



THE SOUTH AFRICAN NATIONAL PARKS ("SANParks")

**BIDDER QUESTIONS & REPOSSES 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 Jock of the Bushveld Concession in the Kruger National Park.

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

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

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

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.

12 October 2026

Please note that this is not the full list of questions received. If your question is not reflected here, SANParks is obtaining responses internally and will revert with further responses in the next round of Q&A. 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: - SANParks Job Grading Schedule	Please note that SANParks uses a Paterson Grading System. Bidders are to research the Paterson Job Grading System and align their bids accordingly.

	Bidder Question	SANParks Response
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: <i>“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.”</i> Clause 7.2.1.3 of the Mpanamana Information memorandum should read: <i>“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.”</i>
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 on the meeting link which will be confirmed.

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		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: • <i>“A Bidder may submit a Bid response to a maximum of four (4) out of the six (6) Concessions Subject to this Retender.”</i> • <i>“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.”</i> 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 preparation period for additional information uploads and responses to Bidder Questions.

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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. • 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.

	Bidder Question	SANParks Response
		Site Logistics: • Tuesday 4 August 2026, Mpanamana Concession: ○ Site Visit Timing - 9h00 to 13h00 ○ Cell Number to Contact in case of issues: Jabulile – 072 359 9179. ○ 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: ○ Site Visit Timing - 9h00 to 13h00 ○ Cell Number to Contact in case of issues: Jabulile– 072 359 9179.

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		○ 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: ○ Site Visit Timing - 9h00 to 13h00 ○ Cell Number to Contact in case of issues: Jabulile – 072 359 9179. ○ 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: ○ Site Visit Timing - 9h00 to 13h00 ○ Cell Number to Contact in case of issues: Jabulile – 072 359 9179.

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		○ 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. ○ 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. ○ 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: ○ Site Visit Timing - 9h00 to 13h00

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		○ Cell Number to Contact in case of issues: Jabulile – 072 359 9179. ○ 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. ○ 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: ○ Site Visit Timing - 9h00 to 13h00 ○ Cell Number to Contact in case of issues: Jabulile – 072 359 9179. ○ Logistics – Convene at Skukuza Conference Centre Parking area. Vehicles will be parked here and the

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		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.

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11.	Is it likely that the Residual Value will change and by how much?	As indicated in the RFP there is a likelihood 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? Or 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: - the amount of capital required; - the proposed sources of funding; - the expected terms of proposed loans; - whether the necessary financing has been secured; and - 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: • successful award of the concession to the Bidder; • final credit approval; • satisfactory due diligence; • agreement of final financing terms and security; • execution of satisfactory finance and project documentation; and	

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	• 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: • senior bank debt; • committed shareholder / equity funding; • subordinated or investor funding; and/or • committed working-capital facilities, provided that the combined evidence demonstrates availability of the funding required under the Bidder's submitted Financial and Capital Plan.	

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	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 Bidder	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

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	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

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		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) i. 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 7 at bid stage as banks do not issue open dated bid bonds. ii. 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 Preferred Bidder elects not to replace the Bid Bond with a Performance Bond, 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.

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	Preferred Bidder will be required to provide SANParks with a Performance Bond in the form attached as Annexure 7"). iii. 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. 2. 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? 3. Section 4 (Resolution of each member other than the Lead Member) 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	Section 7 Answer: See response to question 21. Section 9 Answer: Please see answer in 14 above

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	members of the Bidder that are juristic persons, and not natural persons? 4. 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. 5. 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 show what percentage of at least R10m each partner/shareholder has in the Bidder? 6. Section 9 (CSD registration)	

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	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 i. 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. 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	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. 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.

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	required under “Financial Requirements” in Annexure 1A be provided twice – once for B.1 and again for B.4? iii. 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)? iv. 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? v. 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? vi. 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	

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	Functionality Scorecard relevant and must be included here?	
23.	Paragraph 17.2 and Annexure 4 (PPP Fee Offer) i. 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 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?	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 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. <i>Note the following as per the RFP 28.2: Please note: The actual PPP Fees to be paid to SANParks will be the</i>

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	ii. 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? iii. 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 will SANParks factor in the fact that the projected turnover is dependent on the success of the operating entity, and the turnover projections are only assumptions? iv. 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?	<i>higher of the Minimum Committed Concession Fee and the Flat Variable Percentage Offered of Actual Gross Revenue achieved.</i>
24.	Below are possible scenarios 1. Scenarios in respect of 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

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	vi. Scenario 1 – has no inflation vii. Scenario 2 – has inflation at 5% per year for 25 years viii. Scenario 3 – has inflation at 6.5% per year for 25 years 2. Scenarios that include a PPP offer with two parts: i. Minimum PPP Fee offer (with & without inflation) ii. Variable Fee Offer with forecasts (with & without inflation). Which of these numbers will be used to evaluate the bid ?	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 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) i. 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)?	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.

