THE SOUTH AFRICAN NATIONAL PARKS ("SANParks")

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

Opportunity Nr 1: To operate the lodge accommodation of the Mitomeni 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.

Opportunity Nr 5: To operate the lodge accommodation of the Mpanamana Concession in the Kruger National Park.

Opportunity Nr 6: To operate the lodge accommodation of the Mutlumuvi Concession in the Kruger National Park.

20 October 2026

Please note that this is Part A of the full list of questions received. Part B will be uploaded on 21 October as we are awaiting input from SANParks divisions. If your question is not reflected here, please advise SANParks, via Jabulile Galane so that it can be addressed. The questions answered in previous rounds of the Q&A has a greyed-out background.

	Bidder Question	SANParks Response
1.	Requests for sensitive information such as staffing and plans/drawings.	NOTICE ON OBTAINING SENSITIVE INFORMATION IN RESPECT OF PPP OPPORTUNITIES ADVERTISED ON 7 JULY 2026 Please note that given the confidentiality of the information, bidders should request the information by email from Jabulile Galane, jabulile.galane@sanparks.org. The information will be emailed directly, it will not be uploaded on the Website. The information pertains to: • staff information (number of Staff that will form part of a Section 197 and the Cost to Company Value) • Available site and building plans
2.	Requests for information such as: 1. The KNP Concession Operations Manual 2. The KNP Roads Manual	Please note that these items will be uploaded to the SANParks Website. Bidders are reminded to monitor the SANParks Website continuously during this bid preparation period for additional information uploads or more recent versions of information uploads that may be in the process of being finalised.
3.	Request for information:	Please note that SANParks uses a Paterson Grading System. Bidders are to research the Paterson Job Grading System and align their bids

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	- SANParks Job Grading Schedule	accordingly.
4.	The minimum PPP rental fee differs for Mpanamana and Mutlumuvi Concessions between the RFP and the Information Memorandum?	Clause 17.2.1.2 of the Mutlumuvi RFP should read: *"Please note: SANParks will not consider a minimum fixed rental PPP fee of less than R210 000 per month in the first full year of operations and R250 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its PPP fee offer."* Clause 7.2.1.3 of the Mpanamana Information memorandum should read: *"Please note: SANParks will not consider a minimum fixed rental PPP fee of less than R410 000 per month in the first full year of operations and R510 000 per month in the second full year of operations. The Private Party should take this into consideration in developing its PPP fee offer."*
5.	The Bidders Conference conflicts with an industry association conference.	Please note that the date for the Bidder Conference is 20 August 2026 and will remain at that date and time as specified in the RFPs. Bidders may attend either physically at the venue to be confirmed or remotely

	Bidder Question	SANParks Response
		on the meeting link which will be confirmed. **Please note that the Bidder Conference has been postponed as per the notice provided.**
6.	May bidders attend all six site visits and decide thereafter as to which concessions they will bid for?	Yes, bidders may attend all site visits. SANParks encourages bidders to attend site visits. However, the specification of the RFPs should be noted: • *"A Bidder may submit a Bid response to a maximum of four (4) out of the six (6) Concessions Subject to this Retender."* • *"SANParks reserves the right to award or select the same Preferred Bidder for a maximum of two (2) Bids out of six (6) Concessions Subject to this Retender."* Bidders are reminded that they must register their intention to attend site visits with Jabulile Galane, jabulile.galane@sanparks.org.
7.	Generic Note on Monitoring the SANParks Website.	SANParks would like to take this opportunity to remind Bidders to monitor the SANParks Website continuously during this bid

	Bidder Question	SANParks Response
		preparation period for additional information uploads and responses to Bidder Questions.
8.	Generic Note on Bidder Site Visit Logistics.	Please note the logistics for each bidder site visit. General rules: • Please strictly follow these logistics instructions. • At no time should bidders wander by themselves on the properties either by vehicle or by foot. • Please keep questions to when we halt at intervals or for the start or end of the site visit. This ensures all bidders have the same information. • Please be cognizant of guests when taking photographs and keep voice levels to low as you move between rooms and buildings – all of the concessions are operating and many are fully occupied and we want to keep the impact on guests as limited as possible.

	Bidder Question	SANParks Response
		• Please ensure you leave sufficient time to arrive at the site visit on time. There will be no separate visits if a bidder is late. Site Logistics: • Tuesday 4 August 2026, Mpanamana Concession: o Site Visit Timing - 9h00 to 13h00 o Cell Number to Contact in case of issues: Jabulile – 072 359 9179. o Logistics – Convene at Shishangeni Lodge – a staff member will indicate where bidders are to park inside the staff camp. We will advise at the lodge on transport to satellite camps. • Wednesday 5 August 2026, Lwakahle Concession: o Site Visit Timing - 9h00 to 13h00 o Cell Number to Contact in case of issues: Jabulile– 072 359 9179.

	Bidder Question	SANParks Response
		o Logistics – Convene at Lukimbi Lodge – a staff member will indicate where bidders are to park inside the staff camp and where to convene for opening discussions. • Thursday 6 August 2026, Jock of the Bushveld Concession: o Site Visit Timing - 9h00 to 13h00 o Cell Number to Contact in case of issues: Jabulile – 072 359 9179. o Logistics – a staff member will indicate where bidders should park and where to convene for opening discussions. The bidders will be transported with concession vehicles to the lodges. • Tuesday 11 August 2026, Mluwati Concession: o Site Visit Timing - 9h00 to 13h00 o Cell Number to Contact in case of issues: Jabulile – 072 359 9179.

	Bidder Question	SANParks Response
		o Please take note that reaching the meeting place for this concession will take significant time as it requires significant driving on tar and dirt roads. Please obtain input from SANParks KNP staff on the driving time – if you are leaving from the Skukuza Rest Camp it is recommended to leave at 6am. Bidder can also enter from Orpen Gate to Talamati. o Please also note that connectivity is poor in this area and thus it may be likely you will not be able to reach another cell phone. o Logistics – Convene at SANParks Talamati Bush Camp. Vehicles will be parked here and the bidders will be transported with concession vehicles to the three lodges. • Wednesday 12 August 2026, Mutlumuvi Concession: o Site Visit Timing - 9h00 to 13h00

	Bidder Question	SANParks Response
		o Cell Number to Contact in case of issues: Jabulile – 072 359 9179. o Please take note that the plains camp is some distance from the main lodge and due to recent floods it is unlikely that this camp will be included in the site visit. We will ensure that recent photos and video information of the camp and roads status is provided to bidders. o Logistics – Convene at the Skukuza Camp Conference Centre parking. Vehicles will be provided from there to the staff area and lodge. • Thursday 13 August 2026, Jakkalsbessie Concession: o Site Visit Timing - 9h00 to 13h00 o Cell Number to Contact in case of issues: Jabulile – 072 359 9179. o Logistics – Convene at Skukuza Conference Centre Parking area. Vehicles will be parked here and the

	Bidder Question	SANParks Response
		bidders will be transported with concession vehicles to the concession lodges.
9.	Generic Note on Bidders Conference	Please note that bidders should register with Jabulile Galane, jabulile.galane@sanparks.org, by 13 August 2026 for attendance of the Bidders Conference. Please indicate the number of persons that will attend and if you will attend online or physically. Please monitor the SANParks Website continuously information uploads on the venue and online link. **Please refer to Question 5 response.**
10.	Generic Note on Residual Value Payment Obligation	In terms of the RFP, SANParks will contract with a new SPV for all Successful Bidders, even if a Successful Bidders happens to be an existing concessionaire. The requirement for payment of the Residual Value, will therefore apply to all Successful Bidders, irrespective of whether they are a current concessionaire or a new contracted Successful Bidder. Bidders must all apply an initial residual value in their financial plan.

	Bidder Question	SANParks Response
11.	Is it likely that the Residual Value will change and by how much?	As indicated in the RFP there is a likelyhood that the Residual Value could change during the bid preparation period. Bidders are advised to closely monitor the SANParks Website for uploads on changes to the Residual Value. The reasons for changes are the timing of Concession year end and availability of audited information on immovable assets as well as impact of the January floods and emergency projects to allow upkeep of the product to a standard aligned with customer expectations in order to fulfil bookings.
12.	Please could you elaborate on the pricing calculation for Clause 17.3.1 of the RFP.	SANParks will provide further elaboration with examples of the calculation at the Bidders Conference.
13.	Who owns the IP with respect to the trading names and lodge/camp names? Will these names be transferred as part of the concession, for the incoming concessionaire to trade under the existing lodge name should they choose to do so?	As specified in the draft PPP agreement IP of trading names are owned by the SPV unless the name is already owned by SANParks as it is an animal, place name, historic name already in existence in the KNP or elsewhere in SANParks. The transference of an existing name where IP exists is a discussion to take place between an incoming and exiting concessionaire or with SANParks depending on ownership of the IP.

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14.	Please can you assist with a point of clarification on paragraph 25.2 in the RFP relating to registration on the CSD. If a new company (SPV) is formed to submit the bid and be the bidder, is this the entity that must register on the CSD, i.e. it will not be one of the shareholders of this SPV.	Clause 25.2 of the RFP specifies "A Bidder must be registered on the government's Central Supplier Database and must provide its CSD registration number. Failure to do so will result in the Bid being disqualified." If the entity used for bidding purposes has no business track record it is recommended that the shareholders that have the track record (all shareholders) be registered on the CSD.
15.	If we submitted a % of revenue for pricing that was layered i.e at 50m revenue its 12%, at 60m its 15%, at 100m its 25%. Would you consider something like that? Of would you only like one number?	SANParks requires each Bidder to submit one flat Variable PPP Fee, expressed as a percentage of aggregate Gross Revenue, which will apply throughout the full 25-year contract period. A layered or sliding percentage based on different revenue levels will not be accepted. Bidders must also submit the projected annual Gross Revenue and resulting PPP fees in the table contained in Annexure 4. For standardisation and comparison purposes, Bidders must use an inflation rate of 5% per annum when completing their financial projections. The actual PPP Fee payable in each project year will be the higher of: · the applicable Minimum PPP Fee, increased annually by CPIX from year 3 onwards; or · the flat Variable PPP Fee percentage applied to

	Bidder Question	SANParks Response
		the actual Gross Revenue achieved. This aligns with clauses 17.2.1.1 and Annexure 4.
16.	We request clarification regarding Annexure 2, Functionality Evaluation Criterion 1.2.2, which requires: "Confirmation of funding available for 150 days from the date of Bid closure." We note that Criterion 1.2.1 separately requires the Bidder to provide a capital plan identifying: 1. the amount of capital required; 1. the proposed sources of funding; 1. the expected terms of proposed loans; 1. whether the necessary financing has been secured; and 1. appropriate proof thereof. In order to ensure that our submission complies fully with Criterion 1.2.2, kindly clarify the nature and level of funding	Yes, SANParks would regard a written confirmation from a recognised financial institution or funder as satisfying Annexure 2, Functionality Evaluation Criterion 1.2.2 where the institution confirms that it has considered the proposed transaction and is prepared to provide or make available funding up to a specified amount for the project, with such confirmation remaining valid for at least 150 days from the Bid closing date, but subject to customary finance conditions. SANParks understands that the final funding approvals and contracts will only be realized after a Bidder is announced as the Preferred bidder and negotiations take place up to financial close. SANParks confirms that the required funding evidence may comprise more than one type and source of funding. The funding must be confirmed in the Bid Submission – no earlier date is required.

	Bidder Question	SANParks Response
	confirmation that SANParks requires from a prospective lender or funder. Specifically, would SANParks regard a written confirmation from a recognised financial institution or funder as satisfying Criterion 1.2.2 where the institution confirms that it has considered the proposed transaction and is prepared to provide or make available funding up to a specified amount for the project, with such confirmation remaining valid for at least 150 days from the Bid closing date, but subject to customary project-finance conditions such as: 1. successful award of the concession to the Bidder; 1. final credit approval; 1. satisfactory due diligence; 1. agreement of final financing terms and security; 1. execution of satisfactory finance and project documentation; and	

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	1. satisfaction of customary conditions precedent? Alternatively, does SANParks require Criterion 1.2.2 to be supported by a fully credit-approved and legally committed funding facility that is unconditional, other than normal drawdown conditions, for the entire 150-day period? We would also appreciate confirmation as to whether the required funding evidence may comprise more than one source of funding, for example a combination of: 1. senior bank debt; 1. committed shareholder / equity funding; 1. subordinated or investor funding; and/or 1. committed working-capital facilities, provided that the combined evidence demonstrates availability of the funding required under the Bidder's submitted Financial and Capital Plan.	

	Bidder Question	SANParks Response
	This clarification will assist us in ensuring that the form of confirmation requested from prospective financiers is fully aligned with SANParks' requirements and avoids any ambiguity regarding compliance with Criterion 1.2.2. Please could you advise as to whether there is a specific deadline for the above to take place or is it assumed that provided it is confirmed in the Bid submission as required, there is no earlier deadline.	
17.	When will SANParks provide the revised schedule to Bid Submission	SANParks understands that this is a concern for Bidders. SANParks is confirming internal requirement deadlines before advertising the updated schedule but Bidders can be assured that sufficient time will be provided for Bidders to fulfil its bidding requirements and obligations.
18.	**Paragraphs 5.1, 5.6, section 7 of Paragraph 7.3, 9.1.2, 24.1 and 25.1** Paragraphs 5.1 provides that a Bidder may be "a single company, an unincorporated joint venture, consortium or trust". Paragraph 24.1 also expressly contemplates that the	The conclusion of the PPP Agreement by SANParks will be with an incorporated entity, whose operations must be ring fenced only for execution Project Deliverables. Where the Bidders have not established the SPV for purposes of RFP bid submission, bidders are required to submit the proposed Private

	Bidder Question	SANParks Response
	Bidder may be an unincorporated joint venture and section 7 of paragraph 7.3 and paragraph 9.1.2 state that "if the Bidder is a consortium or joint venture …" However, paragraph 25.1 requires that "a Bidder must form a specific company or special purpose vehicle (SPV) for the purposes of Bidding for this PPP opportunity. Failure to do so may result in the Bid being disqualified." Must the Bidder be an incorporated company or can the Bidder be an unincorporated joint venture, with an undertaking to incorporate a new special purpose vehicle if they are appointed as the Preferred Bidder, as contemplated by paragraph 5.6?	Party SPV shareholding structure and undertake to incorporate on selection as preferred bidder and successful conclusion of the PPP Agreement.
19.	**Paragraph 5.9** The Bidder is required to provide "information" on ownership of the entities of which the Bidder are comprised? What "information" is required to be provided?	Please note that the wording for Paragraph 5.9 states that: "Bidders **will** also be required to provide information on ownership of the entities of which the Bidder are comprised, together with organograms reflecting the ownership proportions." Paragraph 5.9 does not set a requirement. The requirements are in relation to ownership and the Bidder must read the RFP and where

	Bidder Question	SANParks Response
		information is requested from the Bidder as well as the Members, the Bidder must provide such information for the Bidder and the Members.
20.	**Paragraph 7.3 (Mandatory Returnable Documents)** 1. **Section 1 (Bid Bond) (and paragraph 20.4)** 1. Annexure 7 is bond that is valid "until the expiry of the PPP Agreement". No commercial bank is willing to provide a bid bond for a fixed term of 25 years, irrespective of whether the Bidder is not awarded the bid or not. Commercial banks will not issue a bid bond in the form of Annexure 7at bid stage as banks do not issue open dated bid bonds. 1. Can a Bidder provide a bid bond for a period of 180 days, on the basis that if the Bidder is appointed as the Preferred Bidder, a performance bond for R500,000 be provided until the expiry of the term of the PPP Agreement, as contemplated in paragraph 20.8 (which envisages that a performance bond will be provided by the Preferred Bidder, to replace the bid bond or, "if the	<u>Please note:</u> the Bid Bond will at the election of the Preferred Bidder be replaced by a Performance Bond once operation commences to the amount equal to R500,000 (VAT excl.) and will be increased annually on 1 April with CPI. Where the Preferred Bidder elects not to replace the Bid Bond with a Performance Bond, the Preferred Bidder will be required to provide SANParks with a Performance Bond prior to the signature and effective date of the PPP Agreement in the form attached in Annexure 7. Section 3 Answer: Yes the resolution must state that the Lead Member or Project Company resolves to bid for the PPP Opportunity on the terms and conditions of the RFP Section 4 Answer: Yes, the resolution must state that the Member resolves to bid for the PPP Opportunity on the terms and conditions of the RFP. Section 6 Answer: this relates to the AFS of the members to the bidder.

	Bidder Question	SANParks Response
	Preferred Bidder elects not to replace the Bid Bond with a Performance Bond, the Preferred Bidder will be required to provide SANParks with a Performance Bond ….. in the form attached as Annexure 7"). 1. In other words, it appears that the form of bond that SANParks requires from the Private Party, for the duration of the PPP Opportunity, is the bond in the form of Annexure 7, and that the form of bid bond required simply to bid for the PPP Opportunity is different to Annexure 7. 1. **Section 3 (Lead Member or Project Company Resolution)** What must this resolution provide? That the Lead Member or Project Company resolves to bid for the PPP Opportunity on the terms and conditions of the RFP? 1. **Section 4 (Resolution of each member other than the Lead Member)**	Section 7 Answer: See response to question 21. Section 9 Answer: Please see answer in 14 above

	Bidder Question	SANParks Response
	What must this resolution provide? That the Member resolves to bid for the PPP Opportunity on the terms and conditions of the RFP? Presumably this requirement is only applicable to members of the Bidder that are juristic persons, and not natural persons? 1. **Section 6 (AFS for 3 years) (and paragraph 9.1.4)** To whom is this requirement applicable? To each member of the Bidder if they are juristic entities that produce audited financial statements? A newly formed SPV, or an unincorporated joint venture, will not have any financials as it is newly formed. 1. **Section 7 (Financial Strength of Shareholders) (and paragraph 9.1.2)** The requirement is that "if the Bidder is a consortium or joint venture, it must demonstrate financial strength with reference to the asset value of its partners/shareholder in proportion to their shareholding". Is the requirement here to	

	Bidder Question	SANParks Response
	show what percentage of at least R10m each partner/shareholder has in the Bidder? 1. **Section 9 (CSD registration)** If the Bidder is a joint venture, can the Lead Member register on the database?	
21.	**Paragraph 9.1.4** This requires a letter "confirming that the asset value exceeds the stipulated amount". Is this the asset of the Bidder? What is "the stipulated amount" referred to here - R10m?	Yes, this is the existing asset value of the Bidder (if there is more than one shareholder then it is the combined asset value). Yes, as per Paragraph 9.1.1 of the RFP the value refers to R10 million.
22.	**Paragraph 13 (Form and content of Bid Submission) - Envelope 1, Part B, Technical Proposal** 1. We note that the "original" of all the information is required to be provided. What "originals" are required, as there are no "originals" of these documents?	ii. The submission must consist of [one] original physical document and [one] electronic copy of the Bid document / [one] electronic copy (link details to be provided at Bidder's Conference). The Bidder's Envelope 2 (Financial Proposal and B-BBEE Proposal) must consist of [one] original physical document and [one] physical copy. iii. Yes, you can request twice.

	Bidder Question	SANParks Response
	1. Part B.1 requires “the original of the Bidder Information in the format given in Annexure 1A” (this comprises Financial Requirements and Tourism Track Record). Part 1 of Annexure 2 (the Functionality Scorecard), the Financial and Capital Plan, appears to be the same as the Financial Requirements of Annexure 1A. Should the information required under “Financial Requirements” in Annexure 1A be provided twice – once for B.1 and again for B.4? 1. Similarly, Part 2.1 of Annexure 2 is the same as Annexure 1B. Is the requirement to provide the same information twice (to satisfy the requirements in B.2 and B.3)? 1. For Part B.3, please clarify if the requirement here is to submit the information set out in Section 2.2 of Annexure 2 (the Functionality Scorecard) or are other sections of the Functionality Scorecard relevant and must be included here?	iv. Yes, you can request twice. v. Note that specific information is required that are compulsory documents, the same is then also used for scoring purposes as part of the Functionality. The compulsory tick list is provided to guide the Bidder to ensure the information is provided.

	Bidder Question	SANParks Response
	1. For Part B.4, please can you clarify if the requirement here is to submit the information set out in Section 1 of Annexure 2 (the Functionality Scorecard) or are other sections of the Functionality Scorecard relevant and must be included here? 1. For Part B.5, please clarify if the requirement here is to submit the information set out in Section 3 of Annexure 2 (the Functionality Scorecard) or are other sections of the Functionality Scorecard relevant and must be included here?	
23.	**Paragraph 17.2 and Annexure 4 (PPP Fee Offer)** 1. SANParks has advised that the Minimum PPP Fee Offer provided by the Bidder must be increased annually by CPIX from year 3 onwards. How will SANParks fairly compare different bids which have varying inflation assumptions? Presumably SANParks will apply the same forecasted CPIX to all bids in order to fairly compare the different bids and to ensure that all bidders are treated on the same basis? Obviously using	Please refer to the response to Question 15 in respect of CPIX. Please note that no NPV is calculated for scoring the price. Please refer again to the response to Question 15. The table indicating detail is for the purposes of ensuring the same methodology is followed to determine gross revenue. A Bidders must make a firm price offer based on its estimations of performance. SANParks assume bidders have the knowledge and experience to prepare informed and realistic projections of

	Bidder Question	SANParks Response
	different rates of CPIX significantly affects the forecasted figures. Surely, in order for the tender process to be 'equitable', the applicable inflation assumption should be provided by SANParks/the transaction advisor or inflation should be excluded from the PPP Fee offer computation or the same forecasted inflation rates used for the calculation of "Pt" must be applied, so that all bidders are treated on the same basis? 1. Will a 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? 1. We note that the Bidder must project the fees payable to SANParks based on its projected budgets and forecasts. Again, how will SANParks fairly evaluate the fee offer, given that the projected budgets and forecasts – which are merely assumptions, and may not be accurate or realistic - may be very different? How ill SANParks factor in the fact that the projected turnover is	performance and bid a realistic % of gross revenue fee offer at a realistic average nominal gross revenue value per annum over the contract period. Yes the bidder is committed to its % of gross revenue fee offer at a realistic average nominal gross revenue value per annum over the contract period. ***Note the following as per the RFP 28.2: Please note: The actual PPP Fees to be paid to SANParks will be the higher of the Minimum Committed Concession Fee and the Flat Variable Percentage Offered of Actual Gross Revenue achieved.***

	Bidder Question	SANParks Response
	dependent on the success of the operating entity, and the turnover projections are only assumptions? 1. Is the Bidder committed to its Variable PPP Fee Offer, whether or not the Bidder achieves the forecasted gross revenue? What happens if the forecasted revenue is much lower than assumed?	
24.	**Below are possible scenarios** 1. Scenarios in respect of inflation. 1. Scenario 1 – has no inflation 1. Scenario 2 – has inflation at 5% per year for 25 years 1. Scenario 3 – has inflation at 6.5% per year for 25 years 1. Scenarios that include a PPP offer with two parts: 1. Minimum PPP Fee offer (with & without inflation)	No NPV calculation will be used for scoring the PPP Fee Offer. Bidders must submit: 1. the Minimum PPP Fee for years 1 and 2, subject to the minimum amounts specified in the RFP; 2. one flat Variable PPP Fee percentage applicable throughout the 25-year contract period; and 3. the projected annual Gross Revenue and resulting PPP fees for the full contract period, using an inflation assumption of 5% per annum for standardisation purposes. The PPP Fee Offer used for price evaluation will be determined from the projected annual PPP fees reflected in Annexure 4. For each year, the applicable projected PPP fee will be the

	Bidder Question	SANParks Response
	1. Variable Fee Offer with forecasts (with & without inflation). Which of these numbers will be used to evaluate the bid ?	higher of: · the Minimum PPP Fee; or · the flat Variable PPP Fee percentage applied to the projected Gross Revenue.
25.	**Paragraph 17.3.2.2 (BBBEE specific goals)** 1. Please confirm that if the Bidder has a consolidated B-BBEE Contributor status of Level 4 they will be awarded the 2 points, irrespective of the consolidated B-BBEE Contributor status of the other bidders? (i.e. even if the other bidders have a Level 1, 2 or 3 status)? 1. How are the 8 points allocated as between the Year 1 target and the Year 3 target on the B-BBEE Project Scorecard? Please can it be clarified whether the 8 points will be allocated based on year 1, year 1 and 2 together, or year 3?	i. Yes. The B-BBEE Contributor Status is assessed on a bidder-by-bidder basis, with the status being determined on a consolidated scorecard in respect of the bidder's shareholders. Accordingly, a bidder that meets the stated Level 4 threshold will be awarded the applicable 2 points, irrespective of the B-BBEE Contributor Status of the other bidders. ii. The 8 points is allocated for the BEE Commitment Plan and will be scored during the adjudication phase.
26.	**Paragraph 20.8 (Performance Bond)**	Please note that the performance bond is not subject to VAT.

	Bidder Question	SANParks Response
	We note that the performance bond is for an amount of "R500,000 (VAT excl)". Is VAT payable on the performance bond?	
27.	**Paragraph 24.2.1 (Annexure 1A – Qualification Submissions)** There is a requirement here to "refer also to the Annexure 2 Functionality Evaluation Schedule relevant sections". Please can you clarify exactly what must be submitted under paragraph 24.2 to demonstrate the Bidder's Tourism Track Record.	Functionality Criteria 2.1.1, 2.1.2 and 2.13 of the RFP applies.
28.	**Section 2.1.1(a) of Annexure 2 (Functionality Scorecard)** What minimum period is being referred to here?	Please refer to paragraph 9.2.1.1 of the RFP - "Lodge operation experience of an upmarket to luxury nature with a minimum of 5 years' experience".
29..	**Concessionaire Risk Matrix -Annexure 2 (Functionality Scorecard)**	Please refer to 17.1.1.1 of the RFP – "The functionality aspects of a Bid will be scored out of 100 points. A Bidder must achieve 80% of the total functionality points in order to pass. **The minimum threshold to**

	Bidder Question	SANParks Response
	Is there a minimum acceptable risk allocation or percentage per category in the Concessionaire Risk Matrix?	**pass any Functional Criteria sub-category (i.e. Financial and Capital Plan, Business and Operational Plan, Environmental Plan, Risk Matrix and) is 50%**."
30.	**Annexure 3 (B-BBEE Obligations)** 1. Is a Bidder entitled to use the YES programme to satisfy its BBBEE obligations in Annexure 3? 1. Can the modified flow-through principle be applied for the purposes of Annexure 3.	i. A bidder may use the YES programme ii. The RFP does not make provision for such.
31.	**PPP Agreement - Procurement Recognition** Please see our interpretation of the SANParks Procurement Recognition in the PPP Agreement is as per the table below marked "SANParks Procurement Recognition": The SANParks Project Scorecard appears to give less recognition for Levels 1 & 2 than the BEE Tourism Scorecard, and more recognition for levels 5, 6 & 7. Why would SANParks deviate from the national norm?	The SANParks Procurement Recognition levels take into account the nature of the project/concessions, operations and duration.

	Bidder Question	SANParks Response
32.	**PPP Agreement - Calculation of Gross Revenue** 1. We see that the Gross Revenue is calculated not only on the Gross Revenue of the Private Party, but also its Subcontractors. These would include the revenue of any businesses, unrelated to the Private Party, which are contracted to refurbish/improve/develop the Concession Area. The term "Subcontractors" is very widely defined, and includes "any subcontractor who has contracted directly with the Private Party in respect of any of the Project Deliverables". "Subcontractors" would therefore include all third parties who, for example, are sub-contracted to refurbish the lodge, supply wood, transport guests, transport staff, provide laundry services, implement pest management services and the like. This is because the definition of "Project Deliverables" is very widely drafted, and includes the refurbishment and financing he Facilities, the provision of tourism accommodation and all its ancillary services, the achievement of the B-BBEE	i & ii - Yes SANParks confirms it is not the intention that the gross income of the businesses of each of these sub-contractors, that provide services to the Private Party, to also be included in the definition of "Gross Revenue" for the purposes of calculating the PPP Fees. For the purposes of the PPP Fee Offer the intention of including subcontractors is in respect of calculating any **revenue generating** "activities" or "deliverables" where the bidder may subcontract the delivery to another party. As SANParks cannot foresee the basis of such arrangements (for example rental fee or other), the requirement is to ensure all potential revenues are included in calculation of the PPP Fee Offer. iii. Correct Clause 17.2.1.5 "trade discounts granted in circumstances that are at arm's length" should read "trade

	Bidder Question	SANParks Response
	Obligations and the exercise and performance of all other rights of the Private Party. Please confirm that it is not the intention of SANParks that the gross income of the businesses of each of these sub-contractors, that provide services to the Private Party, to also be included in the definition of "Gross Revenue" for the purposes of calculating the PPP Fees? 1. How is it intended that "Gross Revenue" be calculated before deducting commissions and trade discounts? Trade discounts, particularly for the international trade of which 90% of the concession market is made up of, are from 20-30% trade discount. Nett rates are negotiated with the operators. Trade discounts and commissions are real deductions incurred against revenue. GAAP & IFRS require that revenue be disclosed net of trade discounts and only recognise the amount you expect to receive.	discounts granted in circumstances that are at not at arm's length". ii, iv, v, vi, viii - As SANParks cannot foresee the basis of all arrangements the examples indicated as revenue treatment is to ensure all potential revenues are included in the calculation of the PPP Fee Offer. This refers to the revenue actually received and "kept" as its income at the end of any transaction by the Private Party and accordance to standard accounting principles. vii - Please note the discount or special rates to the domestic market is encouraged. It is not an element that will be evaluated separately. It is the bidder decision on how to apply this practice and accordingly the impact it will have on rates and gross revenue and its eventual PPP price offer.

	Bidder Question	SANParks Response
	1. Is clause 17.2.1.5 of the PPP Agreement not intended to read: “Trade discounts granted in circumstance that are NOT at arm’s length” 1. Why are bad debts added back and bad debts recovered excluded? Surely, bad debts should be deductible, provisions can be added back? 1. Why would commission actually paid, for example to booking.com, which is a deduction against revenue actually incurred, not be deductible? 1. It is normal market practice in the travel industry to offer incentives to travel agents and guests, for example, pay for 2 nights, Stay for 3. Is it intended that variable fees are paid based on a special offer rate are “added back” to the Gross Revenue? 1. It is also normal practice for different rates to be offered to for SADC residents vs non SADC residents (in fact, as the Private Party is encouraged to give discounted rates to domestic visitors – see clause 17.6). Is it intended that the PPP fee payment is calculated	

	Bidder Question	SANParks Response
	before the discount for domestic visitors and yet the Private Party is encouraged to offer discounted rates? 1. What is envisaged by Gross Revenue including "commissions received or receivable" in cluse 17.2.2.1? What is intended to be included here?	
33.	Can you please provide a standard rate for inflation and interest for the purposes of the NPV. These values can not be known and have a big impact over 25 years. An NPV comparison without a standard interest rate is meaningless.	Please refer to the response to Question 15 in respect of CPIX. Please note that no NPV is calculated for scoring the price. Please refer again to the response to Question 16. The table indicating detail is for the purposes of ensuring the same methodology is followed to determine gross revenue
34.	We note you need more time to consult for the environmental information requested and we do understand this and we thank you for looking into this on our behalf. We note SANParks' decision not to release copies of the existing water licenses until the preferred bidder stage. We understand that SANParks must manage the flow of information to all bidders and that the successful bidder will	SANParks will not provide Water Licenses until the preferred bidder stage. Please note though that SANParks has confirmed that all licenses for the six concessions are valid and compliant. Bidder can request the Water License Act documentation from Jabulile Galane.

