all PPP.

*Answer 174 SANParks acknowledges that the roof (inclusive of the restaurant and retail) requires repairs and the minor maintenance responsibility of the roof will only be transferred to the operator after SANParks managed to fix the roof to an acceptable standard.*

*The document headed Kruger National Park can be used as a base for maintenance responsibilities of the Private Party and of SANParks – refer Schedule 2 of the PPP Agreement.*