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	ii. 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?	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) We note that the performance bond is for an amount of “R500,000 (VAT excl)”. Is VAT payable on the performance bond?	Please note that the performance bond is not subject to VAT.
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.

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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) Is there a minimum acceptable risk allocation or percentage per category in the Concessionaire Risk Matrix?	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 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) i. Is a Bidder entitled to use the YES programme to satisfy its BBBEE obligations in Annexure 3? ii. 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.

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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.
32.	PPP Agreement - Calculation of Gross Revenue i. 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	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

	Bidder Question	SANParks Response
	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 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? ii. How is it intended that "Gross Revenue" be calculated before deducting commissions and trade discounts? Trade discounts, particularly for the international trade of which	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 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

	Bidder Question	SANParks Response
	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. iii. 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" iv. Why are bad debts added back and bad debts recovered excluded? Surely, bad debts should be deductible, provisions can be added back? v. Why would commission actually paid, for example to booking.com, which is a deduction against revenue actually incurred, not be deductible? vi. 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	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
	based on a special offer rate are “added back” to the Gross Revenue? vii. 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 before the discount for domestic visitors and yet the Private Party is encouraged to offer discounted rates? viii. 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

	Bidder Question	SANParks Response
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 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	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
	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. 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?	

	Bidder Question	SANParks Response
	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 i. When the SPV starts, there won't be any revenue figures as it wouldn't have traded. Would we then be classified as an EME ? and then that changes in y2 and y3? ii. Is the 40% black woman ownership a requirement from day 1 that results in us being removed from the tender? Or is level 4 the target for day 1? We have considerable black ownership, it is male owned however. iii. What is the male and female ownership of the community 10% in the SPV?	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-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

	Bidder Question	SANParks Response
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: $Ps = 90 (1 + (PT - P \text{ max}/P \text{ max}))$
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	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.

	Bidder Question	SANParks Response
	minimum development obligations, or does it require separate approval as a new development?	
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, 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

	Bidder Question	SANParks Response
		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 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?	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 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).

	Bidder Question	SANParks Response
		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.
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	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.

	Bidder Question	SANParks Response
	environmental contamination or subterranean structural failures discovered during the first 12 months of operations?	
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.
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,	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.

	Bidder Question	SANParks Response
	and confirm the procedure for seasonally rotating fly camp locations under the EMP?	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 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)	Please see response on Water Licenses above. 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

	Bidder Question	SANParks Response
	as per the water licence, as well as the registrations of the boreholes	technical specifications of SANParks as some of these systems may not be compliant.
	Waste Removal	
	Does the municipality collect the waste or does the concession pay for independent waste collection	Drawings provided is as per what SANParks has on file.
	Record of Decision (ROD)	Query to be raised to section ranger on flooding.
	Please can we get a copy of this	
	Diesel Tank	On the lightning rods, included in the information Memorandum were the following condition:
	The RFP says this must still be constructed. Why, if there are tanks there already	• SANS 10313: Lightning Protection of Structures • SANS 62305: Protection against lightning
	EIA	
	Please can we get a copy of these	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.
	Building Plans	These standards mandate specific, mathematically derived placement methods—such as the rolling sphere, protective angle, or mesh

	Bidder Question	SANParks Response
	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	methods—along with strict material corrosion resistance and mandatory, safe routing to ground for proper function
45.	1. Has a specific community been paired with each concession?	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

	Bidder Question	SANParks Response
	2. We already have members of these communities as employees. How would this impact the pairing. 3. Who are the members of these communities? 4. What percentage of these communities would be Black Women? 5. What skills are available in these communities? 6. What are the leadership structures of these communities and how are they chosen. 7. How would future dividends be shared and distributed between the community members.	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. 4. Such information will be provided by the Joint Management Board if deemed necessary for the purposes of actions or activities.

	Bidder Question	SANParks Response
		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. Please can this be explained and confirm what is the number.	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). Bidders are instructed to use 30 beds (22 guest beds and 8 staff beds) for bidding purposes.

	Bidder Question	SANParks Response
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 established by or on behalf of “Dispossessed Land Owner Communities”	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 allocated to a Dispossessed Land Owner Community or Local Community.

	Bidder Question	SANParks Response
	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?	
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 SANParks and the Private Party”. How and when will these terms and conditions be agreed between SANParks and the Private Party?	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. The centralised fund has not yet been established. The Private Party will be engaged in the development of the terms and Conditions.