	Bidder Question	SANParks Response
	eventually be responsible for obtaining all necessary environmental approvals during the two-week clarification period for the successful bidder. However, for the purpose of our due diligence, we believe this creates a material information gap. Per Section 10.1.1 of the RFP, the due diligence process is specifically intended to allow bidders to 'ascertain all information they need to present informed and competitive Bids'. Without viewing the specific conditions of the licenses, we are unable to fully assess the risk of a material breach. This is particularly concerning given that Clauses 23.2 and 23.3 of the draft PPP Agreement require the Private Party to hold the Water License and indemnify SANParks against any losses arising from its contravention. It is difficult to accept a full indemnity for a regulatory document that remains undisclosed during the proposal stage. While we are aware of the water allocation formula provided in the individual Information Memoranda by SANParks, those figures are based on bed-count estimates for modelling purposes and do not reflect the actual technical or legal constraints of the formal water license set by Department of Water and Sanitation.	

	Bidder Question	SANParks Response
	In respecting the decision to not disclose the actual document in full, we would appreciate if SANParks could give us a summary of conditions so we can see if there are any unusual conditions or monitoring requirements, as well as the authorized extraction volumes and the expiry date of the current licence for the four concessions mentioned below to ensure our modelling is based on valid regulatory assumptions. Thanks for the clarity on the impact of the flood on Jakkalsbessie. As no other site is mentioned in your response to the flood damage question, can we assume none of the others has been affected? I omitted to request a copy of the KNP Management Plan – while this is not specifically sensitive information, please may we request a copy of this document for our review.	
35.	A few questions on the BBBEE submission 1. When the SPV starts, there won't be any revenue figures as it wouldn't have traded. Would we then be	No. A recently formed or incorporated entity that has been in operation for less than one year is classified as a Start-up Enterprise. A start-up enterprise does not include any newly constituted enterprise which is merely a continuation of a pre-

	Bidder Question	SANParks Response
	classified as an EME ? and then that changes in y2 and y3? 1. Is the 40% black woman ownership a requirement from day 1 that results in us being removed form the tender? Or is level 4 the target for day 1? We have considerable black ownership, it is male owned however. 1. What is the male and female ownership of the community 10% in the SPV?	existing enterprise. Thereafter, if SPV generates an annual turnover of R0 and less than R10 million, it will be classified as an Exempted Micro Enterprise ("**EME**"). The 40% black woman ownership is a requirement from day one. In terms of the B-BBEE Project Scorecard the percentage share of exercisable voting rights as reflected by direct shareholding of Black Women in the Private Party, to which Black Women are entitled is 40%. This will be known once the Bidder is informed on the identity of such community or Dispossessed Land Owner
36.	Please can you share with us the updated Quarterly Tourism Demographics and Stats for 2024 & 2025.	The updated Quarterly Tourism Demographics and Stats for 2024 & 2025 was provided in the Information Memorandi. The updated Quarterly Tourism Demographics and Stats for 2025 & 2026 will be uploaded to the SANParks Website.
37.	General Note on the Pricing Formula	Please note that the pricing formula of in paragraph 17.3.1 of the RFP should read: Ps = 90 (1+(PT - P max/P max))

	Bidder Question	SANParks Response
38.	Protecting the architectural envelope with minimal footprint interventions. **Question**: Where an operator explores alternative roofing solutions — including like-for-like natural material renewal as well as other compliant alternatives — that differ from the current specification, if an inherited roof requires significant renewal (rather than routine patching) within the first 18 months to meet structural safety codes, is this classified as a deferred statutory compliance upgrade creditable against minimum development obligations, or does it require separate approval as a new development?	Changing 'existing' roof under current EMP approved footprint shouldn't impact or create an environmental concern. However any improvements need Sector Ranger approval and pending the extent or interference envisaged that may impede SANParks regulation will be reviewed by SANParks technical on a case by case basis. Such cannot be determined at Bidder stage.
39.	Sustainable on-site circularity during structural works. **Question**: Where damaged stone walls or gabions require reconstruction, will SANParks confirm that sorting and reusing existing demolition rock/masonry salvaged from the authorized site footprint is fully permitted without requiring a separate river-sand/gravel quarry permit?	Process is covered and contained within the Concession manual. Reference to clause: 1.3.9 46 (3) No person may remove sand, rocks, or firewood from the veld without permission from the SANParks. 2.1.4 No person may, without permission from the Director: KNP or an official from the Nature Conservation Department, remove tree trunks,

	Bidder Question	SANParks Response
		sand, soil or rocks from the veld. These items may only be removed from places indicated by an official from the Nature Conservation Department. 6.4.2 Guidelines Rocks - The collection of rocks and stones will only be allowed under specific conditions and circumstances, i.e., rocks that had to be removed during the construction of roads, can be used for erosion control (packing gabions, etc.) The Sector Ranger will make the final decision on the collection and use of rocks in a Concession Area. In terms of on-site crushing of material for grade material, this will need to be taken up post appointment not during bidding as there isn't specific mention of such within the current guideline.
40.	Testing regulatory thresholds regarding non-combustion utility upgrades and diesel elimination. **Question**: If an SPV deploys a containerised, utility-scale non-combustion baseload generation technology sized to site energy demand — effectively eliminating routine diesel combustion and relegating existing diesel sets solely to	Extract from tender: SANParks is bound by a number of statutes with relevance to environmental management of Parks, including (without limitation) the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) (NEM:PAA); the National Water Act, 1998 (Act No. 36 of 1998); the Water Services Act, 1997 (Act No. 108 of 1997); the

	Bidder Question	SANParks Response
	emergency standby — what are the specific NEMA EIA thresholds for decommissioning the legacy bulk diesel storage, and does SANParks offer acoustic or emission baseline exemptions for this class of technology?	National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA); the National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004); the Hazardous Substances Act, 1973 (Act No 15 of 1973); and the National Heritage Resources Act, 1999 (Act No 25 of 1999). Bidders are encouraged to engage a service provider expert in these standards to include into their plan in respect to compliance with the regulations stated. SANParks technical still to advise on Exemptions on acoustic. Nothing noted in manual in respect to this specifically
41.	Smoothing institutional CapEx over 20–25 year cycles via reserve provisioning. **Question**: Will SANParks confirm that establishing a formal, contractually ring-fenced Revenue Reserve (a fixed percentage of gross revenue dedicated to cyclical soft and hard asset refreshes) fully satisfies the long-term capital maintenance submission criteria?	SANParks will accept the use of reserve provisioning.

	Bidder Question	SANParks Response
42.	Bidders cannot perform invasive structural or subterranean testing during the tender site visits. **Question**: Considering the limitations on invasive due diligence during the tender phase, is SANParks willing to cap or share the SPV's liability for pre-existing, concealed environmental contamination or subterranean structural failures discovered during the first 12 months of operations?	I can appreciate that bidders wish to manage the risk of what they will be taking over. According to 13.3.2. on the PPP Agreement, it is the full responsibility of the bidder.
43.	Protecting the SPV from hostile termination during severe macro-economic downturns or unseen operational delays. **Question**: Does SANParks offer any formalized payment holiday or standstill grace period on the Minimum PPP Fee before triggering the 3 month termination clause under 17.5.2, specifically in cases where external infrastructure failures (e.g., prolonged regional power or water grid collapse) halt commercial operations?	No. SANParks will not offer any formalized payment holiday or standstill grace period on the Minimum PPP Fee before triggering the 3-month termination clause under 17.5.2, where external infrastructure failures, as reasons for such failures does not constitute force majeure.

	Bidder Question	SANParks Response
44.	Clarifying seasonal luxury trails and pop-up camp allocations omitted from site briefs. **Question**: Where a concession includes rights to operate seasonal fly camps, can SANParks provide the approved geographic coordinates and bed allocations for these sites, and confirm the procedure for seasonally rotating fly camp locations under the EMP?	Bed allocations are fixed for the purposes of the tender. This may be amended through application by each concessionaire on a case-by-case basis. (Including Fly camp, subject to both EMP and SANPARKS technical specifications provided.) The application cannot be done during tender. It will be bidder own risk to unilaterally allow for additional numbers not approved, especially considering the EMP processes.
45.	Ensuring mathematical precision in NPAT-linked transformation spend. **Question**: For Supplier Development, Enterprise Development, and Socio-Economic Development NPAT-linked targets, how is compliance measured during the initial development/construction years if the SPV operates at a net accounting loss prior to reaching stabilized occupancy?	On the RFP and PPP Agreements, the targets remain the same throughout the duration of the term.
46.	For Lukimbi: Water: WULA	Please see response on Water Licenses above.

	Bidder Question	SANParks Response
	Has the water use been licenced/registered? Please can we be provided with a copy of the current Water Licence Water Quality: What do the Lab results indicate and can we get a copies of the most recent results Boreholes: Please can we be provided with the yields per hole (2 boreholes were mentioned) as per the water licence, as well as the registrations of the boreholes Waste Removal Does the municipality collect the waste or does the concession pay for independent waste collection Record of Decision (ROD) Please can we get a copy of this Diesel Tank The RFP says this must still be constructed. Why, if there are tanks there already EIA	The environmental audit reports provided as additional sensitive information that can be requested makes reference to the water tests and licence. Not all concessionaire own their own diesel tanks. Several are rented from a local service provider. In the case where concessionaire have their own, an assessment still needs to be undertake to align with the technical specifications of SANParks as some of these systems may not be compliant. Drawings provided is as per what SANParks has on file. Query to be raised to section ranger on flooding. On the lightning rods, included in the information Memorandum were the following condition: • SANS 10313: Lightning Protection of Structures • SANS 62305: Protection against lightning

	Bidder Question	SANParks Response
	Please can we get a copy of these Building Plans Please can we get copies of the As built drawings. The current concessionaire says these were scanned by SANParks Environmental Audits Please can we get copies of the reports for the last 5 audits performed Floods If the concessions is cut off from Malelane what happens then How many times has the Lwakahle caused damage to the guest units Fire Is there no requirement from SANParks for lightning rods to be installed. If not, why not as these are thatch roofs	According to SANS 10313 and 62305-3, lightning rods (air terminals) are the primary, engineered interception components of a broader air-termination system designed to protect structures from direct strikes. These standards mandate specific, mathematically derived placement methods—such as the rolling sphere, protective angle, or mesh methods—along with strict material corrosion resistance and mandatory, safe routing to ground for proper function

	Bidder Question	SANParks Response
45.	1. Has a specific community been paired with each concession? 1. We already have members of these communities as employees. How would this impact the pairing. 1. Who are the members of these communities? 1. What percentage of these communities would be Black Women? 1. What skills are available in these communities? 1. What are the leadership structures of these communities and how are they chosen. 1. How would future dividends be shared and distributed between the community members.	1. There is no allocation of specific communities to individual concessions. The Dispossessed Landowner Communities will collectively form a trading entity under the Joint Management Board, and their participation in the 10% free equity will be through this trading entity. 2. Your existing employees are not affected by this agreement. The undertaking is only as positions (of the level specified) become vacant that it be offered to Dispossessed Land-Owner Communities. Concessions will advise SANParks of vacant positions and via the Joint Management Board appropriate names will be made available. 3. The names of the individual members are not publicly disclosed. However, the beneficiaries comprise land claimants who lodged their land claims collectively as communities and whose claims have been recognised through the land restitution processes.

	Bidder Question	SANParks Response
		4. Such information will be provided by the Joint Management Board if deemed necessary for the purposes of actions or activities. 5. Such information will be provided by the Joint Management Board if deemed necessary for the purposes of actions or activities. 6. Such information will be provided by the Joint Management Board if deemed necessary for the purposes of actions or activities. 7. Such information will be provided by the Joint Management Board if deemed necessary for the purposes of actions or activities.
46.	At the site visit to Jock Safari Lodge on Thursday 6 August 2026 SANParks commented that the beds allowed have been changed from 30 beds (22 guest beds and 8 staff beds) to 33 beds.	Maximum occupancy number during technical inspection and confirmation by concessionaire that the EIA had a cap of 30 person overnight max. However the latest concession manual attached as shared on the tender portal states 33. See page 26 clause 6.8.2(i).

	Bidder Question	SANParks Response
	Please can this be explained and confirm what is the number.	Bidders are instructed to use 30 beds (22 guest beds and 8 staff beds) for bidding purposes.
47.	We reference to the Request for Proposals issued by SANParks in respect of the Mutlumuvi concession dated 3 July 2026 (the RFP) **Paragraph 3.2.2,** Please may we see copies of, or be advised of the material terms of, the settlement agreements, given that Bidders are required to give 10% free equity to the Dispossessed Land Owner Communities, and a centralised fund is to be established for these Dispossessed Land Owner Communities, presumably in terms of these settlement agreements?	The "settlement agreement" is in the form of a Beneficiation Agreement signed between SANParks and the Dispossessed Land Claimant Communities and is a legal agreement between these parties. This agreement(s) will not to be shared outside of the signatory parties. SANParks has ensured that the beneficiation agreement requirements as it pertains to these six concessions have been incorporated in the RFP. In implementing the beneficiation requirements Concessionaires are not required to interact with the Dispossessed Land Claimants directly but only with SANParks.
48.	**Paragraph 3.2.3.3 and paragraph 25.4.1.2** Paragraph 3.2.3.3 requires the Private Party to set aside 10% equity to be issued to an entity	The requirement at this point is for the Bidder to illustrate the 10% free carry to be reflected on its organisational structure diagram. SANParks will announce as to whether the Bidder's 10% free carry will be

	Bidder Question	SANParks Response
	established by or on behalf of “Dispossessed Land Owner Communities” Paragraph 25.4.1.2 requires an organisational structure diagram reflecting, amongst other things, “the 10% free carry participation Dispossessed Land Owner Communities or Local Communities”. The definition of “Free Carry” is defined at the end of Annexure 3 (the BBBEE Scorecard) also refers to the ownership stake that will be granted to Dispossessed Land Owner Communities / Local Communities”. Can the 10% free carry equity participation be issued to Dispossessed Land Owner Communities, or can this be issued to Local Communities? Who decides this?	allocated to a Dispossessed Land Owner Community or Local Community.
49.	**Paragraph 3.2.3.4** Please can you provide details on the “centralised fund established and managed by the Dispossessed Land Owner Communities on terms and conditions agreed by	The terms and conditions forms part of the Scorecard in the PPP Agreement, in that the Concessionaire is already being made to agree to at least to 20% (twenty percent) minimum of all procurement spend to be from Dispossessed Land Owner Community entities.

	Bidder Question	SANParks Response
	SANParks and the Private Party". How and when will these terms and conditions be agreed between SANParks and the Private Party?	The centralised fund has not yet been established. The Private Party will be engaged in the development of the terms and Conditions.
50.	**7.3.3 Objective criteria** In an effort for SANParks to ensure meaningful participation of Black Women, Youth, Local Communities and Dispossessed Land Owner Communities to the commercial activities and opportunities in the Kruger National Park, SANParks reserves the right to appoint a Bidder who has scored the highest points for their B-BBEE Proposal, that exceed the minimum compliance Targets, has better commitments and targets for empowerment of Black Women, Youth and Communities as set out in Annexure 3 (B-BBEE Obligations), even if such Bidder did not score the highest points in term of price. Can we please have more clarity on the above and the objective criteria that would be applied in making the above override	SANParks will make a consideration based on the identified objective criteria set out in the Project Scorecard relating specifically to Black Women, Youth, Local Communities and Dispossessed Land Owner Communities and the scores achieved against these specific targets

	Bidder Question	SANParks Response
51.	In Annexure 3 (page 63 of the RFP), the stated percentage under B-BBEE in the matrix, for spend on skills development in the compliance target column is 3% of NPAT. On page 64 in the text under Measurement Category and Criteria it states the target is a percentage of Leviable amount. This 3% Leviable amount is the normal skills spend target. Can we confirm it is 3% of leviable amount not NPAT. Please note this also carries through to the scorecard in Schedule 5 of the PPP agreement	Yes, it is 3% of the leviable amount, not NPAT. Please note this will be corrected in the Scorecard via an Erratum.
52.	We use and will continue to use the YES programme for learnerships and targets in this arena. We also currently use the YES programme at 100% at their target to gain a one level upgrade on the Scorecard. Annexure 9 of the RFP, Assistance to Bidders, under Other sources of financial assistance and Incentive Schemes, lists YES (Youth Employment Scheme) and under benefits states " Enhanced overall B-BBEE status with up to 2 levels for enterprises." Can we therefore assume that the YES level	Bidder may use such programmes they deem necessary to meet the requirements set out in the B-BBEE Project Scorecard. Bidders must also have regard of the requirements pertaining to local communities and DLOCs.

	Bidder Question	SANParks Response
	upgrade benefit will apply to the SANParks B-BBEE scorecard that will be applied for the concession period?	
53.	SANParks remains non-B-BBEE compliant. Will SANParks become compliant before the new concessionaires are scored against the SANParks scorecard? The concession fee is a significant expense for the private concessions for which a 0% recognition is attained with a non-compliant supplier.	The PPP Fee is excluded from the Total Measured Procurement Spend in the B-BBEE Project Scorecard.
54.	Accurate demographic modeling requires strict alignment with the Paterson bands. **Question**: Given the B-BBEE Scorecard excludes "categories C and above" from the 75% Black employee target, can SANParks confirm if Paterson Band B (Supervisors) are included in this general staff metric, and whether all of Band C (Routine to Interpretive) is strictly scored under the Junior/Middle Management categories?	The B-BBEE Scorecard requirement excludes any management and supervisory positions.

	Bidder Question	SANParks Response
56.	Ensuring incoming SPVs do not absorb the outgoing operator's uninsurable disaster liabilities. **Question**: Will SANParks confirm if the "emergency projects" relating to the January floods were offset by insurance proceeds, or is the outgoing operator's emergency CapEx effectively affecting the acquisition cost for the incoming SPV?	SANParks is indemnified against private party damages, in accordance with 13.5 it is the Private Party's responsibility that it is satisfied with the Project site conditions and concession area
55.	The SPV must protect its capital if the outgoing operator fails to maintain the assets in the final weeks. **Question**: If the joint handover inspection reveals sudden critical dilapidation, structural failure, or missing immovable assets just prior to the Long Stop Date, will SANParks allow a proportionate withholding or escrow of the RV payment until the outgoing operator rectifies the damages?	SANParks is indemnified against private party damages, in accordance with 13.5 it is the Private Party's responsibility that it is satisfied with the Project site conditions and concession area.
56.	Enhancing natural flood resilience while maintaining existing building layouts.	This is a novel idea. However the current status quo remains for Bidding purposes. Once a Bidder becomes the operator these ideas can be discussed with KNP.

	Bidder Question	SANParks Response
	Question: If a Site Development Plan proposes replacing an existing access road with a dry riverbed landscape to restore natural drainage, does this qualify as standard decommissioning under Section 15 of the Roads Manual, or does it trigger a separate EIA?	
57.	Accurately calculating the total utilization of the fixed game drive road allocation. **Question**: If an operator constructs approved access/egress spurs into a dry riverbed as per Section 6.7.4 of the Roads Manual, do the actual kilometers driven within the sandy riverbed itself count towards the concession's total fixed road allocation, or only the constructed access spurs?	Currently the Operations Manual does not have a provision specific to this. Generally it remains with the Senior Ranger to undertake case by case approvals.
58.	Bidders utilizing internal liquidity must verify acceptable instruments. **Question**: For SPVs that are funded through internal corporate capital pools and provisions without requiring external debt, will SANParks accept a formal board	This will only be accepted if veried by the auditors or internal bankers that the specified funds are available and ring-fenced for these purposes.

	Bidder Question	SANParks Response
	resolution and internal treasury guarantee's in lieu of external bank facility letters?	
59.	Establishing technical boundaries for advanced chemical-free purification and biological solids recovery. **Question**: To achieve Vision 2040 mandates, if an SPV installs an advanced, chemical-free closed-loop water reclamation plant (capacity sized to site occupancy and demand) featuring continuous potable reuse, biological solids recovery, and zero routine wastewater discharge to the environment, will SANParks and the DWS (Department of Water and Sanitation) expedite the water licensing process, and how does this affect the mandated water allocation formulas if freshwater abstraction is practically eliminated?	All proposed new and upgraded water and wastewater infrastructure must confirm to the prescribed legislation and the timeframes set in the Legislation. SANParks has a working relationship with the relevant Authorities and provide support to all the stakeholders operating within the Park to comply with the prescribed legislation. Prior to applying for permits to install/construct any type of infrastructure for wastewater and water services consultation needs to be undertaken between SANParks to ensure alignment with SANParks Water Policy and Sustainable Practices (this includes use of biodegradable and safe chemicals).
60.	Minimizing heavy logistical truck movements within the park. **Question**: If an operator utilizes out-of-park logistics arrangements (e.g., off-site consolidation, staging, or	SANParks' jurisdiction is only within the park and not outside.

	Bidder Question	SANParks Response
	handling of supplies before final delivery) to reduce heavy vehicle movements within the park, does SANParks require environmental inspection of any off-site facility involved, or is compliance monitoring strictly restricted to the sealed vehicles traversing through the designated entrance gates?	
61.	1. Can we assume that the SANParks Concession fee is exclude for BEE procurement calculations. You currently account for 60% of our procurement cost. 1. B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned as % of Total Measured Procurement. No Bank and No Electricity Supplier or insurer that will take on the scale of risk we need to insure would be 51% Black women owned. Just these three items account for 29% of our procurement spend making the target impractical for a functioning business. Have you examined the practicality of these targets?	Yes. The PPP Fee is not a procurement spend and is excluded from the Total Measured Procurement Spend in the B-BBEE Project Scorecard. The bidder is responsible for meeting this B-BBEE procurement spend requirement from empowered suppliers. We have examined the practicality of these targets.

	Bidder Question	SANParks Response
62.	**SPV Bidding Entity Clarity** Clause 5.6 of the RFP states on appointment as a Preferred Bidder, the Bidder will be required to incorporate a new special purpose vehicle / Project company ("Private Party SPV") in accordance with the law of the Republic of South Africa, which will be the entity to contract with SANParks, ring fenced solely to undertake the PPP Concession and services as defined in the PPP Agreement Clause 5.7 states The Private Party SPV must be incorporated prior to the Signature of the PPP Agreement and must take the form of the organisation structure proposed at Bid submission stage and in line with the proposed terms of the SPV memorandum of incorporation, shareholders agreement and subcontracting terms. Clause 25. ANNEXURE 1B – INFORMATION ON BIDDERS of the RFP states that; 25.1 A Bidder must form a specific company, or special purpose vehicle ("SPV"), for the purposes of Bidding for this	The bidders must consider the requirements carefully. The CSD is for an existing entity (or entities where bidders are bidding as a consortium, in which case a CSD for each member of the consortium must be submitted). The SPV to conclude the PPP Agreement will only be established after the appointment of a preferred bidder and before signing of the PPP Agreement.

	Bidder Question	SANParks Response
	PPP opportunity. Failure to do so may result in the Bid being disqualified. 25.2 A Bidder must be registered on the government's Central Supplier Database and must provide its CSD registration number. Failure to do so will result in the Bid being disqualified. Clause 5.6 and 5.7 seems to indicate that the SPV must only be formed if appointed as preferred bidder, however clause 25, Annexure 1B indicates that the SPV of the bidding entity must be formed for purposes of bidding. Please can SANParks clarify whether only a proposed SPV to be formed will be allowed for the bidding process as clauses 5.6 and 5.7 seem to contradict clause 25.1 of the RFP. Thus if the SPV is a Company that will be formed, can this Company only be incorporated if appointed as the Preferred Bidder or must it be formed when the bid is submitted?	

	Bidder Question	SANParks Response
63.	Please can you clarify when the documents will be made available. All documentation requests are urgent in order to be able to respond effectively to the RFP. The most urgent matter is the approved building plans for Lukimbi as it is affecting our Design team's ability to prepare a design plan as per 2.2.8 of the RFP.	Please note that all available documents have been made available either on the SANParks website or if confidential information if requested and sent by email. No further information is available if not included in this information.
64.	With reference to our previous correspondence and the ongoing tender process, we are seeking formal clarification regarding the qualification criteria for lodge operations. Specifically, SANParks requires evidence of a minimum of five years of proven lodge operating experience in Africa, specifically within protected areas. As addressed in our previous application, it was established that lodges bordering the Kruger National Park fall within this description and are eligible to bid. Based on your previous correspondence, we assume that our current operations continue to meet these eligibility requirements. Could you please confirm if this understanding is correct?	Yes that is correct. Within and adjacent to conservation areas will be acceptable.

	Bidder Question	SANParks Response
65.	In respect of the concessions, I just wanted to confirm the vehicle rights as a Q&A. 1. If a party is successful in obtaining a concession, is there a specific limit on the number of vehicles that may operate under the concession, or is this limit determined primarily by the bed capacity restrictions? For example, if a lodge wanted to offer additional, specialised game-drive experiences such as birding drives, photographic drives, etc., would they be permitted to operate additional game-viewing vehicles over and above the number of vehicles currently operated by the existing concession holders? 1. In addition, our Group has one or two properties situated outside the KNP gates. Would we be permitted to operate a vehicle from one of these properties through the concession area, subject to complying with all vehicle specifications, rules and regulations applicable to the concession? We	1. There is no limit on vehicles and no limit on the usage of vehicles for activities as long as these are for the concession guests as per the total guests numbers prescribed (subject to all vehicles obtaining a valid permit from SANParks) 2. Any usage of the concessions outside of the actual guests (day visitor facilities/activities) is not accepted in the current EIA usage agreement. It is suggested that these opportunities not be incorporated into the bid but requested for approval once appointed as the incoming party.

	Bidder Question	SANParks Response
	would potentially like to use the lodge as a breakfast or lunch stop as an add-on experience for guests staying at one of our other properties. From what I could ascertain during the site visit discussions with the KNP officials, together with the documentation provided, there does not appear to be any restriction on this. I just wanted to confirm that my understanding is correct.	
66.	1. Equity for Dispossessed Landowner Communities: 1. Are these communities required to be constituted as registered legal entities, given that they will form part of the SPV ownership structure, contribute given that they will form part of the SPV ownership structure, contribute given that they will form part of the SPV ownership structure, contribute towards the project's B-BBEE ownership credentials, and be included in the consolidated B-BBEE certificate?	1. Yes, they will constitute/organise themselves in a juristic person /entity. DLOCs as will be identified by SANParks. For bidding purposes Bidders are to provide the information of all the shareholders **excluding** the DLOC.

	Bidder Question	SANParks Response
	1. If the entities from the DLC are not registered, how do we provide the statutory information for the SPV (tax clearance, BBBEE certificate/Affidavit, three Years AFS, NET Asset value of 10m, Solvency confirmation, ability to raise funds 1. B-BBEE, job creation, development of communities within a 100km radius of the KNP (Local Communities) and the communities with which the government of the Republic of South Africa has entered into settlement agreements in respect of land claims instituted by such communities (Dispossessed Land Owner Communities); 1. Confirm whether this includes both the communities within a 100 km radius of KNP and all DLC communities, irrespective of whether they are within a 100 km radius?? 1. PPP Fee Offer: Is the PPP Fee Offer evaluated solely on the percentage of gross revenue, or is consideration also given to the bidder's commitment to the minimum guaranteed fee?	2. The DLOC are not necessarily within the 100 km radius. The radius only applies to local communities. 3. It is solely on the % of gross revenue 4. Please note the labelling specifications provided in Clause 13.8 of the revised RFP.

	Bidder Question	SANParks Response
	1. Provide clarity on where the mandatory returnable documents should be included and presented within the bid submission. 1. Clause 25.1 – Definition of “bidder”? Can it be one shareholder on behalf of all shareholders, or must it be all shareholders or must it include technical partner? 1. Are there prescribed terms for the community equity (voting rights, board representation, dividend policy, exit provisions, or deadlock resolution)? Can bidders propose alternative structures that still meet the 10% free-carry requirement? 1. How does the Beneficiation Scheme interact with the dedicated B-BBEE scorecard? Will excess community equity or deeper partnership commitments earn additional preference points or objective criteria scoring? 1. What governance and reporting obligations will the Private Party have toward the community shareholders, and how will SANParks oversee compliance?	5. A technical partner must be a shareholder of the bidding JV or consortium and a bidding entity must clearly reflect all shareholders/parties of the JV or consortium. 6. Please see the response to questions 15 and also 24. 7. Inclusion of the DLOC and the elements of the Beneficiation Scheme that applies to these concession opportunities are set out in the B-BBEE Project Scorecard and bidders are advised to consider the matrix set out in Annexure 3 of the RFP. 8. Please see response to question 45. 9. The bidder will receive full points only if they meet or exceed the targets in Year 3. If the bidder meets the targets in Year 1,

	Bidder Question	SANParks Response
	1. Scoring on targets on the BBBEE scorecard: Will a bidder only be awarded full points for meeting individual targets if the targets are met in Year 1? How will the score be affected if targets are only met or exceeded in Year 3?	they will receive full points and must maintain the compliance level through Year 3 and beyond.
67.	**B-BBEE Scorecard- Enterprise Development and Supplier Development** **2.** Preferential Procurement: 2. Minimum 20% spend of all procurement spend must be from the Dispossessed Land Owner Communities 2. Does this requirement apply exclusively to the Dispossessed Land Owner Communities, even if they are not located within the 100 km radius? 2. Alternatively, can procurement spend from local communities located within the 100 km radius also be included in meeting the 20% target?	The PPP Fee is not a procurement spend and is excluded from the Total Measured Procurement Spend in the B-BBEE Project Scorecard.

	Bidder Question	SANParks Response
	Does the payment of concession fees to SANParks qualify as procurement spend and, therefore, form part of the total procurement spend used to calculate compliance with the B-BBEE preferential procurement targets?	
68.	**Functionality:** Please clarify on the format and design what does ORIGINAL document mean? Where signature required is this an original required or is a printed version permitted?	Original means signed document with ink not printed – this pertains to the hard copy submission. The copy or electronic submission is anticipated to be a printed version.
69.	Do you require the ORIGINAL RFP sheets for evaluation to be included into the bid documents ? ie.- Must the bidder present the bid into the actual table format showing scoring and weighting throughout and the responses within the tables or on original printed pages as annexures	The scoring sheets are a guide. Bidders are to provide the information or requirement responses as per the numbering of the RFP Functionality table. Bidders are not required to score themselves.

	Bidder Question	SANParks Response
70.	25.5.2 Waivers – Do you require waivers for the companies/entities that are members or is it the actual individual within each of the entities	Please refer to Erratum 2. This requirements as been removed from the RFP.
71.	Are certified ID Copies required of shareholders and members?	These must be certified and certification cannot be older than 3 months
72.	Bid Format – how is it to be bound for the best access by the evaluation team? Files, or bound books	Any binding is acceptable as long as the pages are not loose and falling out. Please ensure the size of the document provides for a readable font.
73.	Your response to question 15 is below: SANParks requires each Bidder to submit one flat Variable PPP Fee, expressed as a percentage of aggregate Gross Revenue, which will apply throughout the full 25-year contract period. A layered or sliding percentage based on different revenue levels will not be accepted. Bidders must also submit the projected annual Gross Revenue and resulting PPP fees in the table contained in Annexure 4. For standardisation and	Please note that the NPV is not used for scoring purposes. As requested we provide below an example of PPP Fee offer for guidance purposes. Please note the figures are for illustration purposes.

comparison purposes, Bidders must use an inflation rate of 5% per annum when completing their financial projections. The actual PPP Fee payable in each project year will be the higher of: · the applicable Minimum PPP Fee, increased annually by CPIX from year 3 onwards; or · the flat Variable PPP Fee percentage applied to the actual Gross Revenue achieved. This aligns with clauses 17.2.1.1 and Annexure 4.

This answer is referred to each time a question refers to an NPV and the discount rate. If you are not using an NPV how are you accounting for the fact that a rand today is worth more than a rand in the future. If I compare 2 bids show in the table below, it is clear that Bid 1 is worth more as the Money earned in years 1 and 2 can be deposited to earn interest in the period leading up to Y3's payment.

	Y1	Y2	Y3
Bid 1	R100	R100	R100
Bid 2	R0	R0	R300

	Bidder 1			Bidder 2		
Year	Gross Revenue (R'm)	Flat % Offer	Revenue to SANParks (R'm)	Gross Revenue (R'm)	Flat % Offer	Revenue to SANParks (R'm)
1	50	15%	8	100	12.5%	13
2	75	15%	11	120	12.5%	15
3	100	15%	15	150	12.5%	19
4	150	15%	23	200	12.5%	25
5	175	15%	26	220	12.5%	28
6	200	15%	30	242	12.5%	30
7	220	15%	33	266	12.5%	33
8	242	15%	36	293	12.5%	37
9	266	15%	40	322	12.5%	40
10	280	15%	42	338	12.5%	42
11	293	15%	44	355	12.5%	44
12	308	15%	46	373	12.5%	47
13	324	15%	49	392	12.5%	49
14	340	15%	51	411	12.5%	51
15	357	15%	54	432	12.5%	54
16	375	15%	56	453	12.5%	57
17	393	15%	59	476	12.5%	59
18	413	15%	62	500	12.5%	62
19	434	15%	65	525	12.5%	66
20	455	15%	68	551	12.5%	69
21	478	15%	72	578	12.5%	72
22	502	15%	75	607	12.5%	76
23	527	15%	79	638	12.5%	80
24	553	15%	83	670	12.5%	84
25	581	15%	87	703	12.5%	88
	Sum over 25 years		1214			1239
	Average pa		49			50

	Bidder Question	SANParks Response
	Please explain how your PPP fee evaluation accounts for the time value of money.	This illustrative example shows that the percentage offered alone does not determine the projected income payable to SANParks. Bidder B projects higher total payments over the concession period despite offering a lower percentage. The actual evaluation and award will follow the methodology and criteria specified in the RFP.
74.	25.3 (Annex 1 B requests "bidders must provide the following information labelled "Information on Bidder" but then moves on to 25.4 legal requirements (is there therefore no information under 25.3 other than bidders name required?	Please note the change in numbering referring to the Revised RFPs. The information requested under 24.3 refers to all specified in the next section 24.4 Legal Requirements. Thus all legal documentation required must carry the name of the bidder.
75.	**Jakkalsbessie Concession** **PPP Agreement — Incomplete or Placeholder Provisions** 2. <u>PPP Agreement – multiple blank Schedules ([•])</u> A number of Schedules to the PPP Agreement remain blank or marked "[•]" in the draft provided (including Schedule 6	1. Yes these schedules are to be populated only by the preferred bidder during negotiation and before financial close. At bidding stage the PPP Agreement is provided as a draft for information

	Bidder Question	SANParks Response
	fee fields, and further Schedules referenced in the Table of Contents). Please confirm when these outstanding Schedules will be populated and made available to Bidders, and whether any of the blank content is expected to materially affect the Bidder's technical, financial or B-BBEE proposal. 2. <u>PPP Agreement – Private Party/SPV identity placeholders</u> The PPP Agreement contains multiple placeholders — including "[Name of Preferred Bidder Consortium]", "[•] Proprietary Limited", and "initial shareholders shall be [insert]" — in the Appointment clause and related definitions. Please confirm the process and timing for finalising the Private Party SPV's name, registration number and initial shareholder details in the PPP Agreement, consistent with RFP paragraph 5.12 (15 Business Days before signature for incorporation) and paragraph 5.7	purposes to Bidders so that it is understood what Bidders are anticipated to contract to once it becomes a preferred bidder. 2. See response to point 1 of this question above. Finalisation is expected by Financial Close but after award as preferred bidder. 3. For bidding purposes please use only the operations manual version that has been uploaded on the SANParks website.

	Bidder Question	SANParks Response
	2. PPP Agreement cl. 7.3.16 / IM #7.3.16 — "KNP Operations Manual" The PPP Agreement and Information Memorandum each refer extensively to the KNP Operating Manual / KNP Concession Operations Manual (governing, among other things, staff housing, transport, maintenance and infrastructural upgrades), and clause 7.3.16 records that "a copy will be distributed to Bidders in due course." As previously confirmed to SANParks in respect of the other KNP concessions on which we are advising, we have since obtained a copy of the KNP Concession Operations Manual (Version 2.3.5), which is common to all six KNP concessions and was not included in the official Tender Documents pack issued with the RFP. Please confirm that this is the current and applicable version of the Operations Manual referenced throughout the PPP Agreement, RFP and Information Memorandum, that no more recent version exists or is anticipated prior to the Bid Submission date, and that it will be formally incorporated into the Tender Documents so that all Bidders are working	

	Bidder Question	SANParks Response
	from the same authoritative version. We further note that the Operations Manual as supplied does not carry a date anywhere on its cover, title page, or elsewhere, and is identified only by the label “SANParks Revision 2” (which the document's own text records as having become effective from August 2005). Having reviewed its contents, the substantive guidance appears dated: the large majority of citations and referenced policies fall within the 1996–2008 period, and the most recent revision referenced anywhere in the document is the veld-fire management protocols, which the manual itself describes as “revised periodically, the latest revision being 2012” — with no indication of whether a more recent revision has since been issued. We could not identify any updated research or guidance reflected in the Water Provision Management or Fire Management sections in particular, including in respect of artificial water point management. Please confirm the date of the current version of the Operations Manual, confirm whether the veld-fire management protocols and artificial water provision	

	Bidder Question	SANParks Response
	guidance referenced in it remain current, and advise whether a more recently updated version of the Operations Manual (or of the underlying water and fire management policies it cross-refers to) exists or is anticipated prior to the Bid Submission date.	
76.	**Jakkalsbessie Concession** **PPP Agreement — Internal Ambiguities and Drafting Errors** 2. PPP Agreement cl 28 (SANParks Default) Clause 28 begins: "Notwithstanding the provisions of section SANParks Default shall mean a breach by SANParks..." This appears to be missing a clause cross-reference number and reads as incomplete/garbled. Please provide the corrected clause text. 2. PPP Agreement cl 27.1.6 Clause 27.1.6 cites "Clauses 48.11, 13.6 and Schedule 6" as payment-default triggers. Clause 48.11 (in Schedule 3) is	4. Please note that this is one of the clauses being revised as a result of the removal of the Residual Value. However the original clause should have read "*Notwithstanding the provisions of section 27 SANParks Default shall mean a breach by SANParks of the material obligations under this PPP Agreement which substantially frustrates or renders it impossible for the Private Party to perform its obligations under this PPP Agreement for a continuous period of at least three (3) months."*

	Bidder Question	SANParks Response
	titled “Staff Housing” and does not appear to relate to payment obligations. Please confirm the correct clause reference(s) intended. 2. PPP Agreement Schedule 19 (POPIA) Schedule 19 is introduced as “65. SCHEDULE 19,” but its first sub-clause is numbered “68.1 Definitions.” Please confirm the correct clause numbering sequence for Schedule 19. 2. PPP Agreement Schedule 7 (Environmental Specifications) Schedule 7 refers to the department by its former name “DEA,” whereas the PPP Agreement's Table of Abbreviations, the RFP and the IM consistently use “DFFE” (Department of Forestry, Fisheries and the Environment). Please confirm DFFE is the correct current reference throughout. 2. PPP Agreement Schedule 3 & Schedule 7	5. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder. 6. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder. 7. Yes the “DEA” refers to DFFE.

	Bidder Question	SANParks Response
	Schedule 3 (Private Party Operational Requirements) contains references to “coach toilets” and coach branding colours, and Schedule 7 references compliance with laws “pertaining to operation on a railway line as determined by the Rail Safety Regulator.” None of these appear applicable to Jakkalsbessie, which is a lodge-based (not rail-based) concession. Please confirm these references are drafting errors carried over from a different SANParks concession template and provide corrected schedule text. 2. <u>PPP Agreement Schedule 5 (B-BBEE Obligations) cl 50.12</u> The B-BBEE timeline table references an “SPV Consolidated B-BBEE Scorecard” applicable “At RFP” stage, which appears distinct from the “B-BBEE Project Scorecard” used from Year 1 onward (per RFP Annexure 3 and PPP Agreement Schedule 5). Please clarify the relationship between these two scorecards and confirm which applies at Bid submission versus during the operational term.	8. Current PPP Agreement included in the tender documentation serves on the basis of draft purposes only. Prior to contract signing, the said PPP Agreement and its respective schedules will be finalised, which will include but not limited to the removal on the references to Rail, Coach or rail safety regulation, Rail branding, Rail dining, and all such elements that are not applicable to the respective Lodge Concession concern. 9. RFP Scorecard takes precedent.

	Bidder Question	SANParks Response
	2. <u>PPP Agreement Schedule 5 / RFP Annexure 3 (B-BBEE Obligations) — "Local Youth"</u> The B-BBEE scorecards in both PPP Agreement Schedule 5 and RFP Annexure 3 allocate scoring points to "Black Women/Youth from Local Communities" as a percentage of staff and management, but neither document defines "Youth" or "Local Youth" for this purpose (see also Question 2 regarding the definition of "Local"). Please confirm the applicable age range and any other qualifying criteria for a person to be counted as Local Youth for B-BBEE scoring and compliance purposes.	10. Local already specified in the RFP as within a 100km radius. Youth is under 35 years of age.
77.	**Jakkalsbessie Concession** **RFP-Specific Clarifications** 2. <u>RFP #13.3 – Envelope 1 submission requirements</u> Paragraph 13.3 requires "[one] original physical document and [one] electronic copy of the Bid document / [one]	10. One physical (which is the original) and one electronic copy via the link.

	Bidder Question	SANParks Response
	electronic copy (link details to be provided at Bidder's Conference)" for Envelope 1. Please clarify the exact number and form of copies required — specifically, whether one physical original plus one electronic copy via link is sufficient, or whether an additional electronic copy (beyond the link) is also required. 2. <u>RFP #10.2 vs RFP #22.2 (Bid Timetable)</u> Paragraph 10.2 specifies the Due Diligence site visit for Jakkalsbessie as a single date, "[13 August 2026]" (09h00–13h00) — the brackets suggesting this date may not yet be finalised — while the Bid Timetable at paragraph 22.2 shows "Due Diligence Site Visits" spanning 3 to 13 August 2026 across all six concessions. Please confirm 13 August 2026 is the fixed and final site visit date specifically applicable to the Jakkalsbessie Concession, and remove the brackets from paragraph 10.2 if so.	11. The 13th of August 2026 is the date specifically applicable to the Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	2. RFP #5.2 – "technical/operational partner" Paragraph 5.2 requires a minimum 30% equity holding by the "technical/operational partner," stated to be defined in the PPP Agreement. Please confirm the corresponding defined term and 30% threshold appear consistently in the PPP Agreement's definitions (clause 2.1), and provide the exact defined-term cross-reference. 2. RFP cl. 16.5.2.1 (Functionality Evaluation — sub-category threshold) RFP clause 16.5.2.1 states that the minimum overall threshold to pass Functional Requirements is 80%, and that the minimum threshold to pass any Functional Criteria sub-category (Financial and Capital Plan, Business and Operational Plan, Environmental Plan, and Risk Matrix) is 50%. Please confirm that a Bid must achieve at least 50% on each individual Functionality sub-category, in addition to the 80% aggregate weighted Functionality score, in order to pass Functional Requirements, and confirm this is consistent with	12. Definition in 2.1.104 of PPP Agreement. Please note this numbering could change in the Revised Draft PPP Agreement after Residual Value changes. 13. Yes the minimum threshold for each Functional Areas is 50%. Yes the minimum threshold over all Functional Areas is 80%.

	Bidder Question	SANParks Response
	the Functionality Evaluation weightings set out elsewhere in the RFP. 2. <u>RFP cl. 3.2.3.3 (Dispossessed Land Owner Communities — identification)</u> The RFP requires a 10% free carry equity interest to be granted to "an entity established by or on behalf of the Dispossessed Land Owner Communities", but does not identify the specific community/communities applicable to the Jakkalsbessie Concession, nor the process or authority by which SANParks determines or verifies who constitutes the Dispossessed Land Owner Communities for this Concession. Please confirm (a) the identity of the Dispossessed Land Owner Communities applicable to the Jakkalsbessie Concession, and (b) the process by which SANParks determines and verifies this, so that Bidders can engage with the correct community entity as part of their Bid preparation. We further note that PPP Agreement Schedule 5's B-BBEE Project Scorecard	14. (a) to (e) - Please revert to the answer in Question 65.

	Bidder Question	SANParks Response
	allocates the 10% free-carry equity its own dedicated scoring line — separate from the “Black People” and “Black Women” ownership sub-elements — worth 2.5 of the 15 points available under both Exercisable Voting Rights and Economic Interest (5 of the 30 Ownership points in total), described as a percentage share “as reflected by direct shareholding by Dispossessed Land Owner Communities and/or Local Community entities… which should be warehoused and will be allocated as per SANParks instructions.” Please further confirm: (c) whether the 10% free-carry stake is scored exclusively under this dedicated line, with no portion of it also creditable under the separate Black People or Black Women ownership sub-elements, even where individual beneficiaries of the Community entity would themselves qualify as Black Women or another designated group; (d) if a Bidder submits a single consolidated B-BBEE scorecard across all its shareholders, how the free-carry	

	Bidder Question	SANParks Response
	contribution should be apportioned between the Voting Rights and Economic Interest categories; and (e) what "SANParks instructions" govern the allocation of the free-carry stake referred to in the scorecard, and when these will be made available to Bidders.	
78,	**Jakkalsbessie Concession** **Supplementary Clarification Questions** 2. <u>RFP Annexure 2 cl. 1.2.2 (Functionality Evaluation Schedule) vs RFP cl. 13.6 (Form and Contents of Bid Submissions)</u> RFP Annexure 2, Functionality Evaluation criterion 1.2.2 scores Bidders on "confirmation of funding available for 150 days from the date of Bid closure," as part of the Financial & Capital Plan (worth 30% of that sub-element). Separately, RFP clause 13.6 states that "all information provided in the Bid must be valid for 180 business days from the Bid Date." A 150-calendar-day	15. (a) to (c) - The periods are intended to differ. Bidder to adhere the requirements, respectively.

	Bidder Question	SANParks Response
	period is materially shorter than a 180-business-day period (approximately eight to nine calendar months). Please confirm: (a) whether the funding confirmation letter required under 1.2.2 must in fact be obtained for the full 180 business days to remain consistent with the general Bid validity requirement in clause 13.6, notwithstanding the 150-day wording in Annexure 2; or (b) whether the 150-day period specifically and exclusively governs the funding confirmation for 1.2.2 scoring purposes, with the 180-business-day validity in clause 13.6 applying only to other elements of the Bid; and (c) if the two periods are intended to differ, the reason for a shorter funding-confirmation window than the Bid's overall validity period. 2. RFP Annexure 3 (B-BBEE Project Scorecard) cl. 27.2 vs PPP Agreement Schedule 5 (B-BBEE Obligations) —	

	Bidder Question	SANParks Response
	<u>Ownership and Management Control scoring methodology for “Black Women”</u> The B-BBEE Project Scorecard (RFP Annexure 3, cl. 27.2; PPP Agreement Schedule 5) scores “Black People” and “Black Women” as separate line items against the same measurement base throughout the Ownership element (Exercisable Voting Rights: Black People 40% (7.5 points), Black Women 40% (5 points); Economic Interest: Black People 40% (7.5 points), Black Women 40% (5 points)) and the Management Control and Employment Equity element (e.g. board representation: Black People 50%, Black Women 30%; executive management: Black People 50%, Black Women 30%; middle management: Black People 70%, Black Women 40%; junior management/supervisors: Black People 70%, Black Women 40%; total staff: Black People 75%, Black Women 40%). Neither the RFP nor the PPP Agreement states in terms whether the “Black Women” target in each pairing is;	16. (a) to (b) - The interpretation is incorrect. The measurement of Black People and Black Women are two separate sub-elements which are measured independently. The weighting (i.e 40%) for compliance for each has no bearing on the methodology.

	Bidder Question	SANParks Response
	(a) measured independently against the same total (i.e. total exercisable voting rights, total economic interest, total board members, total staff, as applicable), consistent with the definition at PPP Agreement Schedule 5 cl. 50.6.1 that "Black Women" means "female Black People" (such that Black Women are a subset of, and their shareholding/representation counts fully toward, the adjacent "Black People" target), or (b) intended to be read as a percentage of the "Black People" allocation itself (i.e. Black Women ownership/representation equating to 40% of the 40% Black People target, or 30% of the 50% Black People target for management/board lines, etc.). This materially affects the minimum shareholding, board composition and staffing commitments Bidders must reflect in the 'Target', 'Bid Offer Year 1' and 'Bid Offer Year 3' columns of their B-BBEE Proposal, and therefore their binding Bid Offer Compliance Targets under cl. 27.1.3 of the RFP and Schedule 5 of the PPP Agreement.	

	Bidder Question	SANParks Response
	Please confirm which of interpretation (a) or (b) above is correct and, if neither, provide SANParks' intended methodology for calculating compliance with the Black Women sub-elements of the B-BBEE Project Scorecard. 2. <u>PPP Agreement Schedule 25 (Handover Agreement, "Permits and Environmental Authorisations") — scope of the Concessionaire's obligation to keep permits and licences valid</u> PPP Agreement Schedule 25 (Handover Agreement) requires "the Concessionaire" to "maintain and keep valid, all permits, licences and authorisations required for operation of the Concession Area during the Handover Period." This is directly relevant to the water use licence position raised at Question 7 above. Please confirm: (a) that "the Concessionaire" in this Schedule means the Outgoing Concessionaire and not the incoming Private Party;	17. Yes, where there are licences and permits that have lapsed, the outgoing concessionaire will work with the new concessionaire during the Handover period to procure renewed or new licences by providing the required information/data. All the costs will be for the new concessionaire. For clarity, the outgoing concessionaire will not charge the outgoing concessionaire or SANParks for providing the required information/data as this forms part of their existing obligation under the old concession contract.

	Bidder Question	SANParks Response
	(b) that "maintain and keep valid" requires the Outgoing Concessionaire to rectify any permit, licence or authorisation — including the water use licence — that has already lapsed or fallen out of compliance as at Financial Close or at any point before or during the Handover Period, and cannot be read as merely preserving an already-lapsed or non-compliant status; and (c) that this rectification obligation, and any associated cost or risk, remains that of the Outgoing Concessionaire (or SANParks), and is not transferred to or inherited by the incoming Private Party. 2. <u>IM clause 7.10 (Section 197 LRA transfer) — fixed-term/programme-based staff</u> IM clause 7.10.3 requires the Private Party to offer employment, under section 197 of the LRA, to "all existing Concessionaire employees working exclusively in the Concession Area."	18. Yes. It includes all permanent and fixed term contracts. Contractors and suppliers are excluded.

	Bidder Question	SANParks Response
	Please confirm whether this obligation extends to employees engaged on fixed-term or programme-based contracts (for example, learnerships or youth employment/internship placements), or whether section 197 transfer applies only to permanent employees, and whether any such fixed-term contracts would need to be assumed by the incoming Private Party for their remaining duration.	
79.	**Jock of the Bushveld Concession** **Supplementary Clarification Questions** 2. IM #4.12.2 vs RFP #3.2.3.3 & Annexure 3 (B-BBEE Scorecard, Ownership element) The Information Memorandum states, in the context of the Beneficiation Scheme, that "No equity set aside is proposed for this Concession Opportunity." The RFP, however, requires the Private Party to set aside a 10% equity interest for the Dispossessed Land Owner Communities on a free-carry basis, and the B-BBEE Project Scorecard awards preference points against this 10% free-carry equity under	1. The RFP is correct. The corresponding changes will be made in the Information Memorandum (I.M)

	Bidder Question	SANParks Response
	both the Exercisable Voting Rights and Economic Interest sub-elements of Ownership. Please confirm definitively whether the 10% free-carry equity set-aside is or is not required for this Concession, as this materially affects SPV structuring and B-BBEE scoring. To the extent it does apply, please also confirm whether 10% is a fixed requirement or a minimum threshold, and if a minimum, whether Bidders may propose a higher percentage as part of their B-BBEE Proposal for scoring purposes. 2. PPP Agreement cl 2.1.53 & RFP #2.2.2 vs PPP Agreement Schedule 5 cl 50.6.8 "Local"/"Local Communities" is defined in the PPP Agreement's main definitions and in the RFP's Value-for-Money Objectives as communities within a 100km radius of the KNP. Schedule 5 (B-BBEE Obligations) clause 50.6.8, however, appears to introduce an alternative 30km radius test. Please confirm which radius (100km, or 100km/30km alternative) governs for B-BBEE local-content purposes.	2. The two can be read together and must be interpreted to mean up to 100km radius. For further clarification, the radius pertains only to "Local Communities"" and not "Local Content". 3. Hygiene audits – The Bidder agrees to undertake at least 4 hygiene audits a year performed by a hygiene audit supplier with an ISO 17025 accreditation. The Private Operator agrees

	Bidder Question	SANParks Response
	2. RFP Annexure 2 #2.2.7(a); IM #7.24.1 vs PPP Agreement cl 2.1.43 & cl 14.1.4.6; Schedule 3 cl 48.28.5.1 (Hygiene Audits) The RFP and IM both specify hygiene audits must be conducted quarterly (at least 4 times a year) with a minimum pass score of 75%. The PPP Agreement's main body (cl 2.1.43 and cl 14.1.4.6) instead describes hygiene audits as bi-annual/twice a year, while PPP Agreement Schedule 3 (cl 48.28.5.1) again specifies quarterly. Please confirm the correct, single governing frequency and amend the PPP Agreement's main body accordingly. We further note that the PPP Agreement's defined term "Hygiene Audit" (clause 2.1.43) and clause 14.1.4.6 both expressly limit the audit to "the public area only", whereas Schedule 3 (clause 48.28.5.1) requires hygiene audits "at the Lodge" generally, with no equivalent public-area limitation, and does not extend to back-of-house areas such as kitchens, laundry, and plant and equipment rooms.	to address issues outlined in the hygiene audit findings report and will agree to achieve at least 75% on all audit results. The full report of hygiene audits will be submitted to SANParks for record and monitoring compliance. Bidder also agrees to co-operate with SANParks in compilation of Health & Safety monitoring checklist which is to be used in continuous monitoring of the health and safety of Concession. Hygiene Audit obligation is public areas including the public supporting areas (For guests services) which includes back-of-house areas supporting guests services, (Kitchens, Prep Areas, Gym, Cold-rooms, Restaurants, Food Storage areas) Note: above this in all areas of the concession, the rule of law and respective South African health standards remain in respect to regulations governing general hygiene, food, transport of food and related matters as governmental Gazette

	Bidder Question	SANParks Response
	Please confirm whether the Hygiene Audit obligation is limited to public areas only, or extends to back-of-house areas, and correct the inconsistency between these provisions. 2. <u>RFP Annexure 2 #3.11.2; IM #7.23.1 vs PPP Agreement Schedule 7 cl 52.12.1; Schedule 3 cl 48.28.4.1</u> The RFP and IM both require the independent Environmental Control Officer (ECO) to conduct quarterly audits. PPP Agreement Schedule 7 (cl 52.12.1) instead specifies audits "every 4 months," while Schedule 3 (cl 48.28.4.1) specifies quarterly. Please confirm the correct ECO audit frequency and correct Schedule 7 accordingly. 2. <u>RFP Annexure 2 #3.11.1 vs IM #7.13.2 and Annexure B #8.17.1</u> The RFP states that the general environmental monitoring checklist (used for the 85%-over-three-consecutive-audits material breach test) will be conducted "once every 6 months," whereas the IM (in	4. Effluent samples must be taken and analyzed monthly. A quarterly report summarizing the results must be submitted to DWAF, however reference to the following schedule as contained in KNP Concession Operations Manual, SANParks Revision 2, section 11, summary of Reports form the basis of the minimum requirements (Page 68 of 190). 5. <u>BI-ANNUAL ECO ENVIRONMENTAL REPORT BY CONCESSIONAIRE</u> Concessionaire will be responsible for the formal bi-annual audits of the CA's. This is done through the appointment of Environmental control officer. However included in this report is the findings from the OMP. The Concessionaire will complete a Monthly Operational Report, reporting on the lodge occupancy levels, water consumption, etc to the satisfaction of the Regional Manager: BU. The OMP of the various CA's will form the basis of

	Bidder Question	SANParks Response
	both the main body and Annexure B – Environmental Guidelines) states this same checklist is conducted "on a quarterly basis." Please confirm the correct frequency, as this determines the mechanism for assessing material breach under the PPP Agreement. 2. <u>RFP #19.3.1 vs PPP Agreement Schedule 25/Schedule 26</u> RFP paragraph 19.3.1 states that end-of-term handover is governed by "Schedule 26 (Form of Handover Principles)" of the PPP Agreement. However, in the PPP Agreement itself, the handover content (titled "HANDOVER AGREEMENT" in the Table of Contents and referred to as the "Form of Handover Principles" in clause 2.1.38 and clause 12) appears at Schedule 25, while Schedule 26 appears to be the (blank) Technical Specification schedule. Please confirm the correct schedule number for end-of-term handover principles and correct the RFP and/or PPP Agreement accordingly.	the Operational Monitoring. See also table on KNP Concession Operations Manual SANParks Revision 2, 11 Summary of reports. 6. The RFP takes precedent. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder. 7. The value stipulated in the RFP shall take precedent. Corresponding updates in the PPP Agreement will be made during negotiations with the preferred bidder.

	Bidder Question	SANParks Response
	2. PPP Agreement cl 18.4 vs RFP #20.2, #20.8 & Annexure 7 PPP Agreement clause 18.4 records the Performance Bond amount as the malformed placeholder "R ( )" with no figure inserted. The RFP, at paragraph 20.2, paragraph 20.8 and Annexure 7, clearly states the Bid and Performance Bond amount as R500,000. Please confirm that the PPP Agreement should be corrected to reflect R500,000 (VAT excl.), escalating annually by CPI from 1 April as per RFP #20.8. 2. IM #7.20.3.2 (and PPP Agreement Schedule 3 #48.24) – Water Allocation Formula worked example The Water Allocation Formula worked example provided uses a generic "30-bed lodge with 60 permanent staff and 25-day staff." This does not correspond to Jock of the Bushveld's actual configuration (30 guest beds total across the two lodges, and only 14 staff beds per RFP #8.4.2.1 and	8. Noted, Status quo remains the same in reference to the distribution of the water use licenses.. In reference to water limitations, the current obligation is contained with tender documentation for the CA's, Water Allocation Formula limits were provided in the tender document. Daily quota of 350l/person/day for guests, Overnight Permanent Staff: 270l/person/day Each bidder will need to apply this rationale as part of their proposal in terms of numbers taking into consideration water allocation compliance requirement.

	Bidder Question	SANParks Response
	IM #5.4.2). Please provide a worked water allocation example using Jock's actual guest and staff bed numbers, so Bidders can accurately budget water infrastructure and compliance costs. We record that the current water use licence for the Concession has been specifically requested as part of our correspondence with SANParks, and that we have been advised this will only be disclosed during the 2-week post-award review period afforded to the Preferred Bidder. We flag this as a material information gap for Bidders' due diligence and financial/operational planning prior to Bid Submission, and confirm we are awaiting SANParks' feedback on this request. 2. <u>IM Annexure A #7.20 (Water) — portable water source not identified</u> The Information Memorandum's Water section (Annexure A #7.20) sets out the applicable Water Use Protocol and the	Transfer of all licences by No later than the defined service commencement date within the handover, failing such the necessary contract procedure will be implemented 9. Portable water source: These are included in the Tender portal under the KNP Concession Operations Manual SANParks Revision 2 under “ANNEXURE A3 – GUIDELINES FOR THE PROVISION OF ARTIFICIAL WATER IN THE KNP CONCESSION AREAS”

	Bidder Question	SANParks Response
	Water Allocation Formula, but does not identify the actual source of potable water supply for the Concession (for example, borehole, municipal connection, or other source) — unlike the equivalent sections for other KNP concessions on which we are advising, which do specify a source. Please confirm the current potable water source(s) for the Jock of the Bushveld Concession, whether any backup or secondary source exists, and whether a water treatment/purification plant is currently installed on site. 2. <u>IM #5.1.4 vs RFP #8.4.1/8.4.2 and original Environmental Record of Decision</u> The IM states total capacity as 24 Main Jock guest beds + 6 Fitzpatrick's guest beds + 14 staff beds (44 beds total), subject to an averaging mechanism (two-week closures twice yearly) to remain within an originally-allocated 30-bed cap. Please clarify which figure (30, or up to 44) governs downstream infrastructure, water and energy allocation calculations, and confirm the mechanics of the required averaging/closure periods so Bidders can plan operations	10. The Concessionaire must adhere to the bed limit that SANParks has established for the particular CA. It must be noted that the bed limit includes the number of staff within the CA and the number of staff housed at a SANParks rest camp. For the purposes of the tender, the bidder shall limit to quantity as contained in the tender documentation, or lower thereof. (Jock – 30 max) Bidders to consider and/or be guided by the B-BBEE Project Scorecard set out in the RFP as Annexure 3. 11. Updates will be made in the PPP Agreement to be published as indicated in the tender briefing session.

	Bidder Question	SANParks Response
	accordingly. 2. PPP Agreement Schedule 5 (B-BBEE Obligations) vs RFP Annexure 3 (B-BBEE Scorecard) Both the PPP Agreement (Schedule 5) and the RFP (Annexure 3) contain detailed, and apparently overlapping, B-BBEE scorecards and obligations. Please confirm that Schedule 5 and Annexure 3 contain the same criteria for scoring, point allocations, weightings and targets, and that these are identical as between the two documents; if not, please confirm which document is determinative in the event of any inconsistency.	
80.	**Jock of the Bushveld Concession** **PPP Agreement — Incomplete or Placeholder Provisions**	

	Bidder Question	SANParks Response
	Please confirm whether Schedule 27 will be populated with this (or equivalent) content prior to signature, and if so, 2. <u>PPP Agreement Schedules 9, 10, 14–18B, 20–24, 26 – blank</u> Please confirm when these outstanding Schedules will be populated and made available to Bidders, and whether any of the blank content is expected to materially affect the Bidder's technical, financial or B-BBEE proposal. 2. <u>PPP Agreement – Private Party/SPV identity placeholders</u> Please confirm the process and timing for finalising the Private Party SPV's name, registration number and initial shareholder details in the PPP Agreement, consistent with RFP paragraph 5.12 (15 Business Days before signature for incorporation) and paragraph 5.7.	1. No, outstanding schedules will be developed by SANParks and a preferred bidder during PPP Agreement negotiations. 2. SANParks and a preferred bidder will crystallise the details regarding the SPV during contracts negotiations. Bidders are advised to focus on the requirements that are crucial for purposes of RFP submissions. 3.