	Bidder Question	SANParks Response
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
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 Leviaible amount. This 3% Leviaible	Yes, it is 3% of the leviaible amount, not NPAT. Please note this will be corrected in the Scorecard via an Erratum.

	Bidder Question	SANParks Response
	amount is the normal skills spend target. Can we confirm it is 3% of leviabale amount not NPAT. Please note this also carries through to the scorecard in Schedule 5 of the PPP agreement	
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 upgrade benefit will apply to the SANParks B-BBEE scorecard that will be applied for the concession period?	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.
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.

	Bidder Question	SANParks Response
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.
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.	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.

	Bidder Question	SANParks Response
	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?	
56.	Enhancing natural flood resilience while maintaining existing building layouts. 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?	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.
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	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.

	Bidder Question	SANParks Response
	riverbed itself count towards the concession's total fixed road allocation, or only the constructed access spurs?	
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 resolution and internal treasury guarantee's in lieu of external bank facility letters?	This will only be accepted if verified by the auditors or internal bankers that the specified funds are available and ring-fenced for these purposes.
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,	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).

	Bidder Question	SANParks Response
	and how does this affect the mandated water allocation formulas if freshwater abstraction is practically eliminated?	
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 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?	SANParks' jurisdiction is only within the park and not outside.
61.	i. Can we assume that the SANParks Concession fee is exclude for BEE procurement calculations. You currently account for 60% of our procurement cost. ii. B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned as % of Total Measured Procurement.	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
	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?	
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	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
	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 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	

	Bidder Question	SANParks Response
	incorporated if appointed as the Preferred Bidder or must it be formed when the bid is submitted?	
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.	Yes that is correct. Within and adjacent to conservation areas will be acceptable.

	Bidder Question	SANParks Response
	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?	
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? 2. 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	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)

	Bidder Question	SANParks Response
	applicable to the concession? We 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.	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.
66.	1. Equity for Dispossessed Landowner Communities: - 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
	- 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 2. 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); - 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? 3. 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

	Bidder Question	SANParks Response
	4. Provide clarity on where the mandatory returnable documents should be included and presented within the bid submission. 5. 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? 6. 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? 7. 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? 8. What governance and reporting obligations will the Private Party have toward the community shareholders, and how will SANParks oversee compliance?	4. Please note the labelling specifications provided in Clause 13.8 of the revised RFP. 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.

	Bidder Question	SANParks Response
	9. Scoring on targets on the BBEE 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?	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, 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 10. Preferential Procurement: a. Minimum 20% spend of all procurement spend must be from the Dispossessed Land Owner Communities b. Does this requirement apply exclusively to the Dispossessed Land Owner Communities, even if they are not located within the 100 km radius? c. 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 comparison purposes, Bidders	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.

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

Please explain how your PPP fee evaluation accounts for the time value of money.

Year	Bidder 1			Bidder 2		
	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
		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 1. <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 fee	

	Bidder Question	SANParks Response
	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 3. <u>PPP Agreement cl. 7.3.16 / IM #7.3.16 — “KNP Operations Manual”</u>	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 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.

	Bidder Question	SANParks Response
	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 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”	3. For bidding purposes please use only the operations manual version that has been uploaded on the SANParks website.

	Bidder Question	SANParks Response
	(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 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.	

	Bidder Question	SANParks Response
76.	Jakkalsbessie Concession PPP Agreement — Internal Ambiguities and Drafting Errors 4. <u>PPP Agreement cl 28 (SANParks Default)</u> 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. 5. <u>PPP Agreement cl 27.1.6</u> 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	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 <i>“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.”</i> 5. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder

	Bidder Question	SANParks Response
	obligations. Please confirm the correct clause reference(s) intended. 6. <u>PPP Agreement Schedule 19 (POPIA)</u> 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. 7. <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. 8. <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	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. 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

	Bidder Question	SANParks Response
	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. 9. <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. 10. <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	branding, Rail dining, and all such elements that are not applicable to the respective Lodge Concession concern. 9. RFP Scorecard takes precedent. 10. Local already specified in the RFP as within a 100km radius. Youth is under 35 years of age.

	Bidder Question	SANParks Response
	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.	
77.	Jakkalsbessie Concession RFP-Specific Clarifications 11. <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.	11. One physical (which is the original) and one electronic copy via the link.

	Bidder Question	SANParks Response
	12. <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. 13. <u>RFP #5.2 – “technical/operational partner”</u> 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.	12. The 13th of August 2026 is the date specifically applicable to the Jakkalsbessie Concession. 13. Definition in 2.1.104 of PPP Agreement. Please note this numbering could change in the Revised Draft PPP Agreement after Residual Value changes.