	Bidder Question	SANParks Response
	2. PPP Agreement Annexure A cl. 7.3.16 / cl. 7.3.2 / cl. 7.3.18 — "KNP PPP Concession Operations Manual" The PPP Agreement and Information Memorandum each refer extensively to the KNP Operating Manual / KNP PPP Concession Operations Manual (governing, among other things, staff housing, transport, maintenance and infrastructural upgrades), and clause 7.3.16 records that "a copy will be distributed to Bidders in due course." We have since obtained a copy of the KNP Concession Operations Manual (Version 2.3.5), which was not included in the official Tender Documents pack issued with the RFP. Please confirm that this is the current and applicable version of the Operations Manual referenced throughout the PPP Agreement, RFP and Information Memorandum, that no more recent version exists or is anticipated prior to the Bid Submission date, and that it will be formally incorporated into the Tender	

	Bidder Question	SANParks Response
	Documents so that all Bidders are working from the same authoritative version. We further note that the Operations Manual as supplied does not carry a date anywhere on its cover, title page, or elsewhere, and is identified only by the label “SANParks Revision 2” (which the document's own text records as having become effective from August 2005). Having reviewed its contents, the substantive guidance appears dated: the large majority of citations and referenced policies fall within the 1996–2008 period, and the most recent revision referenced anywhere in the document is the veld-fire management protocols, which the manual itself describes as “revised periodically, the latest revision being 2012” — with no indication of whether a more recent revision has since been issued. We could not identify any updated research or guidance reflected in the Water Provision Management or Fire Management sections in particular, including in respect of artificial water point management.	

	Bidder Question	SANParks Response
	Please confirm the date of the current version of the Operations Manual, confirm whether the veld-fire management protocols and artificial water provision guidance referenced in it remain current, and advise whether a more recently updated version of the Operations Manual (or of the underlying water and fire management policies it cross-refers to) exists or is anticipated prior to the Bid Submission date.	
	Jock of the Bushveld Concession **PPP Agreement — Internal Ambiguities and Drafting Errors** 2. PPP Agreement cl 28 (SANParks Default) Clause 28 begins: “Notwithstanding the provisions of section SANParks Default shall mean a breach by SANParks...” This appears to be missing a clause cross-reference number and reads as incomplete/garbled. Please provide the corrected clause text.	4. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.

	Bidder Question	SANParks Response
	2. PPP Agreement cl 27.1.6 Clause 27.1.6 cites "Clauses 48.11, 13.6 and Schedule 6" as payment-default triggers. Clause 48.11 (in Schedule 3) is titled "Staff Housing" and does not appear to relate to payment obligations. Please confirm the correct clause reference(s) intended.	5. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.
	2. PPP Agreement Schedule 19 (POPIA) Schedule 19 is introduced as "65. SCHEDULE 19," but its first sub-clause is numbered "68.1 Definitions." Please confirm the correct clause numbering sequence for Schedule 19.	6. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.
	2. PPP Agreement Schedule 6 (PPP Fee) cl 51.3 Schedule 6 references fees "expressed in April 2023 South African Rand." Given this is a 2026 tender for operations commencing thereafter, and the RFP separately specifies 2026/2027 minimum monthly fee floors (R290,000 and R390,000), please confirm the	7. Please note the value is still to be used as the starting or floor number. Only apply CPIX for the years thereafter.

	Bidder Question	SANParks Response
	correct base date for CPIX escalation purposes and whether Schedule 6 will be updated. 2. PPP Agreement Schedule 7 (Environmental Specifications) cl 52.2.7 Schedule 7 refers to the department by its former name "DEA," whereas the PPP Agreement's Table of Abbreviations, the RFP and the IM consistently use "DFFE" (Department of Forestry, Fisheries and the Environment). Please confirm DFFE is the correct current reference throughout.	8. Yes. DFEE is correct, update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.
	2. PPP Agreement Schedule 3 (#48.2.2, #48.3.1, #48.5.2) & Schedule 7 (#52.2.7) Schedule 3 (Private Party Operational Requirements) contains references to "coach toilets," coach branding colours, and "guests staying on the train," and Schedule 7 references compliance with laws "pertaining to operation on a railway line as determined by the Rail Safety Regulator." None of these appear applicable to	9. Current PPP Agreement included in the tender documentation serves on the basis of draft purposes only. Prior to contract signing, the said PPP Agreement and its respective schedules will be finalised, which will include but not limited to the removal on the references to Rail, Coach or rail safety regulation, Rail branding, Rail dining, and all such elements that are not applicable to the respective Lodge Concession concern.

	Bidder Question	SANParks Response
	Jock of the Bushveld, which is a lodge-based (not rail-based) concession. Please confirm these references are drafting errors carried over from a different SANParks concession template and provide corrected schedule text. 2. <u>PPP Agreement Schedule 5 (B-BBEE Obligations) #50.12</u> The B-BBEE timeline table references an "SPV Consolidated B-BBEE Scorecard" applicable "At RFP" stage, which appears distinct from the "B-BBEE Project Scorecard" used from Year 1 onward (per RFP Annexure 3 and PPP Agreement Schedule 5). Please clarify the relationship between these two scorecards and confirm which applies at Bid submission versus during the operational term. 2. <u>PPP Agreement Schedule 5 / RFP Annexure 3 (B-BBEE Obligations) — "Local Youth"</u>	10. Bidders to be guided by the RFP Annexure 3 (B-BBEE Obligations). The PPP Agreement will be updated and issued as discussed in the briefing session.

	Bidder Question	SANParks Response
	The B-BBEE scorecards in both PPP Agreement Schedule 5 and RFP Annexure 3 allocate scoring points to "Black Women/Youth from Local Communities" as a percentage of staff and management, but neither document defines "Youth" or "Local Youth" for this purpose (see also Question 2 regarding the definition of "Local"). Please confirm the applicable age range and any other qualifying criteria for a person to be counted as Local Youth for B-BBEE scoring and compliance purposes.	11. Bidder to consider statutory definition of Youth.
81.	**Jock of the Bushveld Concession** **RFP-Specific Clarifications** 2. <u>RFP #8.4.1 – Guest Facilities description</u> The RFP describes the Main Camp as comprising "12 units, with 24 beds each unit with own bathroom and splash pool and deck." This wording is ambiguous and	12. Reference to Information Memorandum for clarity.

	Bidder Question	SANParks Response
	could be read as 24 beds per unit (288 beds total) rather than 24 beds across all 12 units. Please confirm the intended reading is 24 beds total across the 12 units (i.e. 2 beds per unit), consistent with IM #5.3.5. 2. <u>RFP #13.3 – Envelope 1 submission requirements</u> Paragraph 13.3 requires "[one] original physical document and [one] electronic copy of the Bid document / [one] electronic copy (link details to be provided at Bidder's Conference)" for Envelope 1. Please clarify the exact number and form of copies required — specifically, whether one physical original plus one electronic copy via link is sufficient, or whether an additional electronic copy (beyond the link) is also required. 2. <u>RFP #5.2 – "technical/operational partner"</u>	13. Guests Beds at Main Jock (12 Units) + 6 Guest Beds (3 rooms) at the second camp known as Fitzpatrick's. 14. One Physical Original, One Physical Copy and electronic submission via a link to be shared with the bidders by SANParks. 15. Bidder to consider definition of Technical Partner and Change in Control in the PPP Agreement.

	Bidder Question	SANParks Response
	Paragraph 5.2 requires a minimum 30% equity holding by the "technical/operational partner," stated to be defined in the PPP Agreement. Please confirm the corresponding defined term and 30% threshold appear consistently in the PPP Agreement's definitions (clause 2.1), and provide the exact defined-term cross-reference. 2. <u>RFP cl. 16.5.2.1 (Functionality Evaluation — sub-category threshold)</u> RFP clause 16.5.2.1 states that the minimum overall threshold to pass Functional Requirements is 80%, and that the minimum threshold to pass any Functional Criteria sub-category (Financial and Capital Plan, Business and Operational Plan, Environmental Plan, and Risk Matrix) is 50%. Please confirm that a Bid must achieve at least 50% on each individual Functionality sub-category, in addition to the 80% aggregate weighted Functionality score, in order to pass Functional Requirements, and confirm this is consistent	16. (a) to (e) - See above response to similar questions.

	Bidder Question	SANParks Response
	with the Functionality Evaluation weightings set out elsewhere in the RFP. 2. RFP cl. 3.2.3.3 (Dispossessed Land Owner Communities — identification) The RFP requires a 10% free carry equity interest to be granted to “an entity established by or on behalf of the Dispossessed Land Owner Communities”, but does not identify the specific community/communities applicable to the Jock of the Bushveld Concession, nor the process or authority by which SANParks determines or verifies who constitutes the Dispossessed Land Owner Communities for this Concession. Please confirm (a) the identity of the Dispossessed Land Owner Communities applicable to the Jock of the Bushveld Concession, and (b) the process by which SANParks determines and verifies this, so that Bidders can engage with the correct community entity as part of their Bid preparation. We further note that PPP Agreement Schedule 5's B-BBEE	

	Bidder Question	SANParks Response
	Project Scorecard allocates the 10% free-carry equity its own dedicated scoring line — separate from the "Black People" and "Black Women" ownership sub-elements — worth 2.5 of the 15 points available under both Exercisable Voting Rights and Economic Interest (5 of the 30 Ownership points in total), described as a percentage share "as reflected by direct shareholding by Dispossessed Land Owner Communities and/or Local Community entities… which should be warehoused and will be allocated as per SANParks instructions." Please further confirm: (c) whether the 10% free-carry stake is scored exclusively under this dedicated line, with no portion of it also creditable under the separate Black People or Black Women ownership sub-elements, even where individual beneficiaries of the Community entity would themselves qualify as Black Women or another designated group; (d) if a Bidder submits a single consolidated B-BBEE scorecard across all its shareholders, how the free-	

	Bidder Question	SANParks Response
	carry contribution should be apportioned between the Voting Rights and Economic Interest categories; and (e) what "SANParks instructions" govern the allocation of the free-carry stake referred to in the scorecard, and when these will be made available to Bidders.	
	Jock of the Bushveld Concession **Information Memorandum — Further Clarifications** 2. <u>IM #7.5.2.6 vs IM Table of Contents / Section 9 heading</u> IM paragraph 7.5.2.6 refers to "ANNEXURE D – SANS 1162:2016," but the IM's Table of Contents and the annexure's own heading identify it as "ANNEXURE C." Please confirm the correct annexure letter. 2. <u>IM Annexure A (Technical Specifications) – clause numbering</u> Annexure A is headed as Section "8" of the IM, but its internal clauses continue the numbering sequence from	17. Response - ANNEXURE C – SANS 1162:2016 – SOUTH AFRICAN NATIONAL STANDARD RESPONSIBLE TOURISM REQUIREMENTS s correct and not reference to Annexure D 18. Clause number is noted in the IM, however the contents of the "TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS" remain relevant. Bidder should seek clarity

	Bidder Question	SANParks Response
	the main body (7.14 through 7.24) rather than beginning a fresh 8.x sequence, unlike Annexure B (Environmental Guidelines) which correctly begins at clause 8.1. Please confirm whether this is a drafting/formatting error, and clarify the correct clause numbering for Annexure A so that cross-references elsewhere in the Tender Documents can be verified.	in respect to specific cross-referencing in respect to this for avoidance of doubt
	Jock of the Bushveld Concession **Supplementary Clarification Questions** 2. <u>RFP Annexure 2 cl. 1.2.2 (Functionality Evaluation Schedule) vs RFP cl. 13.6 (Form and Contents of Bid Submissions)</u> RFP Annexure 2, Functionality Evaluation criterion 1.2.2 scores Bidders on "confirmation of funding available for 150 days from the date of Bid closure," as part of the Financial & Capital Plan (worth 30% of that sub-element). Separately, RFP clause 13.6 states that	30. See above response to similar question.

	Bidder Question	SANParks Response
	"all information provided in the Bid must be valid for 180 business days from the Bid Date." A 150-calendar-day period is materially shorter than a 180-business-day period (approximately eight to nine calendar months). Please confirm: (a) whether the funding confirmation letter required under 1.2.2 must in fact be obtained for the full 180 business days to remain consistent with the general Bid validity requirement in clause 13.6, notwithstanding the 150-day wording in Annexure 2; or (b) whether the 150-day period specifically and exclusively governs the funding confirmation for 1.2.2 scoring purposes, with the 180-business-day validity in clause 13.6 applying only to other elements of the Bid; and (c) if the two periods are intended to differ, the reason for a shorter funding-confirmation window than the Bid's overall validity period.	
	2. <u>RFP Annexure 3 (B-BBEE Project Scorecard) cl. 27.2 vs PPP Agreement Schedule 5 (B-BBEE Obligations) —</u>	31. (a) to (b) - See above response to similar question.

	Bidder Question	SANParks Response
	Ownership and Management Control scoring methodology for “Black Women” The B-BBEE Project Scorecard (RFP Annexure 3, cl. 27.2; PPP Agreement Schedule 5) scores “Black People” and “Black Women” as separate line items against the same measurement base throughout the Ownership element (Exercisable Voting Rights: Black People 40% (7.5 points), Black Women 40% (5 points); Economic Interest: Black People 40% (7.5 points), Black Women 40% (5 points)) and the Management Control and Employment Equity element (e.g. board representation: Black People 50%, Black Women 30%; executive management: Black People 50%, Black Women 30%; middle management: Black People 70%, Black Women 40%; junior management/supervisors: Black People 70%, Black Women 40%; total staff: Black People 75%, Black Women 40%). Neither the RFP nor the PPP Agreement states in terms whether the “Black Women” target in each pairing is	

	Bidder Question	SANParks Response
	(a) measured independently against the same total (i.e. total exercisable voting rights, total economic interest, total board members, total staff, as applicable), consistent with the definition at PPP Agreement Schedule 5 cl. 50.6.1 that "Black Women" means "female Black People" (such that Black Women are a subset of, and their shareholding/representation counts fully toward, the adjacent "Black People" target), or (b) intended to be read as a percentage of the "Black People" allocation itself (i.e. Black Women ownership/representation equating to 40% of the 40% Black People target, or 30% of the 50% Black People target for management/board lines, etc.). This materially affects the minimum shareholding, board composition and staffing commitments Bidders must reflect in the 'Target', 'Bid Offer Year 1' and 'Bid Offer Year 3' columns of their B-BBEE Proposal, and therefore their binding Bid Offer Compliance Targets under cl. 27.1.3 of the RFP and Schedule 5 of the PPP Agreement.	

	Bidder Question	SANParks Response
	Please confirm which of interpretation (a) or (b) above is correct and, if neither, provide SANParks' intended methodology for calculating compliance with the Black Women sub-elements of the B-BBEE Project Scorecard. 2. <u>PPP Agreement Schedule 25 (Handover Agreement, "Permits and Environmental Authorisations") — scope of the Concessionaire's obligation to keep permits and licences valid</u> PPP Agreement Schedule 25 (Handover Agreement) requires "the Concessionaire" to "maintain and keep valid, all permits, licences and authorisations required for operation of the Concession Area during the Handover Period." This is directly relevant to the water use licence position raised at Question 8 above. Please confirm: (a) that "the Concessionaire" in this Schedule means the Outgoing Concessionaire and not the incoming Private Party;	32. (a) – (c) See above response to similar question.

	Bidder Question	SANParks Response
	(b) that “maintain and keep valid” requires the Outgoing Concessionaire to rectify any permit, licence or authorisation — including the water use licence — that has already lapsed or fallen out of compliance as at Financial Close or at any point before or during the Handover Period, and cannot be read as merely preserving an already-lapsed or non-compliant status; and (c) that this rectification obligation, and any associated cost or risk, remains that of the Outgoing Concessionaire (or SANParks), and is not transferred to or inherited by the incoming Private Party.	
83.	**Lwakahle Concession** **Cross-Document Contradictions and Inconsistencies** 2. RFP #5 (PPP Opportunity Description) vs PPP Agreement Schedule 1 (cl. 46.7.1.2) vs IM Annexure A #5.1.4 / #5.2.5 / #5.3.2.2	1. Confirmation of 16 suites, 32 beds” (Classic Suites x 14 + Premium Suites x 2). Current PPP Agreement included in the tender documentation serves on the basis of draft purposes

	Bidder Question	SANParks Response
	The RFP describes the existing lodge as “12 suites (32 beds)”, while both the PPP Agreement (Schedule 1) and the Information Memorandum consistently describe it as “16 suites, 32 beds” (Classic Suites x 14 + Premium Suites x 2). Please confirm the correct number of suites/units comprising the existing Lukimbi Safari Lodge footprint, and confirm which figure is to be relied upon by Bidders for planning purposes. 2. <u>RFP (Concession Area Handover Principles) vs PPP Agreement Table of Contents / Schedule 25</u> The RFP refers to "Schedule 26 (Form of Handover Principles)" of the PPP Agreement. In the version of the PPP Agreement provided to us, the Handover Agreement is Schedule 25, and Schedule 26 is in fact the (currently blank) "Technical Specification" schedule. Please confirm the correct schedule number for the Handover Agreement/Principles and correct the cross-	only. Prior to contract signing, the said PPP Agreement and its respective schedules will be finalised accordingly 2. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	reference in the RFP and/or PPP Agreement as applicable. 2. RFP #3 (SANParks Beneficiation Scheme & Commercialisation Strategy Objectives) vs IM #4.12.2 The RFP's articulation of the SANParks Beneficiation Scheme references a free-carry equity objective for Dispossessed Land Owner Communities, whereas the Information Memorandum states explicitly, "No equity set aside is proposed for this Concession Opportunity." Please confirm definitively whether a mandatory equity set-aside or free-carry equity allocation for Dispossessed Land Owner Communities/indigenous landowner communities applies to the Lwakahle Concession and, if so, the required quantum and mechanism. 2. RFP (Concession Area Handover Principles) vs PPP Agreement Table of Contents / Schedule 25	3. See response above. 4. See response above.

	Bidder Question	SANParks Response
	The RFP refers to "Schedule 26 (Form of Handover Principles)" of the PPP Agreement. In the version of the PPP Agreement provided to us, the Handover Agreement is Schedule 25, and Schedule 26 is in fact the (currently blank) "Technical Specification" schedule. Please confirm the correct schedule number for the Handover Agreement/Principles and correct the cross-reference in the RFP and/or PPP Agreement as applicable. 2. <u>RFP #3 (SANParks Beneficiation Scheme & Commercialisation Strategy Objectives) vs IM #4.12.2</u> The RFP's articulation of the SANParks Beneficiation Scheme references a free-carry equity objective for Dispossessed Land Owner Communities, whereas the Information Memorandum states explicitly, "No equity set aside is proposed for this Concession Opportunity." Please confirm definitively whether a mandatory equity set-aside or free-carry equity allocation for	5. Bidders to be guided by the RFP requirements. Amendments to the I.M to be effected.

	Bidder Question	SANParks Response
	Dispossessed Land Owner Communities/indigenous landowner communities applies to the Lwakahle Concession and, if so, the required quantum and mechanism. 2. <u>PPP Agreement main body definitions (cl. 2) vs Schedule 5 (B-BBEE Obligations)</u> The definition of "Local" used in the body of the PPP Agreement (100km radius) appears to differ from the definition used in Schedule 5 (100km radius, or alternatively 30km from the Protected Area fence). Please confirm the single, correct definition of "Local" to be applied consistently for B-BBEE scoring and compliance monitoring purposes. 2. <u>PPP Agreement Schedule 5 (B-BBEE Obligations) — compliance trigger dates</u> Certain B-BBEE compliance provisions appear to be triggered from the Effective Date, while others appear	6. See above response to similar question. 7. See above response to similar question.

	Bidder Question	SANParks Response
	to measure the Private Party's B-BBEE contributor status as at Bid Submission. Please confirm the operative date against which minimum B-BBEE Contributor Status Level compliance is to be measured and maintained. 2. <u>RFP Bid Evaluation Criteria / IM #7.2.1.3 vs PPP Agreement Schedule 6 (PPP Fee)</u> The RFP and the Information Memorandum both state that SANParks "will not consider a minimum fixed rental PPP fee of less than R230 000 per month" in year one and R320 000 per month in year two, yet PPP Agreement Schedule 6 (PPP Fee) is left entirely blank ("R[ ]" per month; "[ ]%" variable fee). Please confirm whether these floor amounts are to be treated as a minimum threshold only, below which a Bid will be disqualified, or whether Schedule 6 will simply be completed with the winning Bidder's own PPP Fee proposal at Commercial Close.	8. If the bid has a fee offer of less than the minimum rental specified the bid will be disqualified during bid price and B-BBEE evaluation stage. 9. Overnight Stay, staff and guest limitation are noted in the Tender documentation (carrying capacities for the CA's). Should there be existing legally erected structures on the concession that exceed the

	Bidder Question	SANParks Response
	2. <u>RFP (Staff Housing description) vs IM Annexure A #5.4.2 vs PPP Agreement Schedule 1</u> The RFP states there are "40 beds for staff... although only 8 are allowed according to the maximum bed allowance for the concession." The Information Memorandum clarifies that staff bed allowance is variable and depends on guest occupancy relative to the overall 40-person site cap (32 guests + 8 staff at maximum guest occupancy). Please confirm the precise formula by which the permissible number of on-site staff beds varies with guest occupancy and confirm whether the existing staff housing stock (which IM #5.4.2.2 confirms currently exceeds 8 beds) may continue to be used or must be reduced. We further note that at the site visit for this Concession, a question was raised regarding an apparent discrepancy with the Environmental Impact Assessment (EIA), which is understood to state a staff bed allowance of 12 beds — differing from both the 8-	current maximum carrying capacities for the CA's remains the obligation of the new concession to manage occupancy within said occupancy and water restriction. Concessionaire can balance guest stays against staff overnight stays in the concession areas across facilities. Construction of new facilities will form part of the KNP and environmental processes included in the Tender document and the KNP Concession Operations Manual 10. Amendment to the I.M to be effected.

	Bidder Question	SANParks Response
	bed allowance derived from the RFP/IM formula above and the 40 existing beds on site. Please confirm which figure (8, 12, or another amount) reflects the correct and currently authorised staff bed allowance for the Concession and reconcile this against the EIA. 2. IM #4.14.3 (Land Claims / Beneficiation Scheme) cross-reference to the RFP The Information Memorandum states that "Bidders must refer to the Request for Proposal ('RFP') for obligations of Settlement Agreements on Concession Opportunities," but the RFP as provided to us does not contain a clearly identified, standalone section addressing Settlement Agreement/Beneficiation Scheme obligations. Please confirm the specific clause or annexure of the RFP in which these obligations are set out, or provide this information directly if it is not yet included.	11. RFP issued in draft form.

	Bidder Question	SANParks Response
	2. PPP Agreement signature page The signature blocks in the draft PPP Agreement are dated "2024", notwithstanding that the RFP and Information Memorandum are dated July 2026 and the Tender process is ongoing through late 2026. Please confirm this is a typographical carry-over from an earlier drafting cycle and confirm the correct anticipated execution year	
83.	**Lwakahle Concession** **PPP Agreement — Incomplete or Placeholder Provisions** 2. PPP Agreement Schedule 6 (PPP Fee) The Minimum PPP Fee ("R[ ]" per month) and Variable PPP Fee ("[ ]%" of Gross Revenue) are both left blank. Please confirm this schedule is to be completed at Commercial Close using the successful Bidder's own	1. Yes. The PPP Agreement clearly stipulates that it is a draft and only for review. All returnable requirements for the bidders to respond to are in the RFP. Bidders need to read the instructions carefully and not confuse themselves.

	Bidder Question	SANParks Response
	proposal, and confirm whether any SANParks-imposed floor (see Question 6) will also be reflected. 2. PPP Agreement Schedule 4 (Private Party Bid Submission) This schedule is marked "to be finalised before Commercial Close." Please confirm what content is intended to populate this schedule and whether Bidders should prepare or anticipate any specific inputs now as part of their Bid. PPP Agreement cl. 4 (Appointment) and related definitions Multiple placeholders appear in the Appointment clause and defined terms — including "[Name of Preferred Bidder Consortium]", "[•] Proprietary Limited", "registration number [insert registration number]" and "initial shareholders shall be [insert]". Please confirm these are to be completed only after the successful Bidder's SPV has been formed/identified, and do	2. Yes, the schedule to comprise of a Preferred Bdder's RFP submission.

	Bidder Question	SANParks Response
	not require completion or disclosure at Bid submission stage. 2. PPP Agreement cl. 43 (Notices) SANParks' notice address is populated in full, but the Private Party's notice address is left blank. Please confirm this is to be completed by the successful Bidder at Commercial Close. 2. PPP Agreement cl. 8 (Private Party Undertakings) — "Operations Manual dated [insert]" The PPP Agreement, RFP and Information Memorandum each refer extensively to the KNP Operating Manual / Concession Operations Manual (governing, among other things, water allocation, hygiene audits, staff transport and off-road driving rules). We have since obtained a copy of the KNP Concession Operations Manual (Version 2.3.5), which was not included in the official Tender Documents pack issued with the RFP. Please confirm that this is the current and applicable version of the Operations Manual referenced throughout the PPP	3. No, bidders to note that the RFP stipulates that no inputs on the RFP are required. 4. See above response on similar question regarding cross-referencing in the PPP Agreement.

	Bidder Question	SANParks Response
	Agreement, RFP and Information Memorandum, that no more recent version exists or is anticipated prior to the Bid Submission date, and that it will be formally incorporated into the Tender Documents so that all Bidders are working from the same authoritative version. We further note that the Operations Manual as supplied does not carry a date anywhere on its cover, title page, or elsewhere, and is identified only by the label “SANParks Revision 2” (which the document's own text records as having become effective from August 2005). Having reviewed its contents, the substantive guidance appears dated: the large majority of citations and referenced policies fall within the 1996–2008 period, and the most recent revision referenced anywhere in the document is the veld-fire management protocols, which the manual itself describes as “revised periodically, the latest revision being 2012” — with no indication of whether a more recent revision has since been issued. We could not identify any updated research or guidance reflected in the Water Provision Management or Fire Management sections in particular, including in respect of artificial water point	

	Bidder Question	SANParks Response
	management. Please confirm the date of the current version of the Operations Manual, confirm whether the veld-fire management protocols and artificial water provision guidance referenced in it remain current, and advise whether a more recently updated version of the Operations Manual (or of the underlying water and fire management policies it cross-refers to) exists or is anticipated prior to the Bid Submission date. 2. PPP Agreement cl. 27.1.6 (Private Party Default) This clause cross-references "Clause 48.11", however clause/numbering 48 in the document structure corresponds to Schedule 3 (Private Party Operational Requirements) rather than a main-body clause. Please confirm the correct cross-reference.	
84.	**Lwakahle Concession** **PPP Agreement — Ambiguous or Unclear Provisions**	

	Bidder Question	SANParks Response
	2. PPP Agreement cl. 5 (Project Term) Please confirm whether the 25-year Project Term runs from the Signature Date or the Operation Commencement Date, as both dates appear to be used as reference points elsewhere in the Agreement (for example, TGCSA grading accreditation is expressly linked to the Operation Commencement Date). 2. PPP Agreement Schedule 5 (B-BBEE Obligations) vs RFP Annexure 3 (B-BBEE Scorecard) Both the PPP Agreement (Schedule 5) and the RFP (Annexure 3) contain detailed, and apparently overlapping, B-BBEE scorecards and obligations. Please confirm that Schedule 5 and Annexure 3 contain the same criteria for scoring, point allocations, weightings and targets, and that these are identical as between the two documents; if not, please confirm which document is determinative in the event of any inconsistency.	17. It runs from the Effective Date. Bidders to note that a revised PPP Agreement will be published as communicated in the tender briefing session. 18. The scorecard in the RFP take precedent.

	Bidder Question	SANParks Response
	2. PPP Agreement cl. 17 (Financial Provisions and Payment) / IM #7.2.3 Please clarify the precise scope of the defined term "Gross Revenue" for purposes of calculating the Variable PPP Fee — specifically, whether revenue from ancillary services (curio shop/boutique, spa treatments, transfers, and similar) is included.	19 Please refer to the responses for question 15 and 24.
	2. PPP Agreement cl. 14 (Hygiene Audits) vs Monitoring provisions (cl. 25 / IM #8.10–8.11) The Agreement and Information Memorandum specify a Hygiene Audit minimum score of 75% (three consecutive audits below 75% constituting material breach) and, separately, an Environmental/ECO audit and general performance monitoring threshold of 85% (three consecutive audits below 85% constituting material breach). Please confirm these are two distinct and independently operating compliance regimes, and confirm whether a breach of either threshold alone (without the other) is sufficient to trigger a Private Party	20. Hygiene audits – The Bidder agrees to undertake at least 4 hygiene audits a year performed by a hygiene audit supplier with an ISO 17025 accreditation. The Private Operator agrees to address issues outlined in the hygiene audit findings report and will agree to achieve at least 75% on all audit results. The full report of hygiene audits will be submitted to SANParks for record and monitoring compliance. Bidder also agrees to co-operate with SANParks in compilation of Health & Safety monitoring checklist which is to be used in continuous monitoring of the health and safety of Concession. Hygiene Audit obligation is public areas including the public supporting areas (For guests services) which includes back-of-house areas supporting guests services,

	Bidder Question	SANParks Response
	Default under clause 27. We further note that the Hygiene Audit criteria in the RFP appear to be limited in scope to the public areas of the Lodge. Please clarify what is meant by 'public areas' for this purpose, and confirm why the Hygiene Audit does not extend to back-of-house areas such as kitchens, laundry, and plant and equipment rooms, given that conditions in these areas directly affect the hygiene and health of both staff and guests. 2. <u>PPP Agreement cl. 8/cl. 27 (Section 197 transfer) vs Schedule 25 (Handover Agreement)</u> The Private Party's obligation to offer employment to existing Concessionaire employees under Section 197 of the Labour Relations Act is stated to apply "as of the Effective Date", while the separate Handover Period process in Schedule 25 (5 months: 3 months negotiation, 2 months exit) also addresses transfer of existing employees.	(Kitchens, Prep Areas, Gym, Cold-rooms, Restaurants, Food Storage areas) Note: above this in all areas of the concession, the rule of law and respective South African health standards remain in respect to regulations governing general hygiene, food, transport of food and related matters as governmental Gazette. 21. It is triggered at appointment of preferred bidder and must be completed within the handover process/period.

	Bidder Question	SANParks Response
	Please clarify how the Effective Date-triggered Section 197 obligation interacts with the Handover Period process, and confirm whether these run concurrently or sequentially. 2. PPP Agreement Schedule 3 / IM Annexure A #8.7.3 (Water Allocation Formula) The worked example provided for the Water Allocation Formula is based on a "30-bed lodge with 60 permanent staff and 25 day staff", which does not match Lwakahle's actual configuration (32 guest beds; 8 staff beds per Question 7). Please provide the correct water allocation calculation applicable specifically to the Lwakahle Concession, using its actual guest and staff bed numbers. Note, we have also requested the actual information in our correspondence regarding 'sensitive information request'.	22. Water Allocation Formula limits were provided in the tender document. Daily quota of 350l/person/day for guests, Overnight Permanent Staff: 270l/person/day Each bidder will need to apply this rationale as part of their proposal in terms of numbers taking into consideration water allocation compliance requirement. Current operators average out of the bed allocation and occupancy and staff in order to maintain within the water allocation requirements

	Bidder Question	SANParks Response
	2. IM Annexure A #8.7 (Water) — potable water source not identified The Information Memorandum's Water section (Annexure A #8.7) sets out the applicable Water Use Protocol and the Water Allocation Formula, but does not identify the actual source of potable water supply for the Concession (for example, borehole, municipal connection, or other source) — unlike the equivalent sections for other KNP concessions on which we are advising, which do specify a source. Please confirm the current potable water source(s) for the Lwakahle Concession, whether any backup or secondary source exists, and whether a water treatment/purification plant is currently installed on site. 2. PPP Agreement / IM Annexure A #8.9.6 (Sustainability targets) Please confirm the baseline against which the stated 35% water-use reduction target is to be measured (for example, historical Lukimbi Safari Lodge consumption	23. portable water source: These are included in the Tender portal under the KNP Concession Operations Manual SANParks Revision 2 under “ANNEXURE A3 – GUIDELINES FOR THE PROVISION OF ARTIFICIAL WATER IN THE KNP CONCESSION AREAS” Noted, Status quo remains the same in reference to the distribution of the water use licenses.. In reference to water limitations, the current obligation is contained with tender documentation for the CA’s, Water Allocation Formula limits were provided in the tender document. Daily quota of 350l/person/day for guests, Overnight Permanent Staff: 270l/person/day.

	Bidder Question	SANParks Response
	data, or the water allocation calculated per Question 25), and confirm whether historical consumption data will be provided to Bidders, as per our correspondence relating to 'sensitive information request' already submitted. In this regard, we record that we have specifically requested a copy of the current water use licence for the Concession, and have been advised by SANParks that this will only be disclosed during the 2-week post-award review period afforded to the Preferred Bidder. We flag this as a material information gap for Bidders' due diligence and financial/operational planning prior to Bid Submission (relevant to both Question 25 and this Question 27), and confirm we are awaiting SANParks' feedback on this request. 2. <u>IM Annexure A #4.17.1.6 and #4.17.1.10 (Permit and licence transfer periods)</u> The Information Memorandum states the EIA transfer period is a minimum of 30 and maximum of 90 days,	24. Each bidder will need to apply this rationale as part of their proposal in terms of numbers taking into consideration water allocation compliance requirement.

	Bidder Question	SANParks Response
	while the water licence transfer period is stated only as a minimum of 30 days, with no maximum specified. Please confirm the maximum period for water licence transfer, and clarify the operational consequence if EIA or water licence transfer is not completed by the Operation Commencement Date.	25. Transfer of all licences by No later than the defined service commencement date within the handover, failing such the necessary contract procedure will be implemented
86.	**Lwakahle Concession** **RFP-Specific Clarifications** 12. <u>RFP #4.12.2 and #4.12.3 (bidding on multiple concessions)</u> The RFP permits a single Bidder to bid on a maximum of 4 of the 6 KNP concessions, but permits SANParks to award the same Preferred Bidder a maximum of 2 of the 6 concessions.	26. The consideration forms part of SANParks internal evaluation mechanism, which includes consideration of the second highest scoring bidder.

	Bidder Question	SANParks Response
	Please confirm how SANParks will determine which concession(s) are awarded to a Bidder that is the top-ranked Bidder on more than 2 of its bid concessions — specifically, whether Bidders must submit a ranked preference, and by when. 13. RFP Annexure 4 (PPP Fee Offer pro-forma cashflow table) Certain formula labels in the pro-forma cashflow table are unclear (for example, "(8*Variable %)" and "(8*6.5%)"). Please clarify the intended calculation methodology underlying these formulas and confirm/correct the labelling in the pro-forma. 14. RFP Annexure 2 (Concessionaire Risk Matrix) Please confirm whether a Bidder's proposed percentage risk allocations submitted in the 27-item Risk Matrix are binding as submitted, or remain subject to further negotiation prior to Commercial Close, and	27. Please note that the actual table guidance note is (7*Variable %) and not 8. The 7 and 8 refers to the Table Column that is numbered from 1 to 11. The guidance reference for Column 8 is 8*65% and not 8*6.5%. The table is the same for all the concessions 28. The risk allocation in the PPP Agreement is fixed and any adjustments during negotiations will be informed by a Bidder's Risk Matrix submitted at RFP, to which Bidders are bound by.

	Bidder Question	SANParks Response
	confirm how these proposed allocations interact with risk positions already fixed in the PPP Agreement itself (for example, Site Conditions risk, which clause 13 allocates fully to the Private Party with no SANParks representation as to suitability). 15. <u>RFP cl. 16.5.2.1 (Functionality Evaluation — sub-category threshold)</u> RFP clause 16.5.2.1 states that the minimum overall threshold to pass Functional Requirements is 80%, and that the minimum threshold to pass any Functional Criteria sub-category (Financial and Capital Plan, Business and Operational Plan, Environmental Plan, and Risk Matrix) is 50%. Please confirm that a Bid must achieve at least 50% on each individual Functionality sub-category, in addition to the 80% aggregate weighted Functionality score, in order to pass Functional Requirements, and confirm this is consistent with the Functionality Evaluation weightings set out elsewhere in the RFP (Financial & Capital Plan 25%;	29. Yes, Bidders must score a minimum of 50% for each sub-category. The need for adjustment of timelines will be resolved between SANParks and a preferred bidder, as and when they arise. As a key element of any PPP is Risk Transfer together with Affordability and Value for Money, the Risk Matrix is a commitment and is binding. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	Business & Operational Plan 45%; Environmental Plan & Due Diligence 20%; Risk Matrix 10%). 16. <u>RFP (Signature and Effectiveness of PPP Agreement)</u> The RFP allows 2 weeks for clarification and a further 3 weeks for signature of the PPP Agreement following the award letter. Please confirm the consequence if the Preferred Bidder is unable to sign within this combined 5-week window (for example, due to conditions precedent that cannot reasonably be satisfied in that time), and confirm whether any extension mechanism is available. 17. <u>RFP #23 (Bidder Enquiries) and Bid Timetable</u> Please confirm the format in which SANParks will issue consolidated responses to Bidders' written questions (for example, an addendum circulated to all Bidders simultaneously), and confirm that the RFP's indicative	30. Bidders are advised to focus on clarification questions to enable them to submit at RFP. The timing is an indication to Bidders to ensure that all requirements are in place by bidding stage and that no unnecessary delays are caused during negotiation and Commercial close. 31. The updated time table will be provided at the Bidders conference and was already uploaded to the SANParks website. Questions will remain required in writing emailed to Jabulile Galane

	Bidder Question	SANParks Response
	response distribution date of 4 September 2026 remains accurate.	and responses will be provided in rounds in one document such as this.
	Lwakahle Concession **Information Memorandum — Further Clarifications** 18. <u>IM #4.12.2 and #4.14 (Beneficiation Scheme) — B-BBEE Ownership scoring interaction</u> Given the Information Memorandum states no mandatory equity set-aside applies to indigenous landowner communities for this Concession (see also Question 3), please confirm whether Bidders are nonetheless expected to be scored on voluntary equity participation by Dispossessed Land Owner Communities under the B-BBEE Ownership element of the scorecard, and if so, the applicable weighting. 19. <u>IM Annexure A #5.4.2.2 (existing staff housing)</u>	The RFP requirements take precedent. 32. RFP requires bidders to make commitments for DLOC. Corresponding amendments will be made to the I.M to reflect this RFP Obligation. 33. Overnight Stay, staff and guest limitation are noted in the Tender documentation (carrying capacities for the CA's). Should there be existing legally erected structures on the concession that

	Bidder Question	SANParks Response
	The Information Memorandum confirms that actual existing staff housing currently exceeds the stated 8-bed allowance. Please confirm whether the Private Party will be required to reduce staff housing to the 8-bed maximum (at full guest occupancy) upon appointment, or whether the existing housing stock may continue to be used, subject to the water licence constraint described in the IM.	exceed the current maximum carrying capacities for the CA's remains the obligation of the new concession to manage occupancy within said occupancy and water restriction. Concessionaire can balance guest stays against staff overnight stays in the concession areas across facilities. Construction of new facilities will form part of the KNP and environmental processes included in the Tender document and the KNP Concession Operations Manual
	Lwakahle Concession **Supplementary Clarification Questions** 20. <u>PPP Agreement Schedule 5 / RFP Annexure 3 (B-BBEE Obligations) — "Local Youth"</u> The B-BBEE scorecards in both PPP Agreement Schedule 5 and RFP Annexure 3 allocate scoring points to "Black Women/Youth from Local Communities" as a percentage of staff and management, but neither document defines "Youth" or	34. See statutory definition of Youth..

	Bidder Question	SANParks Response
	"Local Youth" for this purpose (see also Question 4 regarding the definition of "Local"). Please confirm the applicable age range and any other qualifying criteria for a person to be counted as Local Youth for B-BBEE scoring and compliance purposes. 21. <u>RFP cl. 3.2.3.3 / PPP Agreement Schedule 5 (10% Free Carry Equity — Dispossessed Land Owner Communities)</u> The RFP (cl. 3.2.3.3 and Annexure 3) and PPP Agreement Schedule 5 require the Private Party to set aside a 10% free carry equity interest for Dispossessed Land Owner Communities/Local Communities, described as a fixed "ten percent (10%)" interest, notwithstanding that the Information Memorandum states no equity set-aside is proposed for this Concession (see Question 3 and Question 35 above). To the extent this 10% free carry requirement applies, please confirm whether 10% is a fixed requirement or a minimum threshold, and if a minimum, whether Bidders	35. Bidders are required to make provision for a 10% free-carry and corresponding changes will be made in the I.M and published..

	Bidder Question	SANParks Response
	may propose a higher percentage as part of their B-BBEE Proposal for scoring purposes. 22. <u>RFP cl. 3.2.3.3 (Dispossessed Land Owner Communities — identification)</u> The RFP requires a 10% free carry equity interest to be granted to "an entity established by or on behalf of the Dispossessed Land Owner Communities", but does not identify the specific community/communities applicable to the Lwakahle Concession, nor the process or authority by which SANParks determines or verifies who constitutes the Dispossessed Land Owner Communities for this Concession. Please confirm (a) the identity of the Dispossessed Land Owner Communities applicable to the Lwakahle Concession, and (b) the process by which SANParks determines and verifies this, so that Bidders can engage with the correct community entity as part of their Bid preparation. We further note that PPP Agreement Schedule 5's B-BBEE	36. See the answer to similar question provided above for Jakkalsbessie Concession as well as Question 45. (a) See above response to similar question. (b) See above response to similar question.

	Bidder Question	SANParks Response
	Project Scorecard allocates the 10% free-carry equity its own dedicated scoring line — separate from the "Black People" and "Black Women" ownership sub-elements — worth 2.5 of the 15 points available under both Exercisable Voting Rights and Economic Interest (5 of the 30 Ownership points in total), described as a percentage share "as reflected by direct shareholding by Dispossessed Land Owner Communities and/or Local Community entities… which should be warehoused and will be allocated as per SANParks instructions." Please further confirm: (c) whether the 10% free-carry stake is scored exclusively under this dedicated line, with no portion of it also creditable under the separate Black People or Black Women ownership sub-elements, even where individual beneficiaries of the Community entity would themselves qualify as Black Women or another designated group; (d) if a Bidder submits a single consolidated B-BBEE scorecard across all its shareholders, how the free-	(c) It is only in respect of the dedicated line/B-BBEE Sub-Elements as seen in the B-BBEE Project Scorecard. (d) Bidders may exclude the 10% equity from the DLOC for purposes of obtaining a Consolidated B-BBEE Certificate for RFP submission. However, the 10% held by the DLOC must be included once they are identified and constituted on or before the project/operations commencement date.

	Bidder Question	SANParks Response
	carry contribution should be apportioned between the Voting Rights and Economic Interest categories; and (e) what "SANParks instructions" govern the allocation of the free-carry stake referred to in the scorecard, and when these will be made available to Bidders. 23. <u>RFP Annexure 2 cl. 1.2.2 (Functionality Evaluation Schedule) vs RFP cl. 13.6 (Form and Contents of Bid Submissions)</u> RFP Annexure 2, Functionality Evaluation criterion 1.2.2 scores Bidders on "confirmation of funding available for 150 days from the date of Bid closure," as part of the Financial & Capital Plan (worth 30% of that sub-element). Separately, RFP clause 13.6 states that "all information provided in the Bid must be valid for 180 business days from the Bid Date." A 150-calendar-day period is materially shorter than a 180-business-day period (approximately eight to nine calendar months). Please confirm: (a) whether the funding confirmation letter required under 1.2.2 must in fact be obtained for	37. Yes, the two dates differ and Bidders are required to adhere to the 2 separate periods as they appear in the RFP.

	Bidder Question	SANParks Response
	the full 180 business days to remain consistent with the general Bid validity requirement in clause 13.6, notwithstanding the 150-day wording in Annexure 2; or (b) whether the 150-day period specifically and exclusively governs the funding confirmation for 1.2.2 scoring purposes, with the 180-business-day validity in clause 13.6 applying only to other elements of the Bid; and (c) if the two periods are intended to differ, the reason for a shorter funding-confirmation window than the Bid's overall validity period. 24. <u>RFP Annexure 3 (B-BBEE Project Scorecard) cl. 27.2 vs PPP Agreement Schedule 5 (B-BBEE Obligations) — Ownership and Management Control scoring methodology for “Black Women”</u> The B-BBEE Project Scorecard (RFP Annexure 3, cl. 27.2; PPP Agreement Schedule 5) scores “Black People” and “Black Women” as separate line items against the same measurement base throughout the	38. See response above to a similar question.

	Bidder Question	SANParks Response
	Ownership element (Exercisable Voting Rights: Black People 40% (7.5 points), Black Women 40% (5 points); Economic Interest: Black People 40% (7.5 points), Black Women 40% (5 points)) and the Management Control and Employment Equity element (e.g. board representation: Black People 50%, Black Women 30%; executive management: Black People 50%, Black Women 30%; middle management: Black People 70%, Black Women 40%; junior management/supervisors: Black People 70%, Black Women 40%; total staff: Black People 75%, Black Women 40%). Neither the RFP nor the PPP Agreement states in terms whether the "Black Women" target in each pairing is (a) measured independently against the same total (i.e. total exercisable voting rights, total economic interest, total board members, total staff, as applicable), consistent with the definition at PPP Agreement Schedule 5 cl. 50.6.1 that "Black Women" means "female Black People" (such that Black Women are a subset of, and their shareholding/representation counts fully toward, the	

	Bidder Question	SANParks Response
	adjacent “Black People” target), or (b) intended to be read as a percentage of the “Black People” allocation itself (i.e. Black Women ownership/representation equating to 40% of the 40% Black People target, or 30% of the 50% Black People target for management/board lines, etc.). This materially affects the minimum shareholding, board composition and staffing commitments Bidders must reflect in the ‘Target’, ‘Bid Offer Year 1’ and ‘Bid Offer Year 3’ columns of their B-BBEE Proposal, and therefore their binding Bid Offer Compliance Targets under cl. 27.1.3 of the RFP and Schedule 5 of the PPP Agreement. Please confirm which of interpretation (a) or (b) above is correct and, if neither, provide SANParks’ intended methodology for calculating compliance with the Black Women sub-elements of the B-BBEE Project Scorecard. 25. PPP Agreement Schedule 25 (Handover Agreement, “Permits and Environmental Authorisations”) — scope of	39. (a) to (c) - See above response to a similar question.

	Bidder Question	SANParks Response
	the Concessionaire's obligation to keep permits and licences valid PPP Agreement Schedule 25 (Handover Agreement) requires "the Concessionaire" to "maintain and keep valid, all permits, licences and authorisations required for operation of the Concession Area during the Handover Period." This is directly relevant to the water use licence position raised at Question 27 above. Please confirm: (a) that "the Concessionaire" in this Schedule means the Outgoing Concessionaire and not the incoming Private Party; (b) that "maintain and keep valid" requires the Outgoing Concessionaire to rectify any permit, licence or authorisation — including the water use licence — that has already lapsed or fallen out of compliance as at Financial Close or at any point before or during the Handover Period, and cannot be read as merely preserving an already-lapsed or non-compliant status; and	

	Bidder Question	SANParks Response
	(c) that this rectification obligation, and any associated cost or risk, remains that of the Outgoing Concessionaire (or SANParks), and is not transferred to or inherited by the incoming Private Party.	
87.	**Mutlumuvi Concession** **Cross-Document Contradictions and Inconsistencies** 1. <u>IM #4.12.2 vs RFP #3.2.3.3 & Annexure 3 (B-BBEE Scorecard, Ownership element)</u> The Information Memorandum states, in the context of the Beneficiation Scheme, that "No equity set aside is proposed for this Concession Opportunity." The RFP, however, requires the Private Party to set aside a 10% equity interest for the Dispossessed Land Owner Communities on a free-carry basis, and the B-BBEE Project Scorecard awards preference points against this 10% free-carry equity under both the Exercisable Voting Rights and Economic Interest sub-elements of	1. See above response to a similar question. Corresponding amendments to the I.M to reflect provision for 10% free-carry will be made.

	Bidder Question	SANParks Response
	Ownership. Please confirm definitively whether the 10% free-carry equity set-aside is or is not required for this Concession, as this materially affects SPV structuring and B-BBEE scoring. To the extent it does apply, please also confirm whether 10% is a fixed requirement or a minimum threshold, and if a minimum, whether Bidders may propose a higher percentage as part of their B-BBEE Proposal for scoring purposes. 2. <u>PPP Agreement cl 2.1.53 & RFP #2.2.2 vs PPP Agreement Schedule 5 cl 50.6.9</u> “Local” is defined in the PPP Agreement's main definitions (cl 2.1.53) and in the RFP's Value-for-Money Objectives (#2.2.2) as communities within a 100km radius of the Concession Area/KNP. Schedule 5 (B-BBEE Obligations) clause 50.6.9, however, defines “Local” as either the 100km radius or, alternatively, a 30km reach of the Protected Area fence boundary.	2. The two can be read together and must be interpreted to mean up to 100km radius. For further clarification, the radius pertains only to “Local/ Localisation” and not “Local Content”.

	Bidder Question	SANParks Response
	Please confirm which radius (100km only, or 100km/30km alternative) governs for B-BBEE local-content purposes. 3. <u>RFP Annexure 2 #2.2.7(a); IM #7.24.1 vs PPP Agreement cl 2.1.43 & cl 14.1.4.6; Schedule 3 cl 48.28.5.1 (Hygiene Audits)</u> The RFP and IM both specify hygiene audits must be conducted quarterly (at least 4 times a year) with a minimum pass score of 75%. The PPP Agreement's main body (cl 2.1.43 and cl 14.1.4.6) instead describes hygiene audits as bi-annual/twice a year, while PPP Agreement Schedule 3 (cl 48.28.5.1) again specifies quarterly. Please confirm the correct, single governing frequency and amend the PPP Agreement's main body accordingly. We further note that the PPP Agreement's defined term “Hygiene Audit” (clause 2.1.43) and clause 14.1.4.6 both expressly limit the audit to “the public area only”, with no equivalent limitation in Schedule 3 (clause 48.28.5.1), which requires hygiene audits generally at the property and does not extend to	3. Hygiene audits – The Bidder agrees to undertake at least 4 hygiene audits a year performed by a hygiene audit supplier with an ISO 17025 accreditation. The Private Operator agrees to address issues outlined in the hygiene audit findings report and will agree to achieve at least 75% on all audit results. The full report of hygiene audits will be submitted to SANParks for record and monitoring compliance. Bidder also agrees to co-operate with SANParks in compilation of Health & Safety monitoring checklist which is to be used in continuous monitoring of the health and safety of Concession. Hygiene Audit obligation is public areas including the public supporting areas (For guests services) which includes back-of-house areas supporting guests services, (Kitchens, Prep Areas, Gym, Cold-rooms, Restaurants, Food Storage areas)

	Bidder Question	SANParks Response
	back-of-house areas such as kitchens, laundry, and plant and equipment rooms. Please confirm whether the Hygiene Audit obligation is limited to public areas only, or extends to back-of-house areas, and correct the inconsistency between these provisions. 4. <u>RFP Annexure 2 #3.11.1 vs IM #7.13.2/#9.17.1 vs PPP Agreement Schedule 7</u> The RFP states that the general environmental monitoring checklist (used for the 85%-over-three-consecutive-audits material breach test) will be conducted “once every 6 months,” the IM (in both the main body at #7.13.2 and Annexure B at #9.17.1) states this same checklist is conducted “on a quarterly basis,” and the PPP Agreement's equivalent Schedule 7 provision instead specifies “once every 4 months.” Please confirm the correct frequency, as this determines the mechanism for assessing material breach under the PPP Agreement. (We note the	4. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.

	Bidder Question	SANParks Response
	separate ECO Audit obligation under Schedule 3 cl 48.28.4.1 is consistently stated as quarterly across the RFP, IM and PPP Agreement, and does not require clarification.) 5. <u>RFP #19.3.1 vs PPP Agreement cl 12/Schedule 25/Schedule 26</u> RFP paragraph 19.3.1 states that end-of-term handover is governed by "Schedule 26 (Form of Handover Principles)" of the PPP Agreement. However, in the PPP Agreement itself, the handover content is set out at "Schedule 25 (Form of Handover Agreement)," while Schedule 26 appears to be a separate (blank) Technical Specification schedule. Please confirm the correct schedule number for end-of-term handover principles and correct the RFP and/or PPP Agreement accordingly. 6. <u>PPP Agreement cl 18.4 vs RFP #20.2</u> PPP Agreement clause 18.4 records the Performance Bond amount as the malformed placeholder "R ()" with	5. See the answer to similar question provided above for Jakkalsbessie Concession. 6. See the answer to similar question provided above for Jakkalsbessie Concession. The value of the Performance Bond will be as stated in the RFP, all changes in the PPP Agreement will be affected during negotiations with the preferred bidder.

	Bidder Question	SANParks Response
	no figure inserted. The RFP, at paragraph 20.2, clearly states the Bid and Performance Bond amount as R500,000. Please confirm that the PPP Agreement should be corrected to reflect R500,000 (VAT excl.), escalating annually by CPI from 1 April as provided elsewhere in the RFP. 7. IM #8.7.7.2 (and PPP Agreement Schedule 3 #48.24.1.5) – Water Allocation Formula worked example The Water Allocation Formula worked example provided uses a generic "30-bed lodge with 60 permanent staff and 25-day staff." This does not correspond to Mutlumuvi's actual configuration (24 guest beds plus 8 on the sleep-out decks, and 13 staff beds, per PPP Agreement Schedule 1 cl 46.5 and RFP #8.4.2.1/IM #5.4.2). Please provide a worked water allocation example using Mutlumuvi's actual guest and staff numbers, so Bidders can accurately budget water infrastructure and compliance costs. We further record that the current water use licence for the Concession has been specifically requested as part of our	7. Water Allocation Formula limits were provided in the tender document. Daily quota of 350l/person/day for guests, Overnight Permanent Staff: 270l/person/day Each bidder will need to apply this rationale as part of their proposal in terms of numbers taking into consideration water allocation compliance requirement. Current operators average out of the bed allocation and occupancy and staff in order to maintain within the water allocation requirements.

	Bidder Question	SANParks Response
	correspondence with SANParks (as for the other three KNP concessions on which we are advising), and that we have been advised this will only be disclosed during the 2-week post-award review period afforded to the Preferred Bidder. We flag this as a material information gap for Bidders' due diligence and financial/operational planning prior to Bid Submission, and confirm we are awaiting SANParks' feedback on this request. 8. <u>PPP Agreement Schedule 5 (B-BBEE Obligations) vs RFP Annexure 3 (B-BBEE Scorecard)</u> Both the PPP Agreement (Schedule 5) and the RFP (Annexure 3) contain detailed, and apparently overlapping, B-BBEE scorecards and obligations. Please confirm that Schedule 5 and Annexure 3 contain the same criteria for scoring, point allocations, weightings and targets, and that these are identical as between the two documents; if not, please confirm which document is determinative in the event of any inconsistency.	8. The RFP.

	Bidder Question	SANParks Response
88,	**Mutlumuvi Concession** **PPP Agreement — Incomplete or Placeholder Provisions** 9. PPP Agreement – multiple blank Schedules ([•]) A number of Schedules to the PPP Agreement remain blank or marked "[•]" in the draft provided (including Schedule 6 fee fields, and further Schedules referenced in the Table of Contents). Please confirm when these outstanding Schedules will be populated and made available to Bidders, and whether any of the blank content is expected to materially affect the Bidder's technical, financial or B-BBEE proposal. 10. PPP Agreement – Private Party/SPV identity placeholders The PPP Agreement contains multiple placeholders — including "[Name of Preferred Bidder Consortium]", "[•]	9. See above response to similar question. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder. 9. See response above to the related question. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.

	Bidder Question	SANParks Response
	Proprietary Limited", and "initial shareholders shall be [insert]" — in the Appointment clause and related definitions. Please confirm the process and timing for finalising the Private Party SPV's name, registration number and initial shareholder details in the PPP Agreement, consistent with RFP paragraph 5.12 (15 Business Days before signature for incorporation) and paragraph 5.7. 11. <u>PPP Agreement / IM #7.3.16 — "KNP Operations Manual"</u> The PPP Agreement and Information Memorandum each refer extensively to the KNP Operating Manual / KNP Concession Operations Manual (governing, among other things, staff housing, transport, maintenance and infrastructural upgrades), described as "to be provided" to Bidders. As previously confirmed to SANParks in respect of the other KNP concessions on which we are advising, we have since obtained a copy of the KNP Concession Operations Manual	10. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.

	Bidder Question	SANParks Response
	(Version 2.3.5), which is common to all six KNP concessions and was not included in the official Tender Documents pack issued with the RFP. Please confirm that this is the current and applicable version of the Operations Manual referenced throughout the PPP Agreement, RFP and Information Memorandum, that no more recent version exists or is anticipated prior to the Bid Submission date, and that it will be formally incorporated into the Tender Documents so that all Bidders are working from the same authoritative version. We further note that the Operations Manual as supplied does not carry a date anywhere on its cover, title page, or elsewhere, and is identified only by the label “SANParks Revision 2” (which the document's own text records as having become effective from August 2005). Having reviewed its contents, the substantive guidance appears dated: the large majority of citations and referenced policies fall within the 1996–2008 period, and the most recent revision referenced anywhere in the document is the veld-fire management protocols, which the manual itself describes as “revised	

	Bidder Question	SANParks Response
	periodically, the latest revision being 2012" — with no indication of whether a more recent revision has since been issued. We could not identify any updated research or guidance reflected in the Water Provision Management or Fire Management sections in particular, including in respect of artificial water point management. Please confirm the date of the current version of the Operations Manual, confirm whether the veld-fire management protocols and artificial water provision guidance referenced in it remain current, and advise whether a more recently updated version of the Operations Manual (or of the underlying water and fire management policies it cross-refers to) exists or is anticipated prior to the Bid Submission date	
89.	**Mutlumuvi Concession** **PPP Agreement — Internal Ambiguities and Drafting Errors**	

	Bidder Question	SANParks Response
	12. PPP Agreement cl 28 (SANParks Default) Clause 28 begins: "Notwithstanding the provisions of section SANParks Default shall mean a breach by SANParks..." This appears to be missing a clause cross-reference number and reads as incomplete/garbled. Please provide the corrected clause text.	11. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.
	13. PPP Agreement cl 27.1.6 Clause 27.1.6 cites "Clauses 48.11, 13.6 and Schedule 6" as payment-default triggers. Clause 48.11 (in Schedule 3) is titled "Staff Housing" and does not appear to relate to payment obligations. Please confirm the correct clause reference(s) intended.	12. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder.
	14. PPP Agreement Schedule 19 (POPIA) Schedule 19 is introduced as "65. SCHEDULE 19," but its first sub-clause is numbered "68.1 Definitions."	13. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder. Yes, DFFE is the correct term.

	Bidder Question	SANParks Response
	Please confirm the correct clause numbering sequence for Schedule 19. 15. <u>PPP Agreement Schedule 7 (Environmental Specifications)</u> Schedule 7 refers to the department by its former name "DEA," whereas the PPP Agreement's Table of Abbreviations, the RFP and the IM consistently use "DFFE" (Department of Forestry, Fisheries and the Environment). Please confirm DFFE is the correct current reference throughout. 16. <u>PPP Agreement Schedule 3 & Schedule 7</u> Schedule 3 (Private Party Operational Requirements) contains references to "coach toilets" and coach branding colours, and Schedule 7 references compliance with laws "pertaining to operation on a railway line as determined by the Rail Safety Regulator." None of these appear applicable to	14. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder. 15. Current PPP Agreement included in the tender documentation serves on the basis of draft purposes only. Prior to contract signing, the said PPP Agreement and its respective schedules will be finalised, which will include but not limited to the removal on the references to Rail, Coach or rail safety regulation, Rail branding, Rail dining, and all such elements that are not applicable to the respective Lodge Concession concern.\

	Bidder Question	SANParks Response
	Mutlumuvi, which is a lodge/tented-camp-based (not rail-based) concession. Please confirm these references are drafting errors carried over from a different SANParks concession template and provide corrected schedule text.	16. See above response to similar question.
	17. <u>PPP Agreement Schedule 5 (B-BBEE Obligations) cl 50.12</u> The B-BBEE timeline table references an "SPV Consolidated B-BBEE Scorecard" applicable "At RFP" stage, which appears distinct from the "B-BBEE Project Scorecard" used from Year 1 onward (per RFP Annexure 3 and PPP Agreement Schedule 5). Please clarify the relationship between these two scorecards and confirm which applies at Bid submission versus during the operational term.	17. See above response to similar question.
	18. <u>PPP Agreement Schedule 5 / RFP Annexure 3 (B-BBEE Obligations) — "Local Youth"</u>	

	Bidder Question	SANParks Response
	The B-BBEE scorecards in both PPP Agreement Schedule 5 and RFP Annexure 3 allocate scoring points to “Black Women/Youth” as a percentage of staff and management, but neither document defines “Youth” or “Local Youth” for this purpose (see also Question 2 regarding the definition of “Local”). Please confirm the applicable age range and any other qualifying criteria for a person to be counted as Local Youth for B-BBEE scoring and compliance purposes.	
90.	**Mutlumuvi Concession** **RFP-Specific Clarifications** 19. <u>RFP #13.3 – Envelope 1 submission requirements</u> Paragraph 13.3 requires “[one] original physical document and [one] electronic copy of the Bid document / [one] electronic copy (link details to be provided at Bidder's Conference)” for Envelope 1. Please clarify the exact number and form of copies required — specifically, whether one physical original	18. See above response to similar question..

	Bidder Question	SANParks Response
	plus one electronic copy via link is sufficient, or whether an additional electronic copy (beyond the link) is also required. 20. RFP #10.2 vs RFP #22.2 (Bid Timetable) Paragraph 10.2 specifies the Due Diligence site visit for Mutlumuvi as a single date, "[12 August 2026]" (09h00–13h00) — the brackets suggesting this date may not yet be finalised — while the Bid Timetable at paragraph 22.2 shows "Due Diligence Site Visits" spanning 3 to 13 August 2026 across all six concessions. Please confirm 12 August 2026 is the fixed and final site visit date specifically applicable to the Mutlumuvi Concession, and remove the brackets from paragraph 10.2 if so. 21. RFP #5.2 – "technical/operational partner Paragraph 5.2 requires a minimum 30% equity holding by the "technical/operational partner," stated to be defined in the PPP Agreement. Please confirm the	19. The site visit date is 12 August 2026

	Bidder Question	SANParks Response
	corresponding defined term and 30% threshold appear consistently in the PPP Agreement's definitions (clause 2.1), and provide the exact defined-term cross-reference. 22. <u>RFP cl. 16.5.2.1 (Functionality Evaluation — sub-category threshold)</u> RFP clause 16.5.2.1 states that the minimum overall threshold to pass Functional Requirements is 80%, and that the minimum threshold to pass any Functional Criteria sub-category (Financial and Capital Plan, Business and Operational Plan, Environmental Plan, and Risk Matrix) is 50%. Please confirm that a Bid must achieve at least 50% on each individual Functionality sub-category, in addition to the 80% aggregate weighted Functionality score, in order to pass Functional Requirements, and confirm this is consistent with the Functionality Evaluation weightings set out elsewhere in the RFP.	20. Bidder to consider definition of Technical Partner and Change in Control in the PPP Agreement for clarity.. 21. See above response to similar question..

	Bidder Question	SANParks Response
	23. RFP cl. 3.2.3.3 (Dispossessed Land Owner Communities — identification) The RFP requires a 10% free carry equity interest to be granted to "an entity established by or on behalf of the Dispossessed Land Owner Communities", but does not identify the specific community/communities applicable to the Mutlumuvi Concession, nor the process or authority by which SANParks determines or verifies who constitutes the Dispossessed Land Owner Communities for this Concession. Please confirm (a) the identity of the Dispossessed Land Owner Communities applicable to the Mutlumuvi Concession, and (b) the process by which SANParks determines and verifies this, so that Bidders can engage with the correct community entity as part of their Bid preparation. We further note that PPP Agreement Schedule 5's B-BBEE Project Scorecard allocates the 10% free-carry equity its own dedicated scoring line — separate from the	22. See above response to similar question.. (a) See above response to similar question. (b) See above response to similar question.

	Bidder Question	SANParks Response
	"Black People" and "Black Women" ownership sub-elements — worth 2.5 of the 15 points available under both Exercisable Voting Rights and Economic Interest (5 of the 30 Ownership points in total), described as a percentage share "as reflected by direct shareholding by Dispossessed Land Owner Communities and/or Local Community entities… which should be warehoused and will be allocated as per SANParks instructions." Please further confirm: (c) whether the 10% free-carry stake is scored exclusively under this dedicated line, with no portion of it also creditable under the separate Black People or Black Women ownership sub-elements, even where individual beneficiaries of the Community entity would themselves qualify as Black Women or another designated group; (d) if a Bidder submits a single consolidated B-BBEE scorecard across all its shareholders, how the free-	(c) See above response to similar question.

	Bidder Question	SANParks Response
	carry contribution should be apportioned between the Voting Rights and Economic Interest categories; and (e) what "SANParks instructions" govern the allocation of the free-carry stake referred to in the scorecard, and when these will be made available to Bidders.	(d) Where the Ownership Sub-Element is concerned, yYes, it is specifically for the ownership by DLOC. (e) See the response to Question 77.

	Bidder Question	SANParks Response

	Bidder Question	SANParks Response
91.	**Mutlumuvi Concession** **Information Memorandum — Further Clarifications** 24. <u>IM #7.5.2.6 vs IM Table of Contents / Section 10 heading</u> IM paragraph 7.5.2.6 refers to “ANNEXURE D – SANS 1162:2016,” but the IM's Table of Contents and the annexure's own heading identify it as “ANNEXURE C.” Please confirm the correct annexure letter.	23. Response - ANNEXURE C – SANS 1162:2016 – SOUTH AFRICAN NATIONAL STANDARD RESPONSIBLE TOURISM REQUIREMENTS s correct and not reference to Annexure D
92.	**Mutlumuvi Concession** **Supplementary Clarification Questions**	

	Bidder Question	SANParks Response
	24. RFP Annexure 2 cl. 1.2.2 (Functionality Evaluation Schedule) vs RFP cl. 13.6 (Form and Contents of Bid Submissions) RFP Annexure 2, Functionality Evaluation criterion 1.2.2 scores Bidders on "confirmation of funding available for 150 days from the date of Bid closure," as part of the Financial & Capital Plan (worth 30% of that sub-element). Separately, RFP clause 13.6 states that "all information provided in the Bid must be valid for 180 business days from the Bid Date." A 150-calendar-day period is materially shorter than a 180-business-day period (approximately eight to nine calendar months). Please confirm: (a) whether the funding confirmation letter required under 1.2.2 must in fact be obtained for the full 180 business days to remain consistent with the general Bid validity requirement in clause 13.6, notwithstanding the 150-day wording in Annexure 2; or (b) whether the 150-day period specifically and exclusively governs the funding confirmation for 1.2.2	25. See above answer similar question and/or the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	scoring purposes, with the 180-business-day validity in clause 13.6 applying only to other elements of the Bid; and (c) if the two periods are intended to differ, the reason for a shorter funding-confirmation window than the Bid's overall validity period. 25. <u>RFP Annexure 3 (B-BBEE Project Scorecard) cl. 27.2 vs PPP Agreement Schedule 5 (B-BBEE Obligations) — Ownership and Management Control scoring methodology for "Black Women"</u> The B-BBEE Project Scorecard (RFP Annexure 3, cl. 27.2; PPP Agreement Schedule 5) scores "Black People" and "Black Women" as separate line items against the same measurement base throughout the Ownership element (Exercisable Voting Rights: Black People 40% (7.5 points), Black Women 40% (5 points); Economic Interest: Black People 40% (7.5 points), Black Women 40% (5 points)) and the Management Control and Employment Equity element (e.g. board	. 26. The interpretation is incorrect. The measurement of Black People and Black Women are two separate sub-elements which are measured independently. The weighting (i.e 40%) for compliance for each has no bearing on the methodology.

	Bidder Question	SANParks Response
	representation: Black People 50%, Black Women 30%; executive management: Black People 50%, Black Women 30%; middle management: Black People 70%, Black Women 40%; junior management/supervisors: Black People 70%, Black Women 40%; total staff: Black People 75%, Black Women 40%). Neither the RFP nor the PPP Agreement states in terms whether the "Black Women" target in each pairing is (a) measured independently against the same total (i.e. total exercisable voting rights, total economic interest, total board members, total staff, as applicable), consistent with the definition at PPP Agreement Schedule 5 cl. 50.6.1 that "Black Women" means "female Black People" (such that Black Women are a subset of, and their shareholding/representation counts fully toward, the adjacent "Black People" target), or (b) intended to be read as a percentage of the "Black People" allocation itself (i.e. Black Women ownership/representation equating to 40% of the 40% Black People target, or 30% of the 50% Black People target for management/board lines, etc.). This	

	Bidder Question	SANParks Response
	materially affects the minimum shareholding, board composition and staffing commitments Bidders must reflect in the 'Target', 'Bid Offer Year 1' and 'Bid Offer Year 3' columns of their B-BBEE Proposal, and therefore their binding Bid Offer Compliance Targets under cl. 27.1.3 of the RFP and Schedule 5 of the PPP Agreement. Please confirm which of interpretation (a) or (b) above is correct and, if neither, provide SANParks' intended methodology for calculating compliance with the Black Women sub-elements of the B-BBEE Project Scorecard. 26. <u>PPP Agreement Schedule 25 (Handover Agreement, "Permits and Environmental Authorisations") — scope of the Concessionaire's obligation to keep permits and licences valid</u> PPP Agreement Schedule 25 (Handover Agreement) requires "the Concessionaire" to "maintain and keep valid, all permits, licenses and authorisations required	27. Yes, where there are licences and permits that have lapsed, the outgoing concessionaire will work with the new concessionaire during the Handover period to procure renewed or new licences by providing the required information/data. All the costs will be for the new concessionaire. For clarity, the outgoing concessionaire will not charge the outgoing concessionaire or SANParks for providing the required information/data as this forms part of their existing obligation under the old concession contract.

	Bidder Question	SANParks Response
	for operation of the Concession Area during the Handover Period." This is directly relevant to the water use licence position raised at Question 7 above. Please confirm: (a) that "the Concessionaire" in this Schedule means the Outgoing Concessionaire and not the incoming Private Party; (b) that "maintain and keep valid" requires the Outgoing Concessionaire to rectify any permit, licence or authorisation — including the water use licence — that has already lapsed or fallen out of compliance as at Financial Close or at any point before or during the Handover Period, and cannot be read as merely preserving an already-lapsed or non-compliant status; and (c) that this rectification obligation, and any associated cost or risk, remains that of the Outgoing Concessionaire (or SANParks), and is not transferred to or inherited by the incoming Private Party.	

	Bidder Question	SANParks Response
93.	Please explain how BEE Scorecard points convert to a BEE Level. 6 points under BEE are for the plan. What are you assessing? The quality of the plan or the levels reached?	The exercise will entail bidders using the services of a SANAS verified agency who will measure the bidder's compliance with the requirements set out in the scorecard. A B-BBEE Monitoring framework document based of the B-BBEE Project scorecard will be shared with during PPP Agreement negotiations with the preferred bidder. Out of the 8 Points, 2 points will be awarded where the bidder makes a commitments to meet the minimum thresholds in the Project Scorecard. The 6 Point allocated for the B-BBEE Plan will be awarded based on the plans.
94.	Please confirm that the 2 points for "Commitments using the form of B-BBEE Project Scorecard" (RFP clause 26.4.1) are awarded for the Bidder's commitment to its own Bid Offers in Columns 6 and 7 of Annexure 3, and not for committing to SANParks' Compliance Targets in Column 5.	Yes, 2 points are allocated for the completed targets in the excel sheet and 4 point for the quality of the B-BBEE Plan on how the bidder proposes to meet the proposed targets.

	Bidder Question	SANParks Response
95	The scorecard sets a 20% target for B-BBEE procurement spend with locally owned Empowering Suppliers that are Qualifying Small Enterprises (QSEs). The same procurement must also achieve high targets on other lines: • 80% of spend with suppliers that are at least 51% Black-owned • 70% of spend with suppliers that are at least 51% Black-women-owned • a minimum of 20% of all procurement spend from Dispossessed Land Owner Community (DLOC) entities To serve all of these targets at once, a qualifying QSE would need to meet every one of the following conditions: • turnover of more than R10 million up to R50 million (Amended Generic Codes)	Bidders are given a period of 3 years to achieve the Targets from the effective date of the PPP Agreement.

	Bidder Question	SANParks Response
	• based in the local area • at least 51% Black-women-owned • ideally owned by DLOC members Our review of the suppliers available near the concession found no businesses that meet all of these conditions. The local suppliers are almost all Exempted Micro Enterprises (EMEs). The QSE-sized and larger suppliers are national or regional companies based outside the local area, and few of them are majority Black-women-owned. A Private Party that does what the RFP asks will mostly be building and supporting new local, Black-women-owned and DLOC-owned enterprises. Examples include laundry, staff transport, road maintenance, firewood and supply businesses. These will be EMEs for many years. As written, the scorecard limits recognition of this spend to the 20% EME line. It also requires spend to be diverted to non-local or non-DLOC	

	Bidder Question	SANParks Response
	QSEs, which works against the local community and DLOC objectives of the concession. Please clarify the following: • **Recognising EME spend.** Will SANParks recognise spend with local EMEs above the 20% EME target towards the QSE target? Alternatively, could the QSE and EME lines be scored together against a combined target of 40%? This would allow a Private Party to concentrate its procurement on local, Black-women-owned and DLOC-owned EMEs without being penalised on the QSE line. • **Definition of "locally owned".** How is "locally owned" defined? If it is defined by distance from the concession, please confirm the distance and whether it is measured by road or in a straight line. If it is defined by where the owners live, please say so. **Size thresholds**. Should suppliers be classified as EME or QSE using the thresholds of the sector code that applies to each supplier? Under the Amended Generic Codes, an	

	Bidder Question	SANParks Response
	EME has turnover of up to R10 million and a QSE more than R10 million up to R50 million. Under the Amended Tourism B-BBEE Sector Code, an EME has turnover of up to R5 million and a QSE more than R5 million up to R45 million.	
96.	**Fixed Variable Concession Fee Commitment** On page 73 of the RFP, Annexure 4 – PPP Fee Offer, there is a column in the fee offer table for the Fixed Variable Concession Fee Commitment (Column 9), which is then specified as 65% of the Calculated Variable Concession Fee (Column 8). Column 11 is then the Minimum Committed Concession Fee, which is specified as the greater of Column 9 (65% of variable) and Column 10, being the Minimum Rental. Under the table is a note which states: **Please note: The actual PPP Fees to be paid to SANParks will be the higher of the Minimum Committed Concession Fee and the Flat Variable**	Please refer to the responses provided in Question 15 and 24.

	Bidder Question	SANParks Response
	Percentage Offered of Actual Gross Revenue achieved However Clause 28.2 states: [Name of Bidder] hereby commits to pay to SANParks the higher of: (a) the minimum PPP fee, expressed as a minimum monetary value increased annually by CPIX from year 3 onwards; or (b) the Variable PPP Fee, expressed as a flat percentage of aggregate gross revenue as defined in the PPP agreement; The calculations in the table and its Note seem to be contradicted by the preceding clause 28. Which is correct? Please note the same clause in the 2024/2025 RFP, then clause 25.2 was worded differently and supported	

	Bidder Question	SANParks Response
	the Table and Note with the inclusion of “Or” and the 65% minimum variable fee as below: Name of bidder] hereby commits to pay to SANParks the higher of: (a) the minimum PPP fee, expressed as a minimum monetary value; or (b) the Variable PPP Fee, expressed as monetary value as calculated as percentage of aggregate gross revenue as defined in the PPP agreement for the relevant project year; (c) the minimum Variable PPP Fee, expressed as 65% of the monetary value projected in (b). The minimum PPP fee which will be adjusted annually by CPIX is as follows:	
97.	**Question on Beneficiaries of the 10% Dispossessed Landowner Communities’ Shares** In the event that it is a requirement for a 10% free carry in our SPV to be placed by SANParks in an entity	

	Bidder Question	SANParks Response
	established by or on behalf of the Dispossessed Landowner Communities (i.e. our current community trust does not qualify under the requirement as stated for Local Communities and/or Dispossessed Land Owner Communities to hold 10% free carry), we ask the following: Can we assume for our projected B-BBEE scorecard and B-BBEE Proposal, that the beneficiaries of the 10% Dispossessed Land-Owner Communities shareholding, however they might be structured (i.e. shareholders, trust beneficiaries etc) will be 100% black and at least 40% female and all actually currently from, i.e. residing in, local communities, as defined within a 100km radius?	Yes.
98.	**Request for clarification: Lwakahle Concession, Kruger National Park** Revised RFP (18 September 2026) and draft PPP Agreement (6 July 2026), clause 17.2 "Gross Revenue"	

	Bidder Question	SANParks Response
	The Variable PPP Fee is to be bid as a flat percentage of Gross Revenue. To price it correctly, we would appreciate SANParks' confirmation of how the following items are treated under clause 17.2.	The consistent application of Gross Revenue is the revenue that actually comes into the SPVs books and is kept by the SPV before paying expenses.
	1. <u>Sales to tour operators and wholesalers at contracted net rates</u> Where the Private Party sells accommodation to a tour operator or wholesaler at a contracted net rate, invoices that net rate, and pays no commission (the operator sets its own selling price to the guest), please confirm that Gross Revenue is the net rate invoiced by the Private Party, and not the Private Party's published rack rate. In other words, please confirm that the difference between the rack rate and a contracted net rate is not a "trade discount" under clause 17.2.1.5.	1. The Gross Revenue is the net rate invoiced.
	2. <u>Discounts agreed with the guest at booking</u> Where a lower rate is agreed with the guest at the time of booking (for example South African resident rates, long-stay or "stay-pay" offers, seasonal or last-minute	2. Yes it is the price charged to the guest.

	Bidder Question	SANParks Response
	specials, and domestic-market discounts of the kind encouraged in clause 17.6), please confirm that Gross Revenue is the price actually charged to the guest, consistent with the measurement of revenue in terms of IFRS referred to in clause 17.2.1. 3. <u>Complimentary stays for marketing purposes</u> Please confirm whether complimentary stays for bona fide marketing purposes (for example familiarisation trips for travel agents and tour operators, and media visits), recorded in a register and limited by a written policy, are excluded from Gross Revenue, or whether SANParks expects a value to be attributed to them. If a value is required, please advise the basis. 4. <u>Commissions paid to travel agents</u> For completeness, please confirm our understanding that, where the Private Party invoices the guest or agent at the full rate and pays a commission to a travel agent, Gross	3. Yes, this is excluded from Gross Revenue as there is no actual revenue. 4. Yes, Gross Revenue is the full rate before deducting commission.

	Bidder Question	SANParks Response
	Revenue is the full rate before deducting the commission (clause 17.2.1.2).	
99.	Which entity's B-BBEE documentation is required at submission?	
	1. Should we submit a B-BBEE affidavit for the SPV itself, or must we provide the B-BBEE certificate of the underlying shareholder(s)?	Bidders must note that incorporation of an SPV will only occur on appoint of a preferred bidder. For purposes of RFP/bid submission, all returnable documents (CSD, B-BBEE Certificates/Affidavits, financial documents etc) must be in respect of the bidder's existing entity/or entities where bidding as a JV or consortium.
	If shareholder documentation is required:	
	1. If a single shareholder holds the SPV and is a Qualifying Small Enterprise (QSE) or Generic Enterprise (turnover above R10 million), is their B-BBEE certificate required to prove the Minimum	Yes, it is part of the mandatory requirements. Bidders must submit the B-BBEE Certificate/Affidavit confirming their status

	Bidder Question	SANParks Response
	Level 4 requirement, rather than the SPV's EME status?	
	In the case of multiple shareholders:	
	2. If shareholder certificates are required, how will the overall B-BBEE level for the SPV bid be evaluated or calculated across multiple shareholders?	Where a bidder is a JV or consortium, they are required to submit a **consolidated** B-BBEE Certificate/Affidavit.
100.	**Facilities and bed capacity**	
	1. RFP para 8.4.1 states the lodge has 12 suites (32 beds), while IM paras 5.1.4, 5.2.5 and 5.3.2.2 state 16 suites (14 Classic and 2 Premium, 32 beds). Please confirm the correct number of suites. 2. RFP para 8.4.2.1 refers to 40 staff beds of which only 8 are allowed, while IM paras 5.1.4 and 5.4.2.1 set a maximum of 40 people (guests and staff combined) sleeping on site. Please confirm that the binding cap is 40 persons in total, and that more than	See response to question 83 in previous round of Q&A.

	Bidder Question	SANParks Response
	8 staff may sleep on site when guest occupancy is below 32.	
101.	**Bid Bond**	
	RFP para 20.4 and Annexure 7 require the R500,000 bond to remain valid until expiry of the PPP Agreement. Banks will not issue an open-ended guarantee of 25 years. The response to Q&A 20 did not confirm the bid-stage position. Please confirm whether a valid for the 180-business-day Bid validity period is acceptable at submission, with the Performance Bond in the Annexure 7 form provided by the Preferred Bidder before signature of the PPP Agreement.	Please note that SANParks has noted the issue raised regarding the Bid Bond/Performance Bond wording in one document as per Annexure 7 and the checking of different wording as provided by your Banks. SANParks will accept that the Performance Bond requirement be removed from Annexure 7 and that the requirement for it being an agreement to the end of the 25 years will be removed. SANParks also will accept the Bank wording as long as it provides for the requirements. An Errata for Annexure 7 will be provided.
102.	**PPP Fee**	
	1. Please confirm how the Minimum PPP Fee and the Annexure 4 projections should treat a partial first year of operations, given that the minimum fees	For the purposes of your financial and fee projections it is recommended that the SPV starts its financial year when it starts its full operations. Do not project in partial years.

	Bidder Question	SANParks Response
	apply to the "first full year" and "second full year" of operations.	
103.	**Monitoring and audit frequency**	
	1. RFP Functionality item 3.11.1 refers to an environmental monitoring checklist audited every 6 months, while IM paras 7.11.2 and 9.17.1 refer to quarterly audits. IM para 8.10 requires quarterly ECO audits, while IM para 9.17.3 refers to twice-yearly ECO reports in the operational phase. Please confirm the required frequencies.	For clarity, there is an environmental monitoring checklist document that the Bidders must use for purposes of undertaking the environmental audits. This is to ensure that this guiding document is up to date and it may be reviewed every 6 months. However, the environmental audits and ECO audits must be undertaken every quarter, and the Bidders must submit the audit reports every 6 months to SANParks. We hope this clarifies it. Reference to KNP-Concessions-Operations-Manual-Version-2-3-5, section 11 – Summary of Reports

	Bidder Question	SANParks Response
	2. IM paras 8.10 and 8.11 refer to "Section 7.14" for the implications of non-compliance. No such section appears in the IM. Please identify the intended reference.	8.10 **Code of Conduct** 8.10.1 The Private Party must induct all staff employed on the Kruger National Park's Code of Conduct. 8.10.2 The Code of Conduct must be understood by the Private Party and complied with. 8.11 **Water Management and Guidelines** 8.11.1 Water conservation measures must be implemented by the Private Party in the design and implementation of its operations (refer to ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS); 8.11.2 The Private Party must: 8.11.2.1 Monitor the use of water; 8.11.2.2 Educate staff via on-site notices on the use of water; 8.11.2.3 Set water usage targets (monitored weekly/monthly) and manage these targets; and 8.11.2.4 Aim to avoid accidental loss through effective maintenance, installing quality storage and reticulation systems, and implementing leak detection systems.
104.	**Functionality Schedule**	
	1. Item 3.10.4 refers to colours "to paint the train". Please confirm this should read the structures, vehicles and signage of the Concession.	Please refer to response in Question 18 of previous round

Final

	Bidder Question	SANParks Response
	2. Item 2.2.9(f) refers to the staff housing plan at "2.2.2.9.g". Please confirm this should read 2.2.9(g).	2.2.9(f) is the Staff Transport Plans. This plan needs to be connected to the staff housing plan in 2.2.2.9.g. If housing is to be provided off-site (outside of the KNP) please include this in the plan and connect to the transport plan in 2.2.9.f.
	3. Item 3.11.4 requires a portfolio of environmental compliance audits spanning at least 5 years. Please confirm that audits of the technical/operating partner's existing lodge operations outside a national park are acceptable.	The bidder to provide a Portfolio of Evidence (signed off audit report indicating a track record) of Environmental Compliance Audits spanning a minimum period of 5 years (within a time frame from 2004 to date). All audits must be undertaken by an EAPASA registered professional. SPV partner experience does qualify
105.	**Submission**	
	1. RFP para 13.3 states that the electronic submission link would be provided at the Bidders' Conference. Please confirm the link and the required folder structure. It was indicated at the bidders conference that a communication will be shared with all interested bidders once we get advice from National Treasury.	Please refer to the electronic submission Notice that will be provided on the SANParks Website.

	Bidder Question	SANParks Response
	2. Please confirm the physical submission address and closing time on 13 November 2026.	Please refer to the notice shared on revised Bid Schedule on the SANParks Website. Bid submission date confirmed as 13 November 2026 by 12h00. Address: SANParks, 643 Leyds Street, Muckleneuk, Pretoria. Submit at Reception NOT at the security gate or bid box.
	3. Please confirm when the revised PPP Agreement (reflecting the removal of the Residual Value) will be published	It will be published on the SANParks Website using the same link for the RFP documents and notifications issued to the Bidders. Bidders are advised to be on the look-out for the updated PPP Agreement.
106.	**Request for information**	
	In line with the Q&A and the Bidders' Conference, we request the following for the Lwakahle Concession:	
	1. Staff information for the Section 197 transfer (number of staff, positions and Cost to Company);	Submitted by email to Bidders that requested.
	2. Available site and building plans, including as-built drawings;	Submitted by email to Bidders that requested.

	Bidder Question	SANParks Response
	3. The Water Use Licence documentation;	We can confirm water licence is valid but will only be shared at preferred bidder stage; however we have shared all water licenses requirements.
	4. The environmental audit reports for the current operation;	Submitted by email to Bidders that requested.
	5. The updated KNP statistics for YE 2025/26; and	Submitted by email to Bidders that requested. Will also be uploaded to the SANParks Website.
	6. The KNP Concession Operations Manual (Available on the website) and Roads Manual, if available.	6. Available on the SANParks Website. Roads manual provided upon request.
107.	Where Black shareholders' shares are funded by a loan from another shareholder, repaid from a portion of dividends, with full voting rights and dividends declared to the Black shareholders, will SANParks measure their economic interest at their full shareholding (consistent with the B-BBEE Codes, with acquisition debt dealt with under Net Value), or only the unencumbered portion of dividends paid to them in cash, for the purposes of	No, the Ownership targets will be measured against the full shareholding of a shareholder, the voting rights and economic benefits proportionate to % of shareholding, not the unencumbered portion.

	Bidder Question	SANParks Response
	Schedule 5 clause 50.6.4 and the 40% Black Women target?	
108.	**Section 197 transfer of staff (IM 7.10)** Please confirm which of the 46 employees on the staff list are employed exclusively in the Lwakahle Concession Area for the purposes of section 197, in particular the six senior managers. Please also confirm whether the profit-share and commission arrangements form part of their contracts of employment. If possible, please share the positions and length of service of the six senior managers.	SANParks cannot share any further details than has already been provided. Bidders should assume for bidding purposes that all staff specified will transfer as per Section 197 – the actual decision is that of the staff member which can only be communicated with at Preferred Bidder stage. It should be assumed that the staff income commitment specified includes all arrangements that will form part of the Section 197 requirements.
109. .	**B-BBEE economic interest (PPP Agreement Schedule 5, clause 50.6.4)** Where Black shareholders' shares are funded by a loan from another shareholder, repaid from a portion of the dividends, and the Black shareholders hold full voting rights and receive all dividends declared on their shares, will SANParks measure their economic interest at their full shareholding (consistent with the B-BBEE Codes, with	See response in Question 107.

	Bidder Question	SANParks Response
	acquisition debt dealt with under Net Value)? Or will it measure only the unencumbered portion of dividends paid to them in cash, for the purposes of Schedule 5 clause 50.6.4 and the 40% Black Women target?	
	<table><tr><td>B-BBEE Procurement Spend from all Locally owned Empowering Suppliers that are Qualifying Small Enterprises as % of Total Measured Procurement Spend</td><td>20% (min. 20% of all procurement spend from Dispossessed Land Owner Community entities)</td></tr><tr><td>B-BBEE Procurement Spend from all Locally owned Empowering Suppliers that are Exempted Micro Enterprises as % of Total Measured Procurement Spend</td><td>20% (min. 20% from Dispossessed Land Owner Community entities)</td></tr></table> We do not know much about these communities and where they are located and have been requested not to contact them so there is a lot of uncertainty here.	
	On the ANNEX 4 - PPP offer Please clarify the column 9? We do not understand the formula *6.5%? Is this the CPIX applied?	No. The “6.5%” is 65% which relates to the Minimum Committed Fee.

	Bidder Question	SANParks Response
110.	Staff information: the number of staff who will transfer in terms of section 197 of the LRA, with positions, grades and cost to company.	Submitted by email to Bidders that requested.
111.	Available site and building plans, including as-built drawings, for Jock Safari Lodge, Fitzpatrick's and the staff accommodation.	Submitted by email to Bidders that requested.
112.	The Water Use Licence or registration and its conditions, the approved water allocation, borehole yields and recent water quality results.	Water licence is valid and will only be shared at approved bidder stage. Please refer to the Audit reports for other information
113.	The Environmental Authorisation / Record of Decision and the operational EMP for the Jock Concession Area. Annexure D4 of the Operations Manual is blank in the version provided.	Only have Scoping Reports
114.	Environmental (ECO) audit reports for the Jock Concession Area for the last five years.	Submitted by email to Bidders that requested.

	Bidder Question	SANParks Response
115.	Any records of flood damage at the lodge site, including from the January 2026 floods.	No damage to the main Concession area, accept from the road leading to the Concession
116.	**Closures** With 22 guest beds and 8 staff beds, the 30-bed limit is met every night. Please confirm that the two 2-week closures a year in IM 5.1.4 (the averaging mechanism for the 44 existing beds) no longer apply. This would let Bidders plan to operate 365 nights a year.	The two-week closure is not a requirement but was a mechanism used by the existing concessionaire to conform with water requirements.
117.	Staff housed outside the Park. In the response to Question 10, SANParks confirms that the bed limit includes staff housed in the Concession Area and at a SANParks rest camp. Please confirm that staff living outside the Kruger National Park (for example, in Malelane) and transported in daily do not count towards the 30 beds.	Correct the limits do not apply to housing provided outside the park.
118.	**Balancing guest and staff beds** In the response to Question 33 for the Lwakahle Concession, SANParks noted that a concessionaire can	Please see response to Question 116 and SANParks confirm that the concessionaire can balance guest and staff stays.

	Bidder Question	SANParks Response
	balance guest stays against staff overnight stays within the carrying capacity. Please confirm that the Private Party may do the same at Jock, within the 30-bed total and the water allocation. For example, it could use 24 guest beds and 6 staff beds on a given night while the bid is prepared at 22 guest beds and 8 staff beds.	
119.	**Which units make up the 22 guest beds.** Please confirm that the Private Party may choose which of the existing units are used for the 22 guest beds, for example 8 units at Jock Safari Lodge plus the 3 rooms at Fitzpatrick's, or 11 units at Jock Safari Lodge, and may keep the remaining units closed.	Confirmed
120.	**Section 197 transfer** The payroll list provides for 65 employees, which reflects an operation of 30 guest beds. Please confirm whether all 65 employees will transfer to the Private Party under section 197 now that the bid is to be prepared on 22 guest beds, or	Bidders should assume for bidding purposes that all staff will transfer. In reality it is the decision of the staff member on whether to transfer.

	Bidder Question	SANParks Response
	whether the number of transferring employees will be adjusted.	
121	Which table must we complete for the PP fee offer? Please confirm which table bidders must complete in order to present their PPP Fee Offer: i. Is it the table in Annexure 4 of the RFP (which refers, in column 9, to a 65% threshold); ii. the table presented at the Bidders Conference; or iii. the table on page 61 of the Q&A? Each of these tables is different. Which table is the correct table to complete?	The proforma table in Annexure 4 PPP Fee Offer of the RFP.

	Bidder Question	SANParks Response
122.	Annexure 4 of the RFP provides that the PPP fees to be paid to SANParks will the higher of the minimum committed concession fee (the minimum stipulated by SANParks) and the variable percentage offered of actual gross revenue achieved. The PPP Fee Offer is evaluated by SANParks (in terms of the 90/10 Preference Points System) on forecasted gross revenue. The RFP's in 2024 provided that the bidder had to pay the higher of (i) their fee offer based on actual revenue and (ii) 65% of their forecasted revenue (which is what their bid was evaluated on). This ensured that bidders did not make wildly optimistic forecasts of revenue in their bids in order to win the bid. Is this 65% of forecasted gross revenue still applicable?	Yes it is still applicable.

	Bidder Question	SANParks Response
	The table in Annexure 4 of the RFP refers to 65%. If not, what stops a bidder from making providing overly optimistic forecasted gross revenue figures in their bid, in order to win the bid, if they do have to be held to these forecasted figures in some way if they are not achieved?	Please note that the minimum fee as specified in the RFP is in respect of year 1 and 2 to take into consideration the impact of transfer. It is not anticipated that this carries on indefinitely. It is also up to the Bidder to utilise the minimum fees or offer the flat % of gross revenue already from year 1. If a Bidder is appointed as preferred bidder and consistently does not achieve its offer including if it continuously achieves only the minimum committed fee at 65%, it will trigger various remedial actions specified in the PPP Agreement, including default interest, remedial plans and termination. SANParks therefore urges Bidders to be realistic.

	Bidder Question	SANParks Response

	Bidder Question	SANParks Response
	In the Q&A, Question 66.3 says the PPP Fee Offer is determined "solely on the % of gross revenue". Question 73 says "this illustrative example shows that the percentage offered alone does not determine the projected income payable to SANParks". These answers contradict each other. Which is the correct answer?	There is no contradiction. It is recommended that Bidders consider the context of the question to which a response has been provided. The question in 66.3 was *"PPP Fee Offer: Is the PPP Fee Offer evaluated solely on the percentage of gross revenue, or is consideration also given to the bidder's commitment to the minimum guaranteed fee?", to which it was responded solely on the percentage of gross revenue as it is not evaluated on the latter.* The question in 73 was related to the application of NPV and an example is given. We provide an example back to provide guidance to all bidders. The final answer is as per the example provided in Question 73, we use **the flat percentage of gross revenue and the offered Gross Revenue Value in combination** over the 25-year period to evaluate price.
	Thank you for clarifying that bidders can elect to provide a bid bond (rather than a performance bond) and, if successful, can substitute the bid bond for a performance bond at that time. Annexure 7 is a performance bond. No commercial bank will provide a performance bond at this stage of bidding. Please provide the form of bid bond that SANParks requires.	Bidders are advised to read clause 20.8 of the RFP carefully. Submission of a Bid Bond remains a mandatory RFP requirement and Bidders must ensure that it is submitted in the Form required in Annexure 7. Where a bank/financial institution seeks to amend contents of the Annexure 7, such may be done as long as the requirements of Annexure 7 is included. Please note that

	Bidder Question	SANParks Response
		SANParks has noted the issue raised regarding the Bid Bond/Performance Bond wording in one document as per Annexure 7. SANParks will accept that the Performance Bond requirement be removed from Annexure 7 and that the requirement for it being an agreement to the end of the 25 years will be removed. An Errata for Annexure 7 will be provided.
	We understand from the Bidders Conference that each bidder will be given access to a portal to upload their bid documents electronically. 1. When will bidders be given access to this portal?	A General Notice will be uploaded to the Website with the electronic submission guidelines.
	2. Can documents uploaded to the portal be removed and/or replaced before the bid closing date?	Yes. The Bidders takes full responsibility to ensure the documents uploaded as part of their bid submission are correct and SANParks does not have an obligation and will not confirm such with Bidders. This will be confirmed in the Electronic Submission Guideline Notice that will be uploaded to the SANParks Website.

	Bidder Question	SANParks Response
	3. Who will have access to this portal, and when?	This will be confirmed in the Electronic Submission Guideline Notice that will be uploaded to the SANParks Website.
	Annexure 2, Functionality Schedule – Paragraph 1.1.1, Financial and Capital Plan If a bidder does not produce audited financial statements, "it must produce a notarised statement of assets".	
	1. What is a "notarised statement of assets"?	It is statement of assets of a bidding entity's shareholder(s) that is certified by a qualified Notary Public. However, a statement of assets certified by a Commissioner of Oath will suffice.
	2. Can a statement ofsets and liabilities, certified by an auditor or registered chartered accountant, be provided?	Yes, as long as it is stamped and done in their capacity as ex officio Commissioners of Oaths.
123	**Allocation of BEE Points** Question 93 in the Q&A states that out of the 8 points, 2 points will be awarded where the bidder makes a commitment to meet the minimum thresholds in the Project Scorecard". Question 94 in the Q&A states that "2 points are allocated	Both responses have the same meaning and are correct. Out of 10 Points for Specific Goals: 1. 2 Points – At least a Level 4 B-BBEE Status evidenced by a B-BBEE Certificate of Affidavit of the current bidding entity. Where a Bidder is a consortium/JV - they must do a consolidated B-BBEE Certificate / Affidavit with a SANAS accredited verification agency.

	Bidder Question	SANParks Response
	for the completed targets in the excel spreadsheet and 4 point [sic] for the quality of the B-BBEE Plan on how the bidder proposes to meet the proposed targets". Which is the correct answer?	2. 2 Points - points are allocated for the completed targets in the excel spreadsheet/commitment to meet the minimum thresholds in the Project Scorecard. 3. 4 Points – B-BBEE Plan on how the Bidder proposes to meet the commitments in the Project Scorecard. This assessment will look at the quality of the plans.
124.	**B-BBEE Project Scorecard - Patterson Grading System** Annexure 3 of the RFP (B-BBEE Project Scorecard) refers to management positions in categories C and above of the SANParks job-grading system, described as junior management/supervisors, middle management and executive management. Paterson C band can include skilled technical employees who do not have management or supervisory responsibilities. Please clarify:	

	Bidder Question	SANParks Response
	1. For the junior-management/supervisory targets of 70% Black people, 40% Black women and 45% Black women/youth from local communities, should the denominator include all C-band employees, OR only employees performing management or supervisory functions?	The denominator is all employees in the management.
	2. Does the exclusion from the Dispossessed Land Owner Community replacement obligation apply to all employees graded C and above, OR only those holding management/supervisory positions?	The measurement looks at the entire pool of employees in management control, and is not specific to a job grade within the management structure.
	3. Please provide the SANParks grading-to-scorecard mapping, including how skilled, non-supervisory C-band roles should be classified.	The roles and positions of held by employees within a Bidder or the SPV once incorporated must be informed by the Bidder's own operational and management structures, and may align itself with industry practice. SANParks does not prescribe for Bidders.
	We refer to: Erratum 3 dated 12 October 2026 Erratum 3 requires the insertion of the B-BBEE recognition	

	Bidder Question	SANParks Response
	levels, based on a total of 111 points, as reflected in the B-BBEE Project Scorecard set out in Annexure 3 (B-BBEE Obligations) of the RFP. Please clarify whether the table introduced by Erratum 3:	
	1. Replaces the existing table in clause 27.2.5 of Annexure 3 of the RFP; or	1.Yes.
	2. Is intended to amend the procurement recognition levels currently reflected in the draft PPP Agreement.	2.Erratum 3 intends to amend/correct the B-BBEE Recognition Levels. The old table in clause 27.2.5 of Annexure 3 of the RFP provided for B-BBEE Recognition Levels out of 135%, and because the Project Scorecard is out of 111%, the adjustment to the B-BBEE Recognition Levels to 111% was to align and make it clear or easy for the Bidders to assess their compliance with the Scorecard in Annexure 3. An amendment to the PPP Agreement aligning Schedule 5 of the PPP Agreement to Annexure 3 will be published by SANParks.
	Please clarify the PPP fee evaluation criteria. I use an example to ensure the clarity of the question. Confirm the role of the minimum PPP fee commitment. Do you commit to the stipulated	Please refer to the response in Question 122 and 73.

	Bidder Question	SANParks Response
	Minimum fee with annual 5% inflation or do you commit to a minimum fee higher than the stipulated fee. If you do commit to a higher minimum fee, will that be taken into consideration in the evaluation of the PPP fee	
	Clarification on the Evaluation of the Variable PPP Fee Offer We seek clarification on the methodology SANParks will apply when evaluating the Variable PPP Fee component of the financial proposal. **Understanding of the Variable PPP Fee** Our understanding is that the Variable PPP Fee must be offered as a fixed percentage of Gross Revenue for the duration of the 25-year concession period. **Evaluation Methodology** Please confirm whether the Variable PPP Fee will be evaluated based on the total Rand value generated by the proposed percentage of Gross Revenue over the 25-year	Please refer to the response in Question 122 and 73.

	Bidder Question	SANParks Response
	term. **Example:** - Proposed Variable PPP Fee: **10% of Gross Revenue** - Projected Gross Revenue over 25 years: R100 million - Implied Variable PPP Fee payable to SANParks: R10 million Based on this example, we would appreciate clarification on the following:	
	1. Is the evaluation based solely on the projected Rand value of the Variable PPP Fee derived from the bidder's revenue projections?	Please refer to the response in Question 122 and 73.
	2. If so, how will SANParks assess the reasonableness and achievability of the projected Gross Revenue figures used in the calculation?	Please refer to the response in Question 122 and 73.

	Bidder Question	SANParks Response
	3. It would appear that a bidder could potentially achieve a higher financial score by proposing an unrealistically high Gross Revenue forecast, even while offering a lower Variable PPP Fee percentage. For example, a bidder offering 8% of Gross Revenue could potentially achieve a higher PPP fee value, and therefore a higher score, than a bidder offering 10%, simply because the underlying revenue projections are significantly higher.	Please refer to the response in Question 122 and 73.
	4. In such circumstances, how will SANParks ensure that the evaluation methodology does not inadvertently incentivise overly optimistic or unrealistic revenue forecasts that may not be achievable in practice?	Please refer to the response in Question 122 and 73.
	5. Furthermore, given that the Variable PPP Fee represents a percentage of actual future revenue rather than a guaranteed Rand commitment, SANParks may ultimately receive substantially less than the evaluated PPP fee value if the projected revenue is not achieved. How will this risk be	Please refer to the response in Question 122 and 73.

	Bidder Question	SANParks Response
	addressed within the financial evaluation process?	
	6. If the Minimum PPP Fee Commitment forms part of the evaluation, please clarify how it is weighted or considered in relation to the Variable PPP Fee component to ensure that bidders are evaluated on both the magnitude and credibility of their financial offers. This clarification will assist bidders in understanding how SANParks intends to balance the competitiveness of financial proposals with the realism and sustainability of projected revenues.	Please refer to the response in Question 122 and 73.

	Bidder Question	SANParks Response
	Clarification of Response to Question 15 Published on the SANParks Website on 27 August We seek clarification regarding the response provided to Question 15 in the Questions & Answers document published on 27 August, which states that an inflation rate of **5%** must be used when completing the financial projections. **Application of the 5% Inflation Assumption** Our understanding is that the prescribed 5% inflation rate is intended to provide a standardised assumption for escalation within the financial model. However, we would appreciate clarification on how this requirement should be applied in practice.	

	Bidder Question	SANParks Response
	Specifically: 1. Does SANParks require bidders to project revenue based on the Year 1 revenue figure, increasing annually by only 5% throughout the 25-year concession period?	No
	2. Alternatively, may bidders incorporate additional revenue growth assumptions arising from business expansion, increased market penetration, product development, improved occupancy, enhanced visitor experiences, and the implementation of marketing and operational strategies? It would seem unrealistic to assume that revenue growth over the entire concession period will be limited solely to an annual 5% inflationary increase, particularly during the early years of the concession when significant investment, product enhancement, and marketing initiatives are expected to generate real growth above inflation.	Yes. Please refer to the response in Question 122 and 73.

	Bidder Question	SANParks Response
	Please confirm whether: 1. The 5% inflation assumption is intended only as a minimum escalation factor or standard inflationary adjustment; or	It was suggested in respect of the minimum fee escalation in year 1 and 2 so that there is parity between the bids.
	2. Bidders are permitted to apply justified real growth assumptions in addition to the prescribed 5% inflation rate, provided that these assumptions are clearly motivated and supported within the business plan and financial model. This clarification will assist bidders in preparing realistic and commercially credible financial forecasts that accurately reflect the anticipated growth and development of the concession over the concession term.	Yes we assume the Bidders are the experts and will apply growth relating to occupancy, rate growth and other revenue which is appropriate for the product you are proposing.
125.	**PART A – General clarification questions (the following questions apply to all four concessions)** With reference to Q&A 27 Aug (Q15, Q24); Annexure 4; B.4 Further to the responses to Questions 15 and 24 dated 27 August 2026, and the clarification provided	

	Bidder Question	SANParks Response
	at the Bidders' Conference on 7 October 2026, please confirm: 1. Whether Bidders may apply their own stated assumptions in projecting Gross Revenue, including a ramp-up period based on assumptions regarding occupancy, room rates and other operating factors, with Gross Revenue thereafter escalating at the prescribed 5% p.a.; or whether Gross Revenue is required to increase by exactly 5% p.a. in each year of the concession; and	See the responses in question 124.
	2. Whether Bidders may similarly apply their own stated escalation assumptions to operating costs, staff costs and capital expenditure in Annexure 4 and the Financial and Capital Plan (B.4).	See the responses in question 124.
	With reference to RFP 18.3; PPP Agreement (Operations Commencement Date; Project Term). RFP clause 18.3 states that no PPP Fees are payable before the Operations Commencement Date. 3. Please confirm how the Operations Commencement	

	Bidder Question	SANParks Response
	Date is determined, whether it may follow a refurbishment period of up to 12 months after the Effective Date, and whether the 25-year Project Term runs from the Signature Date, the Effective Date or the Operations Commencement Date.	The Bidders are advised to consider the draft PPP Agreement to be issued on 20 October 2026. It clearly sets out how Operations Commencement Date is determined.
	With reference to Erratum 1 (Residual Value removed); PPP Agreement (termination compensation). 4. Following the removal of the Residual Value, please confirm when the revised PPP Agreement will be issued and how compensation on early termination will be calculated.	Early termination has always been based on the depreciated value of the concession asset in the draft PPP Agreement. Bidders advised to consider the updated PPP Agreement to be published by SANParks for further clarity on how this works.
	With reference to RFP 24.1.1.3 (MRD 8); Annexure 2 criterion 1.2.2. 5. Further to the response to Question 16 (27 August 2026), please confirm whether one funder confirmation letter may cover both the three-month operating expenditure test (RFP 24.1.1.3, Mandatory Returnable Document 8) and the 150-day funding test (Annexure 2 criterion 1.2.2), and that the Bid closing date is 12h00 on 13 November 2026.	The confirmation must be in respect of the required amount for operational expenditure for 3 months and valid for 150 days, and it must be clear from the contents of the letter submitted by the Bidder whether it comes from one funder/financial institution or not.

	Bidder Question	SANParks Response
	With reference to RFP 3.2.3.3; IM 4.12.2; PPP Agreement Sch. 5. 6. Please confirm in writing: (a) whether the 10% free-carry equity set-aside applies to all six Concessions or only to Concessions selected by SANParks; (b) the form it must take at Bid stage, including any cash payment; and (c) how the free-carry sub-elements of the B-BBEE Project Scorecard will be scored.	It is in respect of only the Concessions identified by SANParks.
	With reference to RFP Annexure 3 (Skills Development). 7. Further to the response to Question 45 (27 August 2026), please confirm that the 3% Skills Development target is measured against NPAT (not Leviable Amount), and how compliance is measured in years in which the Private Party's NPAT is nil or negative.	It is measured against the Leviable Amount.
	With reference to RFP Annexure 3 8. Please confirm when SANParks will publish the	Erratum 3 is published on the SANParks website.

	Bidder Question	SANParks Response
	table converting B-BBEE Project Scorecard points to B-BBEE levels.	
	With reference to RFP 23.2.2, 24.4.1.5 Where a technical entity holds no direct equity in the SPV (only indirectly through a shareholder) and supports the SPV without a subcontract or fee, please confirm: 9. its track record may be relied on for Functionality scoring;	A technical partner is required to hold direct equity in the Private Party SPV.
	10. a signed letter of support meets RFP 23.2.2; and (c) whether heads of terms are still required under RFP 24.4.1.5.	No, bidders must submit the heads of terms as contemplated in paragraph 23.2.2.
	With reference to RFP 13.3; briefing 7 Oct. 11. The response to Question 22 (27 August 2026) requires Envelope 2 to consist of one original and one physical copy, while at the Bidders' Conference on 7 October 2026 SANParks advised that one hard copy only is required. Please confirm in writing the number of copies required for Envelope 2, and that	Envelope 1 - One physical copy which is the original and 1 electronic copy Envelope 2 – One physical copy which is the original – NO ELECTRONIC COPY.

	Bidder Question	SANParks Response
	Envelope 1 is one original physical document plus one electronic copy via the National Treasury link.	
126	**PART B – Sensitive information requests (per Notice on obtaining sensitive information, Bidder Q&A Q1)** With reference to Bidder Q&A Q1 (sensitive information notice). 1. Please confirm whether the CTC figures for current staff include or exclude staff accommodation, transport allowances and benefits-in-kind (meals, uniforms, medical aid, provident fund), and provide them separately by employee or category.	The CTC figures include all benefits to staff. Details by staff can only be provided at Preferred Bidder stage as staff contracts remain confidential.
	With reference to IM (Section 197); RFP Annexure 3. 2. Please provide the demographics (race, gender, occupational level) of the incumbent Concessionaire's staff who will transfer under Section 197. Bidders are required to submit Year 1 targets in the B-BBEE Project Scorecard (Annexure	At this stage this information is not provided for bidding purposes as it has not been shared with SANParks.

	Bidder Question	SANParks Response
	3). As the Private Party is bound by the Section 197 transfer, these employees will form the Year 1 workforce, and their demographics are needed to submit accurate Year 1 targets.	
127.	With reference to RFP (Bid Bond). To complete the Bid Bond (bank guarantee) application, our bank requires SANParks' details as beneficiary. Please provide, on SANParks letterhead: i. SANParks' registration or establishment details; ii. SANParks' VAT registration number; and iii. SANParks' banking details.	Please request directly from Jabulile Galane

	Bidder Question	SANParks Response
128.	The Amended Tourism B-BBEE Sector Code awards 3 bonus points under Socio-Economic Development to entities that collect the Tourism Marketing South Africa (TOMSA) levy. The B-BBEE Project Scorecard in the Revised RFP (18 September 2026) has no bonus points for this. Please confirm whether bonus points will be awarded on the B-BBEE Project Scorecard for TOMSA levy collection.	The project scorecard does not award any points towards TOMSA levies.
129	With regards to the PPP offer being the higher of a fixed minimum rental or a percentage of gross revenue, whichever is the highest. I see on page 73 in Annexure 4 of in the **Request for Proposals** document, in the pro-forma table, there is a reference to a 65% Fixed Variable Concession Fee Commitment. There isn't any reference to it elsewhere in the document. I'd like to confirm that this is correct and hasn't been amended. I would like to confirm that there is a 65% of the variable fee commitment by the bidder?	Yes the 65% Minimum Committed fee remains, however please note the following in the same Annexure: *Please note the above pro-forma table is to be used for Bidder evaluation purposes only. The evaluation of the PPP FEE offer for Bidding Purposes is undertaken as an assessment of the minimum fee and the flat variable fee.* ***Please note: The actual PPP Fees to be paid to SANParks will be the higher of the Minimum Committed Concession Fee and the Flat Variable Percentage Offered of Actual Gross Revenue achieved.***

	Bidder Question	SANParks Response
130	On behalf of the bidding consortium, we hereby submit our follow up schedule of technical, statutory, and operational clarification queries regarding the Request for Proposals (RFP) and associated Information Memoranda for the Kruger National Park Concessions tender. In finalizing our comprehensive baseline engineering, financial modelling, and operational commitments—our technical and legal advisory teams have identified a discrete set of material ambiguities and regulatory contradictions between the 2026 RFP documentation and the foundational KNP Concessions Operations Manual (Version 2.3). To ensure our submission is unassailable, fully bankable, and precisely aligned with SANParks' statutory risk allocation, we respectfully request formal written clarification on the following six key items:	KNP-Concessions-Operations-Manual-Version-2-3-5
	1. Spatial Boundaries & Public Infrastructure Maintenance Liability: Clarification on the formal gazetted status of historical public road re-routings, boundary parcel inclusions, and any inherited rehabilitation liabilities on	All roads within the KNP (other than those for which private concessions have responsibility) are the responsibility of SANParks. Please refer to the Risk Register in the Request for Proposal. The responsibility of this risk will depend on the reason

	Bidder Question	SANParks Response
	decommissioned road alignments contiguous to concession footprints.	for the public road or the KNP road not providing access. The remedy for many of these type of risk is Insurance (of the SPV), relating to business interruption. There is no general liability that SANParks undertakes for any related business interuptions.
	2. Logistical Routing & Extended Gate Access Protocols: Formal confirmation regarding daily back-of-house (BOH) staff transport and supply chain routing protocols, specifically clarifying whether logistical routing is strictly limited to specified rest camp gates or if alternative boundary control points are permitted to alleviate internal park congestion.	Under the KNP-Concessions-Operations-Manual-Version-2-3-5, rules in respect the staff and Access are contained under 6.17 and 6.16. Routes and other operational concerns will managed through the permit process as included manual This is covered in the RFP functionality scoring Item 2.2.9(f) refers to the transport plan and "2.2.2.9.g". staff housing plan (Bidder must show connection)
	3. Artificial Game Water Provision Contradiction (Borehole Quota vs. Greywater Mandate): Resolution of the direct regulatory conflict between Section 8.7.3 of the Information Memoranda (mandating exclusive greywater usage for artificial waterholes) and Annexure A3 of the KNP Operations Manual (authorizing the 350L/bed/day borehole quota for waterhole replenishment).	Provisions as included in the Concession manual in respect to Portable water source shall overrule in this instance: These are included in the Tender portal under the KNP Concession Operations Manual SANParks Revision 2 under “ANNEXURE A3 – GUIDELINES FOR THE PROVISION OF ARTIFICIAL WATER IN THE KNP CONCESSION AREAS”

	Bidder Question	SANParks Response
	4. On-Site Organic Waste Recovery vs. Disposal Definition: Confirmation as to whether sealed, fully vermin-armored aerobic composting digesters situated within secured BOH footprints constitute an approved "on-site waste recovery and volume-reduction mechanism" under Section 8.14.2.4.1 or prohibited on-site dumping.	Under the KNP-Concessions-Operations-Manual-Version-2-3-5, see 7.5.2. this falls under The PM and SR governance to monitoring and encourages recycling waste and composting waste. Any proposed technology will be evaluated by the KNP during bid submission. And managed through the conditions of the concession manual and contract
	5. Committed Capital Verification via Corporate Treasury Instruments: Guidance on whether self-funding consortia deploying internal corporate liquidity for large-scale capital programs can satisfy the funding confirmation criteria via a binding Board Resolution and Corporate Treasury Guarantee, accompanied by formal Bank Letter confirming unencumbered liquid cash reserves for specified holding terms (Proof of Funds).	Yes
	6. Audited Employee Liability Valuations under Section 197(7) of the Labour Relations Act: Confirmation as to whether SANParks will compel outgoing concessionaires to furnish fully audited liability valuation schedules (accrued	Please note as indicated before that this information will be provided at preferred bidder stage.

	Bidder Question	SANParks Response
	leave, severance liabilities, active dispute registers, and union recognition terms) prior to bid submission to prevent the transfer of unquantified payroll liabilities. Not all payrolls reports received have provided this information, in particular is the union/collective bargaining and severance liabilities risks.	
	The detailed technical baseline, regulatory context, and specific strategic questions for each item have been compiled in our official Master Clarification Register, which is attached hereto for the Committee's review. We appreciate the Committee's continuous guidance and look forward to receiving your formal written response.	Noted
	Would you be able to advise on the approximately time period the winning bids will be announced following the bid submission date?	Unfortunately, we cannot confirm an approximate timeframe for announcing the successful bids following the bid submission deadline. All bids must undergo a rigorous evaluation process, followed by bid adjudication and Board ratification. The announcement will therefore depend on the completion of these processes.

	Bidder Question	SANParks Response
131	Can you please confirm if their wording will be acceptable for one of the bid bonds we intend to issue? If not, we might be required to make a deposit of R500k into the SANParks bank account as with the previous tender submission in 2024.	Please note that SANParks has noted the issue raised regarding the Bid Bond/Performance Bond wording in one document as per Annexure 7 and the checking of different wording as provided by your Banks. SANParks will accept that the Performance Bond requirement be removed from Annexure 7 and that the requirement for it being an agreement to the end of the 25 years will be removed. SANParks also will accept the Bank wording as long as it provides for the requirements. An Errata for Annexure 7 will be provided.
132	**Gross Revenue and the PPP Fee (PPP clause 17.2)** This adds to our question of 29 September 2026:	
	(a) In the Q&A of 27 August 2026 (Q32 iii), SANParks corrected clause 17.2.1.5 to read "trade discounts granted in circumstances that are not at arm's length". The 6 July draft PPP Agreement still has the old wording. Please confirm that the correction will appear in the final PPP Agreement.	It has to be noted that the revised Information Memorandum and Request for Proposal documents were only in respect of Residual Information. Any Errata uploaded and changes specified in the Q&A should be taken as the correct version. The correction will appear in the final PPP Agreement at Bid Negotiation.

	Bidder Question	SANParks Response
	(b) Clause 17.2.1.2 says commission paid to agents may not be deducted from Gross Revenue, but the Q32 response describes Gross Revenue as what is "actually received and kept". Which applies? For example, where a guest books through an online travel agent such as Booking.com, is the agent's commission deducted from Gross Revenue or not?	For any value to be considered as Gross Revenue, it needs to be established what comes into the SPV's account. If the SPV receives the income from the guests into its account and it pays the discount or commission as an expense to the third party agent then the full income received before discounts is included. However, if the guest pays the third party and this party then pays the SPV its value/share, then the revenue income relating to Gross Revenue is the actual received amount.
	Environmental monitoring frequencies The RFP and the draft PPP Agreement give different frequencies. Please confirm which applies:	Kindly refer to question previously answered on 103 and 79.3 and 79.5 in respect to questions 133 a and b
	(a) SANParks monitoring checklist: every 6 months (RFP 3.11.1) or every 4 months (PPP 52.12.1)?	See above
	(b) Environmental Control Officer audits: quarterly (RFP 3.11.2 and PPP 48.27.4), or twice-yearly reports during operations (PPP 52.12.3)?	See above
	Bid and Performance Bond (R500 000) (a) Is a cash deposit acceptable instead of a bank guarantee in the Annexure 7 wording?	If there is absolutely no possibility of obtaining a bank guarantee then a cash deposit is acceptable. However SANParks prefers the bank guarantee.
	Please provide the mapping of score achieved on the BEE scorecard to the Level achieved.	Please refer to Erratum 3 uploaded to the SANParks website.

	Bidder Question	SANParks Response
133.	We are seeking clarification on the B-BBEE requirements set out in the RFP. Clause 27.3.1 (Annexure 3 – B-BBEE Obligations) states that "*A B-BBEE Contributor Status must be at least level 4 as at the date of Bid submission.*" We note that this requirement does not appear on the Section 7 Checklist of Mandatory Returnable Documents, and that the Bidder QA dated 27 August 2026 (Question 25) confirms that a bidder meeting the Level 4 threshold "will be awarded the applicable 2 points" under the 90/10 preference points system at Stage 3 (Price and B-BBEE). Could you please confirm in writing:	Bidders must note that evaluation for B-BBEE is only made during the Phase 2 - Price and B-BBEE, and therefore, it would not be listed under Section 7 Checklist of Mandatory Returnable Documents.
	1. Is the Level 4 B-BBEE Contributor Status requirement in Clause 27.3.1 a disqualifying threshold i.e., will a Bidder with a B-BBEE Contributor Status below Level 4 be disqualified or removed from the tender process?	No.
	2. Alternatively, does a Bidder below Level 4 simply score fewer (or zero) of the 2 preference points allocated for B-BBEE Contributor Status under Clause 27.3, while remaining eligible to proceed through all evaluation stages?	Correct.

	Bidder Question	SANParks Response
134.	Request for clarification: Lwakahle Concession, Kruger National Park Revised RFP (18 September 2026) and draft PPP Agreement (6 July 2026), clause 17.2 "Gross Revenue"The Variable PPP Fee is to be bid as a flat percentage of Gross Revenue. To price it correctly, we would appreciate SANParks' confirmation of how the following items are treated under clause 17.2: 1. Sales to tour operators and wholesalers at contracted net rates Where the Private Party sells accommodation to a tour operator or wholesaler at a contracted net rate, invoices that net rate, and pays no commission (the operator sets its own selling price to the guest), please confirm that Gross Revenue is the net rate invoiced by the Private Party, and not the Private Party's published rack rate. In other words, please confirm that the difference between the rack rate and a contracted net rate is not a "trade discount" under clause 17.2.1.5.	**1.** It is the net rate invoiced to the Private Party not the rack rate.

	Bidder Question	SANParks Response
	2. Discounts agreed with the guest at booking Where a lower rate is agreed with the guest at the time of booking (for example South African resident rates, long-stay or "stay-pay" offers, seasonal or last-minute specials, and domestic-market discounts of the kind encouraged in clause 17.6), please confirm that Gross Revenue is the price actually charged to the guest, consistent with the measurement of revenue in terms of IFRS referred to in clause 17.2.1.	Confirmed it is the price actually charged and thus the revenue actually received.
	3. Complimentary stays for marketing purposes Please confirm whether complimentary stays for bona fide marketing purposes (for example familiarisation trips for travel agents and tour operators, and media visits), recorded in a register and limited by a written policy, are excluded from Gross Revenue, or whether SANParks expects a value to be attributed to them. If a value is required, please advise the basis.	Yes it is excluded as there is not revenue received.
	4. Commissions paid to travel agents For completeness, please confirm our understanding that, where the Private Party invoices the guest or agent at the full rate and pays a commission to a travel agent, Gross	Yes it is the full rate before deducting commission

	Bidder Question	SANParks Response
	Revenue is the full rate before deducting the commission (clause 17.2.1.2).	
135	Opportunity Schedule	
	Erratum 2 (dated 7 October 2026) lists Opportunity 1 as the Jock of the Bushveld Concession and Opportunity 6 as the Mpanamana Concession. The Bidders Conference presentation of the same date lists Opportunity 1 as the "Mitomeni Concession" and Opportunity 5 as the Mpanamana Concession, and does not refer to Jock of the Bushveld. Please confirm:	Jock of the Bushveld is Mitomeni
	(a) the definitive list of the six concessions included in this tender; and	Opportunity Nr 1: To operate the lodge accommodation of the Mitomeni 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. Opportunity Nr 5: To operate the lodge accommodation of the Mpanamana Concession in the Kruger National Park.

	Bidder Question	SANParks Response
		Opportunity Nr 6: To operate the lodge accommodation of the Mutlumuvi Concession in the Kruger National Park.
	(b) the definitive opportunity number for each concession, to be used when labelling bid submissions.	Opportunity Nr 1: To operate the lodge accommodation of the Mitomeni 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. Opportunity Nr 5: To operate the lodge accommodation of the Mpanamana Concession in the Kruger National Park. Opportunity Nr 6: To operate the lodge accommodation of the Mutlumuvi Concession in the Kruger National Park.
136	Closing Time Erratum 2 confirms that tender submissions close on 13 November 2026. Please confirm in writing the closing time on that date and the exact physical delivery point.	12h00
137	**Envelope 1 and envelope 2 Content** The B-BBEE Proposal (Annexure 3) must be submitted only in Envelope 2. Annexure 1B (Envelope 1) requires	

	Bidder Question	SANParks Response
	information on the Bidder and its members, including shareholding. Please clarify what shareholding and ownership information may and must be disclosed in Annexure 1B without being regarded as disclosing the B-BBEE Proposal in Envelope 1.	Where the information relates to demonstrates the consortium shareholding and ownership, it will not be regarded as disclosure of the B-BBEE Proposal.
138	Price Points Formula	Please refer to the response in Question 122 and 73.
	For the 90/10 preference point system, please confirm whether "Pt" (PPP Fee Offer under consideration) refers to:	
	(a) the flat Variable PPP Fee percentage offered; or	
	(b) the projected PPP fee value derived from the Annexure 4 projections.	
	If (b), please confirm the basis of comparison (for example, total nominal fees over 25 years or a present-value calculation).	
139	Revised PPP Agreement	
	The Bidders Conference indicated that the draft PPP Agreement is being updated following the removal of the residual value. Please confirm:	
	(a) the expected date the revised PPP Agreement and	The revised draft PPP Agreement will be issued by the 20th of October 2026.

	Bidder Question	SANParks Response
	schedules will be uploaded; and	
	(b) whether SANParks will consider extending the closing date if the revised PPP Agreement is published materially close to 13 November 2026.	No, the PPP Agreement is only issued for consideration of the Bidders and Bidders are not required to provide inputs to the documents.
140	Land Claimant Community Ownership	
	The Bidders Conference referred to a beneficiation agreement between SANParks and seven land claimant communities, including a 10% ownership interest to be warehoused for these communities. Please clarify:	
	(a) how this 10% interest must be reflected in the Bidder's proposed equity structure at bid stage;	It is the Bidder's prerogative on how they structure their shareholding, however it is required that the proposed structure must clearly reflect the 10% ownership that will be allocated to the DLOC.
	(b) whether this 10% interest counts towards the Bidder's consolidated B-BBEE scorecard at bid stage and towards the Level 2 requirement by Year 3; and	No, the bidders must only consider other shareholders. The 10% will only be considered from the first fear of reporting of Operations Commencement.
	(c) whether the 10% is calculated before or after the minimum 30% equity required for the technical/operational partner.	The technical partner is simply a shareholder that has experience in the tourism sector, the 10% allocation to the DLOC must be 10% out of the entire shareholding (i.e 10/100).
141	B-BBEE Level at Bid Stage	
	Please confirm the minimum B-BBEE level required at bid	There is no requirement for the Bidder to incorporate the SPV at bidding

	Bidder Question	SANParks Response
	stage for a newly formed Special Purpose Vehicle with no trading history. Please also confirm whether a consolidated scorecard of the Bidder's members, or a sworn affidavit or verification certificate for the SPV, is required.	stage. Only consolidated B-BBEE Certificate of the Bidder's members who have a trading history.
142	Electronic Submission Platform Please confirm the name and access link of the electronic submission platform, the registration requirements, and any file size or format limits.	The Electronic Submission Guidelines Notice will be uploaded to the SANParks Website.
143	Please could you confirm the rental payment policy should a successful bid include the demolishment of the existing structures, a redesign and rebuild extending over an 18-month period. As there will be no trading during the construction period will SANParks as the Lessor extend a rental holiday for the development period, or will the monthly minimal rental requirement be raised and expected to be paid by the tenant.	**It is not SANParks' intent for the demolishing of any structures and to total rebuild for this bidding process as this would trigger EIA which could take significant time. If changes are to be made within the current structural footprint, it would be allowed, assuming no EIA is triggered.** SANParks would like to highlight the following as specified in the Information Memorandum: 1. *Any changes requested require Detailed Design and must be prepared by the Private party and should be in accordance with the findings of an EIA and Best Industry Practice and SANParks and National Building Code requirements – See ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS.* 2. *This should be accompanied by a Project Schedule to enable*

	Bidder Question	SANParks Response
		SANParks to confirm any Construction Works – See ANNEXURE A – TECHNICAL SPECIFICATIONS ON PRIVATE PARTY REQUIREMENTS. *The Private Party will be expected to adhere to the Minimum Development Specifications*
144	THE DOCUMENTS THAT GOVERN THE TENDER	
144.1	Two documents circulated in July 2026 as the RFP for this concession: one of 84 pages and one of 70 pages marked "Final". They differed in material respects, including the Residual Value figures. Two versions of the Information Memorandum were circulated in the same way. Please confirm that: 1. the RFP and the IM of 18 September 2026, as amended by Erratum 1 and Erratum, replace both earlier versions in full, and no earlier version may be relied on; 2. the documents listed (revised Request for Proposals and revised Information Memorandum of 18 September 2026 ("the RFP" and "the IM"), Erratum 1 of 22 September 2026, Erratum 2 of 7 October 2026, Erratum 3 of 12 October 2026, the Revised Project Timetable published in September 2026, the Bidder Questions and Responses of 27 August	1. Confirmed 2. The Documents on the SANParks website all form part of the tender, and there may have been additional documents added after the date of this question, so please ensure all documents on the Website are considered. 3. Yes, this is confirmed, provided that the answers provided previously in response to Bidder Questions submitted on 27 August 2026, which have been impacted by the

	Bidder Question	SANParks Response
	2026 and 12 October 2026, whose numbering is continuous (together "the Q&A") and the draft PPP Agreement on the SANParks website) are the complete set on which bidders must bid, and no other document, notice or statement forms part of the tender; and 3. the answers in the Q&A remain in force except where a later document has overtaken them. Please identify each answer that SANParks withdraws. We deal with questions 10 and 11 of the Q&A in paragraph 16 below.	amendment of the RFP and Information Memorandum ("**IM**") dated 18 September 2026 are consequentially no longer applicable. To that extent, each such response must be considered withdrawn pursuant to the amendment.
144.2	Paragraphs 4.2 and 10.8 refer to the "duly authorised Project Officer". Paragraph 14.2 refers to "SANParks' Project Officer". The RFP names Ms Galane as Project Administrator. Erratum 1 and Erratum 2 are signed by the Acting Head: Business Development Unit. Please: 1. confirm who the Project Officer is, and through what instrument that person was authorised; 2. confirm that the Q&A, Erratum 1, Erratum 2, the revised RFP and IM and the Revised Project Timetable were each circulated to every registered bidder by the Project Officer, and give the date of each circulation; and 3. if any of them was only posted on the website, confirm	**1.** The Project Administrator for the PPP opportunity is Ms Jabulile Galane. Reference to "Project Officer" or "Project Administrator" in paragraphs 4.2, 10.8 and 14,2, respectively, should be construed to have the same meaning. The Project Administrator is attached to the Business Development Unit, headed by Ms Wendy Davis, in an acting capacity. Both the Acting

	Bidder Question	SANParks Response
	that bidders may nevertheless rely on it as a written clarification under paragraphs 4.2 and 10.8.	Head: Business Development Unit and the Project Administrator , are duly authorised to act as such by the relevant delegation of authority policy of SANParks. They are both authorised to sign notices issued pursuant to the RFP. **2.** All the tender documents, including the various errata, have been published and/or made available to the bidders on the electronic tender platform on SANParks' website and/or through e-mail correspondence to the bidders in accordance with the prescripts of the amended RFP. The interrogatories regarding when each was circulated to bidders are irrelevant to enable bidders to respond to the RFP. **3.** Yes, this is confirmed. Please refer to clauses 4.2 and 10.8 of the amended RFP. Notices published on the SANParks website are written communications.
144.3	Erratum 2 replaced the indicative timetable in paragraph 21.2 with the Revised Project Timetable and fixed 13 November 2026 as the closing date. It fixed no closing time. The RFP still contains dates that have passed. Paragraph 10.2 gives the site visit as 13 August 2026. Paragraph 10.9	Erratum 2 replaced the indicative timetable in paragraph 21.2 with the Revised Project Timetable and fixed 13 November 2026 as the closing date. Thus, to the extent "Bid Date" was defined with reference to the due date for tender submissions, it follows that 13 November 2026 is the "Bid Date" contemplated in clauses 12.2, 12.3, 13.6 of the RFP and

	Bidder Question	SANParks Response
	gives the Bidders' Conference as 20 August 2026. Paragraph 12.2 defines the "Bid Date" as 12h00 on 5 October 2026. Paragraphs 12.3 and 13.6 run from the Bid Date, and paragraph 20.4 from Bid Submission. Please issue an erratum that: 1 defines the Bid Date as 13 November 2026 at a stated time, and confirms that the rule in paragraph 12.3 (late submissions invalid and returned unopened) runs from that time; 2 confirms that the 180 business days in paragraph 13.6 and the validity of the bond under paragraph 20 run from that date, or from any later closing date that SANParks may fix; and 3 corrects paragraphs 10.2, 10.9 and 19.2 (on which see paragraph 47 below).	anywhere else it might appear. The closing time for submissions is expressly recorded as 12:00 at clauses 12.2 and 12.3 of the amended RFP. Based on what is set out above, SANParks does not consider it necessary to issue an erratum to restate the closing date and time for bid submissions because this has been communicated to bidders in terms of the amended RFP and the revised project timetable. Furthermore, SANParks does not consider it necessary to issue an erratum to amend the dates referred to in clauses 10.2, 10.9 and 19.2 of the amended RFP because these dates have passed and are not impacted by the amended timetable.
144.4	Erratum 1 records that changes to the PPP Agreement would be presented at the Bidders' Conference and published afterwards. Paragraph 4.6 provides that the submission of a bid implies acceptance of the PPP Agreement. Bidders cannot accept, or price, an agreement they have not seen. The Q&A (question 75) now says that	

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	the draft PPP Agreement is provided "for information purposes", and that its schedules will be populated only with the preferred bidder during negotiation. That cannot be reconciled with paragraph 4.6. Please: 1 confirm the date on which the revised PPP Agreement will be published and circulated under paragraphs 4.2 and 10.8; 2 identify every clause and schedule that will change (we understand them to include clause 3.1.1.1, clause 7.1, Schedule 25 and Schedule 27, and every other reference to the Residual Value) and publish a marked-up copy showing each change; and 3 confirm that the version so published is the version bidders accept under paragraph 4.6 and the version that will be presented for signature under paragraph 18.1.	The draft PPP Agreement forms part of the tender documents. It is not a final agreement. It represents the framework upon which SANParks and the preferred bidder shall negotiate to conclude a final and binding agreement. The final PPP Agreement shall only be negotiated and concluded between SANParks and the preferred bidder. This is recognised in clauses 4.8 and 4.12.4 of the amended RFP which entitles SANParks to amend, modify, supplement or clarify the PPP Agreement at any time. SANParks shall publish the amended draft PPP agreement in due course and shall further notify the bidders once the document has been published in accordance with the provisions of the amended RFP and IM.
144.5	Please confirm that SANParks will receive written questions on any document first issued after 13 October 2026, including the revised PPP Agreement, and will answer them in writing to all bidders. The Q&A (question 17) assured bidders that "sufficient time will be provided". 1 Please confirm the period SANParks will allow between the issue of the last amendment and the closing date.	1. Clause 22.1 of the amended RFP affords bidders the opportunity to make written enquiries and requests for further information to SANParks in respect of the RFP. Accordingly, SANParks shall welcome any queries or questions from bidders that may arise after 13 October 2026, including in relation to the amended draft PPP agreement that shall be published. It should be noted that the questions need to pertain

	Bidder Question	SANParks Response
	2 If any document is issued after 20 October 2026, please confirm that the closing date will be extended to give bidders that period.	only to the documents issues after 13 October 2026 and not all documents. 2. SANParks does not intend to extend the bid submission date further.
144.6	Did SANParks consider representations from any bidder or any current concessionaire before issuing Erratum 1 or Erratum 2? Will SANParks receive and consider written representations on the revised PPP Agreement before it is finalised, and by when must they be submitted?	No. The RFP does not oblige SANParks to consider representations from bidders and/or concessionaires prior to effecting the amendments to the RFP. The PPP agreement shall only be negotiated and concluded with the preferred bidder.
144.7	The Q&A (questions 1, 34 and 46) records that staff information, site and building plans, environmental audit reports and water-use documentation are supplied by email on request and are not posted on the website. Paragraph 10.1.3 requires access to information to be equal for all bidders. The Q&A (question 63) now says that all available documents have been made available and that no further information is available. That cannot stand with the undertakings in questions 2 and 36. Please: 1 confirm that every document supplied to any bidder on request has been, or will be, supplied to every registered bidder, and publish an index of those documents with the	1. SANParks confirm that where confidential information has been requested by email, the available information has been provided via email response as and when requested. No index will be provided as the information remains confidential. 2. SANParks clarifies that the reference to water-use documentation in question 34 relates to available supporting information and does not constitute an undertaking to disclose confidential licence documentation at this stage. Any documentation reserved for the preferred bidder stage will be dealt with in accordance with the RFP.

	Bidder Question	SANParks Response
	date on which each was supplied; 2 reconcile the two elements of the answer to question 34, which withholds water licences until the preferred bidder stage yet says that “the Water License Act documentation” may be requested now, and state what water-use information bidders may have before bids close; and 3 state the date on which each of the following was or will be published: the KNP Concession Operations Manual and the KNP Roads Manual (question 2) and the tourism statistics for 2025 and 2026 (question 36), which the Q&A said would be uploaded; SANParks’ position on acoustic exemptions (question 40) and the section ranger’s answer on flooding (question 46), which the Q&A said were still to come; and the KNP Management Plan requested at question 34, which the answer did not address.	3. SANParks confirms that all available information and clarifications have been communicated to registered bidders via email and published on the official tender website. Bidders are requested to refer to the relevant email correspondence and website publications for the dates on which the information was made available. Please see link to KNP Park Management Plan - https://www.sanparks.org/wp-content/uploads/2021/06/knp-approved-plan.pdf
144.8	Was the Bidders’ Conference of 7 October 2026 recorded? Please circulate to all registered bidders the recording or	Yes it was recorded. The presentation and the minutes of the meeting has been uploaded on the Website on 20 October 2026.

	Bidder Question	SANParks Response
	minutes, the presentation, and every question asked and answer given. Please state which of the statements made at the conference SANParks adopts as written clarifications under paragraphs 4.2 and 10.8, and confirm that the rest are of no effect.	
144.9	SANParks' letter to bidders of 10 July 2026 concerned the bids submitted in the cancelled 2025 process. It recorded that USB devices containing bidders' electronic bids had been misplaced during evaluation. Their contents had been uploaded to SANParks' SharePoint and to the hard drive of a senior manager. The same bidders are competing again for the same concessions. More asked for the following confirmations on 8 September 2026. We repeat them so that they are given to every bidder. Please confirm that: 1 the 2025 bid information has been securely stored and quarantined, with access controlled and logged; 2 no person involved in the specification, evaluation or adjudication of the current bids had or has access to any competitor's 2025 bid information and, where any such person previously had access, what safeguards are in place; and	The cancelled 2025 tender process is not relevant to the current tender process. Nor does it impact on the evaluation and selection of a preferred bidder. The information sought falls outside the scope of the RFP.

	Bidder Question	SANParks Response
	3 the enhanced controls referred to in paragraph 5 of that letter are in place, and what they are.	
145	THE RESIDUAL VALUE: ERRATUM 1 AND THE PPP AGREEMENT	
145.1	Erratum 1 records that SANParks "has resolved to remove the requirement for payment of a Residual Value in respect of the Concession Assets". The Q&A had said the opposite. Question 10 said the requirement "will apply to all Successful Bidders" and that "Bidders must all apply an initial residual value in their financial plan". Question 11 said the figure was likely to change. Erratum 2 then deleted the words "as included in the Residual Value" from paragraph 8.3.4.6 of Annexure A to the IM. Please confirm that: 1 no bidder is required to make any provision, give any undertaking or make any payment in respect of the Residual Value of the Concession Assets of any of the six concessions; 2 neither the PPP Fee Offer nor the evaluation of bids is affected by the Residual Value; 3 the answers to questions 10 and 11 of the Q&A are withdrawn; and	1 The Q&A referenced in your letter was published on 27 Augus 2026. It preceded the amendments regarding the applicability of the residual value which were effected in terms of Erratum 1, published on 22 September 2026. 2&3 Therefore, the alleged confusion indicated here ought not to arise. Under the amended RFP, prospective bidders are not required to make provision or provide an undertaking for payment of the residual value to SANParks or the outgoing concessionaire. By extension, it is

	Bidder Question	SANParks Response
	4 bidders are not required to allocate or price any risk relating to the Residual Value in the Risk Matrix. Erratum 1 says that "Risk Matrix Item Number 22 Residual Value" has been changed. The Risk Matrix in paragraph 25.4 of the revised RFP has no Residual Value item. Please confirm that the item was deleted.	not a requirement for bidders to make provision for the residual value in the PPP fee offer. 1. SANParks further confirms that the residual value has been removed from the concessionaire risk matrix.
145.2	The RFP as first issued recorded that the Residual Value would be paid by the new Private Party and reimbursed to the outgoing concessionaire. Erratum 1 removes the payment from the tender. It does not say what happens if an amount is later found to be payable to an outgoing concessionaire, under its concession contract or otherwise. Please confirm that any such amount will be borne by SANParks alone. In particular, please confirm that it will not be recovered from the Private Party, passed on to it, made a condition precedent, deducted from or added to the PPP fee, or dealt with in the handover terms.	The initial RFP has been amended by Erratum 1. The concession contract stipulates the circumstances under which the residual shall be payable by SANParks. It does not provide for payment of the residual value by third parties. There is no reason lawful reason for SANParks to burden third parties with such an obligation.
145.3	Bidders must be able to rely on Erratum 1 as a final and authorised amendment. Please confirm: 1 the date on which the SANParks Board, as Accounting Authority, resolved to remove the Residual Value or, if the	The amendment of the RFP and related tender documents as contemplated in Erratum 1 was duly authorised by the Board of SANParks. SANParks did not require the approval of National Treasury to amend the RFP.

	Bidder Question	SANParks Response
	decision was taken under delegation, by whom and under what delegation; 2 whether SANParks' transaction adviser advised on the removal and, if so, whether it agreed with it; 3 whether National Treasury was consulted under Treasury Regulation 16; and 4 SANParks has stated that it holds an exemption from National Treasury to conduct this procurement on its own. Please publish the exemption to all bidders, with its date, scope and conditions, and confirm that it covers the amendments made by Erratum 1 and Erratum 2 and the revised PPP Agreement.	The remainder of the information, undertakings and/or interrogatories pursued here are not relevant nor necessary to enable bidders to respond to the RFP.
146	ERRATUM 2: PROCEEDINGS AND THE WAIVER LETTER	
146.1	Erratum 2 deleted paragraphs 4.10.3 and 24.5.2. It records that no bid will be rejected or prejudiced because the bidder, or any person involved in the bid, has initiated proceedings in respect of any of the six Concessions or this tender, whether before or after 7 October 2026. It records that the waiver letter is no longer required and that any letter already furnished is of no effect. More welcomes that. So that the	1. There is no ambiguity regarding the scope of Erratum 2. It is clear that it applies to all 6 (six) PPP opportunities at the KNP. It states that "no bid will be rejected or disqualified, and no Bidder will be prejudiced in the evaluation of its Bid, because the Bidder or any person involved in the bid (a) is initiating or has initiated litigation, arbitration or other proceedings in respect of any of the six concessions or this tender…"

	Bidder Question	SANParks Response
	position is settled before bids close, please confirm that: 1 Erratum 2 applies to all six concessions and to every person involved in a bid, including members, shareholders, lenders, the technical or operational partner, subcontractors, affiliates and any company on whose track record the bidder relies under paragraph 23.2.2; 2 "proceedings in respect of any of the six Concessions" includes proceedings arising under an existing concession contract or in the ordinary course of operating a concession, and proceedings in which the person concerned is applicant, plaintiff, respondent or defendant; 3 no other provision of the RFP, the IM, the PPP Agreement or its schedules will be applied to the effect of the deleted paragraphs. SANParks will identify and amend by erratum any provision that could be so applied, including any warranty or representation in the PPP Agreement about pending or threatened proceedings; 4 the discretion in paragraphs 15.2 and 16.5.1.2 will not be exercised to that effect; 5 the deleted paragraphs will not be reintroduced in the revised PPP Agreement or at the clarification stage under	2. The reference to "proceedings" under Erratum 2 is clear. It includes proceedings arising out of, or in connection with, the concession contract and/or the current tender process. 3. No amendments other than those stipulated in Erratum 2 should be assumed nor implied. 4. It is inconceivable that SANParks would exercise the discretion contemplated in paragraphs 15.2 and 16.5.1.2 to disregard and/or disqualify bids for failing to comply with requirements which are no longer applicable to the RFP. 5. The remainder of the information, undertakings and/or interrogatories pursued here are not relevant nor necessary to enable bidders to respond to the RFP

	Bidder Question	SANParks Response
	paragraph 18.1; 6 any waiver letter already furnished will be returned to the bidder concerned and will not be placed before the Bid Evaluation Committee or the Bid Adjudication Committee; and 7 Erratum 2 was authorised by the Board or under a stated delegation, and was circulated to every registered bidder by the Project Officer, and please give the date.	
147	THE BIDDING ENTITY AND THE RETURNABLE DOCUMENTS	
147.1	Paragraph 24.1 says a bidder "must form a specific company, or special purpose vehicle ('SPV'), for the purposes of Bidding" and that failure to do so "may result in the Bid being disqualified". The Q&A (question 62) now confirms that the Private Party SPV is established only after the appointment of the preferred bidder and before signature of the PPP Agreement, and that CSD registration is required of the existing bidding entity or, for a consortium, of each member. Please confirm that: 1 a bidder may submit its bid through an existing company, including a company that currently operates a concession,	1. Yes, this is confirmed. 2. Yes, this is confirmed. 3. This statement is incorrect to extent that it is inconsistent with what is stated in paragraph 5.6 of the RFP. Considering that this has now been clarified in this Q&A, it is not necessary that a further erratum be issued to correct this inconsistency.

	Bidder Question	SANParks Response
	and incorporate the new Private Party SPV on appointment as Preferred Bidder, as paragraph 5.6 requires; 2 such a bidder's own B-BBEE certificate satisfies paragraph 26.3.1, and the consolidated scorecard referred to in paragraph 17.3.2.2 and in the answer to question 25 applies only to a bidder that is a consortium, a joint venture or an SPV still to be formed; and 3 paragraph 24.1 will be amended by erratum to conform to the answer to question 62. (First submitted 19 August 2026; partly answered at Q&A questions 18 and 62.)	
147.2	Items 2 and 3 of the checklist in paragraph 7 require a "Resolution of the Project Company or Lead Member" and a "Resolution of Each Member (Other than the Lead Member)". The Q&A (question 20) says each resolution must record that the entity resolves to bid on the terms and conditions of the RFP. Please confirm that: 1 a resolution in those terms, which also authorises the bidder's representatives under paragraph 4.9, is sufficient; 2 a bidder that is a single company need submit only one resolution; and 3 a member who is a natural person need not submit a	Yes, this is confirmed.

	Bidder Question	SANParks Response
	resolution. (First submitted 6 August 2026, question 4; partly answered at Q&A question 20.)	
147.3	Paragraph 20.4 and Annexure 7 require the bond to be valid "from Bid Submission until the expiry of the PPP Agreement". No commercial bank will issue a bid bond for 25 years to a bidder that may never be awarded the contract. The Q&A (question 20) restates paragraph 20.8 but does not say what validity period a bid bond must have. Item 1 of the checklist accepts a bond "substantially similar" to Annexure 7. Please confirm: 1 that a bid bond valid for the bid validity period in paragraph 13.6, or for such longer period as SANParks now specifies, is responsive, with the performance bond under paragraph 20.8 to follow on award; 2 that a bond in that form may state that validity period in place of "until the expiry of the PPP Agreement", and please publish the bid-stage wording that SANParks will accept; and 3 whether, as paragraph 20.5 suggests, a bidder may lodge R500 000 in cash with SANParks instead of a bank bond.	Please refer to the Errata uploaded on 20 October 2026 regarding the Bid Bond.
148	THE 10% FREE CARRY AND THE DISPOSSESSED	

	Bidder Question	SANParks Response
	LAND OWNER COMMUNITIES	
148.1	The RFP describes the beneficiary of the 10% free carry in two different ways. Paragraph 3.2.3.3 says the equity "will be issued to an entity established by or on behalf of the Dispossessed Land Owner Communities". Five other provisions say the beneficiary may be the Dispossessed Land Owner Communities or the Local Communities: paragraph 24.4.1.2.1; the two ownership rows of the B-BBEE Project Scorecard ("Dispossessed Land Owner Communities and/or Local Community entities" and "Dispossessed Land Owner and/or Local Community entities"); the definition of "10% Free Carry" under the Scorecard ("to either the Dispossessed Landowner Communities or to the Local Communities"); and the evaluation matrix in paragraph 26.4.2 ("Dispossessed Land Owner Community and/or Local Communities through Collective B-BBEE Ownership Structures"). The Q&A (question 48) says that SANParks will announce whether each bidder's free carry will be allocated to a Dispossessed Land Owner Community or to a Local Community. Please state when and how that announcement will be	The 10% free carry is to be initially warehoused at bidding stage by the Bidders and later granted by the Successful Bidders to either the Dispossessed Landowner Communities or to the Local Communities. The Bidder's proposal must merely include provision for a 10% free carry equity participation, which would be warehoused at time of submission of the Bids. The beneficiaries will be specified by SANParks after the Successful Bidders have been selected for each opportunity. The beneficiary will either comprise an entity representing the Dispossessed Landowner Communities and/or Local Communities. This clarification should suffice. There is no need for amendment to the RFP.

	Bidder Question	SANParks Response
	made, and confirm that it will be made before bids close. Please also amend the provisions that are inconsistent with it by erratum. (First submitted 6 August 2026, question 1; partly answered at Q&A question 48.)	
148.2	The Scorecard says the 10% "should be warehoused and will be allocated as per SANParks instructions". The evaluation matrix says it is "to be warehoused at time of Bidding". For a bidder that has not incorporated its SPV, warehousing can only be an undertaking that 10% of the SPV's equity will be set aside on incorporation. Please confirm that: 1 an undertaking in the bid, supported by the proposed shareholding structure and the draft memorandum of incorporation and shareholders' agreement required by paragraph 24.4.1.3, satisfies the warehousing requirement; 2 a bidder that bids through an existing company may likewise undertake that 10% of the new Private Party SPV will be issued, for nominal consideration, to the entity SANParks designates, and is not required to transfer existing shares into a warehousing entity before bids close; 3 the beneficiary will be designated by SANParks, and	1 Yes, this is confirmed 2 Yes, this is confirmed 3 Yes, this is confirmed. The beneficiaries for the 10% free carry will be specified by SANParks after the Successful Bidders have been selected for each opportunity.

	Bidder Question	SANParks Response
	please state the date by which the designation will be made for each concession. (First submitted 6 August 2026, question 2.)	
146.3	Some bidders already have among their shareholders a community entity which holds 10% or more, is capacitated, and is active in community projects within 100 km of the Park. To unwind that shareholding in favour of a new entity that has yet to operate would set community participation back. Having regard to the answer to question 48, please confirm that: 1 such an entity may be proposed for designation as the holder of the free carry, provided its 10% is held on the free carry terms in paragraph 3.2.3.3; and 2 a director already appointed to the board by that entity satisfies the entitlement to appoint one director in paragraph 3.2.3.3. (First submitted 6 August 2026, question 3.)	SANParks has made commitments and undertakings to the Dispossessed Landowner Communities which are set out more fully in the Beneficiation Scheme. SANParks would like to ensure that those are met. Allowing Bidders to choose beneficiaries of the 10% free carry might impact SANParks' ability to comply with its obligations under the Beneficiation Scheme. Therefore, SANParks would like to retain control of the selection process for beneficiaries, who in turn must appoint their own directors.
146.4	The Q&A (question 97) confirms that, for the projected Scorecard and the B-BBEE Proposal, bidders may assume that the beneficiaries of the 10% are 100% Black People, at least 40% Black Women, and resident in Local Communities within 100 km of the Park. The Q&A (question	SANParks shall designate the entity that participates in the 10% free carry. For the projected Scorecard and the B-BBEE Proposal, bidders may assume that the beneficiaries of the 10% free carry are 100% Black People, at least 40% Black Women, and resident in Local Communities within 100 km of the Park, despite that Dispossessed

	Bidder Question	SANParks Response
	66, point 2) says that Dispossessed Land Owner Communities are not necessarily within that radius. Please reconcile the two answers, and confirm that a bidder will not be penalised, at evaluation or under the PPP Agreement, if the entity SANParks designates has a different profile or lies outside that radius. (First submitted 28 September 2026; partly answered at Q&A question 97.)	Landowner Communities may not necessarily live within that radius.
146.5	Paragraph 2.2.2 defines Dispossessed Land Owner Communities as "the communities with which the government of the Republic of South Africa has entered into settlement agreements in respect of land claims instituted by such communities". On its terms that covers every settled land claim in the country. Paragraph 3.2.2 confines them to communities whose settlement agreements concern "land previously owned by the Dispossessed Communities in KNP" under section 42D of the Restitution of Land Rights Act, 1994. Please confirm that the paragraph 3.2.2 meaning applies throughout the RFP, the Scorecard and Schedule 5 of the PPP Agreement, and amend paragraph 2.2.2 by erratum. (First submitted 6 August 2026, question 5.)	The "Dispossessed Landowner Communities", wherever the term appears, refers to communities with whom the government of the Republic of South Africa has entered into settlement agreements in respect of land previously owned by such communities in KNP in terms of section 42(D) of the Restitution of Land Rights Act, 1994. It does not include beneficiaries of land claims outside KNP. This clarification should suffice. There is no need for amendment to the RFP.

	Bidder Question	SANParks Response
147.6	Four rows of the Scorecard require that “as staff leave, they must be replaced by a person from the Dispossessed Land Owner Communities so in time these persons represent 60% of employment”. The procurement rows require that “a minimum 20% of all procurement spend must be from Dispossessed Land Owner Community entities”. Bidders cannot plan recruitment or procurement without knowing who these communities and entities are. Please: 1 identify the Dispossessed Land Owner Communities for each concession. The Q&A (question 47) says that the beneficiation agreements will not be shared, and we do not ask for them, only for the identity of the communities; 2 state where those communities are located; 3 state how a person or an entity will be verified as belonging to a Dispossessed Land Owner Community, and by whom; and 4 state whether SANParks will keep a register of Dispossessed Land Owner Community entities from which the 20% procurement target can be met. (First submitted 6 August 2026, question 6.)	1 The Beneficiation Scheme (“the Scheme”) envisages the following. There shall be one Scheme for the Entire KNP. Each Dispossessed Landowner Community shall establish a legal entity through which it will participate in the Scheme (” Dispossessed Community Entity”). The Dispossessed Landowner Communities shall jointly establish a profit company (“Communal Trading Entity”) in which the Dispossessed Landowner Communities shall hold their equity interests through their respective Community Entities on a pro rata basis. 2 The board of directors of the Communal Trading Entity (“the Board”) shall comprise of the mandated representatives each of the Community Entities, together with such number of independent expert directors whom the members of the Communal Trading Entity may decide to appoint to enhance the capacity of the Board to discharge its responsibilities and functions in a professional and efficient manner. This structure will ensure that SANParks and/or the Successful Bidder interfaces with the Dispossessed Landowner Communities only through a single entity.

	Bidder Question	SANParks Response
		3 Apart from holding equity interests in the Communal Trading Entity, the Dispossessed Community Entities would be entitled to participate directly in enterprise development initiatives and employment opportunities emanating from the Scheme. The Dispossessed Community Entities will also have their own boards. 4 SANParks shall provide to the Successful Bidder, amongst others, the following: details of the verified beneficiaries, where they are located, education levels and various skills sets that they possess. The verification of beneficiaries has been undertaken by the Regional Land Claims Commission