	Bidder Question	SANParks Response
	14. <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. 15. <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	14. Yes the minimum threshold for each Functional Areas is 50%. Yes the minimum threshold over all Functional Areas is 80%. 15. Please revert to the answer in Question 65.

	Bidder Question	SANParks Response
	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 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.”	

	Bidder Question	SANParks Response
	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 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	

	Bidder Question	SANParks Response
	16. <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 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	16. The periods are intended to differ. Bidder to adhere the requirements, respectively.

	Bidder Question	SANParks Response
	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. 17. <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 representation: Black People 50%, Black Women 30%; executive management: Black People 50%,	17. 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
	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 materially affects the minimum shareholding, board composition and	Yes.

	Bidder Question	SANParks Response
	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.	
	18. <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.	18. 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
	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. 19. <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	19. Yes. It includes all permanent and fixed term contracts. Contractors and suppliers are excluded.

	Bidder Question	SANParks Response
	Concessionaire employees working exclusively in the Concession Area.” 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 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,	1. The RFP is correct. The corresponding changes will be made in the Information Memorandum (I.M)

	Bidder Question	SANParks Response
	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 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 50.6.8</u> “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/ Localisation” and not “Local Content”.

	Bidder Question	SANParks Response
	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", 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.	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) 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. 4. <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. 5. <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 both the main body and Annexure B – Environmental Guidelines) states this same	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

	Bidder Question	SANParks Response
	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. 6. <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. 7. <u>PPP Agreement cl 18.4 vs RFP #20.2, #20.8 & Annexure 7</u> PPP Agreement clause 18.4 records the Performance Bond amount as the malformed placeholder “R ()” with no	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 the Operational Monitoring. See also table on KNP Concession Operations Manual SANParks Revision 2, 11 Summary of reports. 6. 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
	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. 8. <u>IM #7.20.3.2 (and PPP Agreement Schedule 3 #48.24) – Water Allocation Formula worked example</u> 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 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	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

Commented [CG1]: Dm5 please correct and check if this is only an issue in this one concession?

	Bidder Question	SANParks Response
	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. 9. IM Annexure A #7.20 (Water) — potable water source not identified The Information Memorandum's Water section (Annexure A #7.20) 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 Jock of the Bushveld Concession, whether any backup or secondary source exists, and whether a water treatment/purification plant	Each bidder will need to apply this rationale as part of their proposal in terms of numbers taking into consideration water allocation compliance requirement. 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. Potable 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
	is currently installed on site. 10. <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 accordingly. 11. <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.	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) 11. Bidders to consider and/or be guided by the B-BBEE Project Scorecard set out in the RFP as Annexure 3.

	Bidder Question	SANParks Response
	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.	Updates will be made in the PPP Agreement to be published as indicated in the tender briefing session.
80.	Jock of the Bushveld Concession PPP Agreement — Incomplete or Placeholder Provisions Please confirm whether Schedule 27 will be populated with this (or equivalent) content prior to signature, and if so, 12. <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	12. No, outstanding schedules will be developed by SANParks and a preferred bidder during PPP Agreement negotiations.

	Bidder Question	SANParks Response
	any of the blank content is expected to materially affect the Bidder's technical, financial or B-BBEE proposal. 13. <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. 14. <u>PPP Agreement Annexure A cl. 7.3.16 / cl. 7.3.2 / cl. 7.3.18 — “KNP PPP Concession Operations Manual”</u> 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	13. 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. 14. For the purposes of the Bidding process use the Operations Manual Version provided on the SANParks Website for this tender process.

	Bidder Question	SANParks Response
	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 periodically, the latest revision	

	Bidder Question	SANParks Response
	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.	
	Jock of the Bushveld Concession PPP Agreement — Internal Ambiguities and Drafting Errors 15. <u>PPP Agreement cl 28 (SANParks Default)</u>	

	Bidder Question	SANParks Response
	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. 16. <u>PPP Agreement cl 27.1.6</u> 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. 17. <u>PPP Agreement Schedule 19 (POPIA)</u> 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. 18. <u>PPP Agreement Schedule 6 (PPP Fee) cl 51.3</u>	15. See the answer to similar question provided above for Jakkalsbessie Concession. 16. See the answer to similar question provided above for Jakkalsbessie Concession. 17. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 correct base date for CPIX escalation purposes and whether Schedule 6 will be updated. 19. <u>PPP Agreement Schedule 7 (Environmental Specifications) cl 52.2.7</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. 20. <u>PPP Agreement Schedule 3 (#48.2.2, #48.3.1, #48.5.2) & Schedule 7 (#52.2.7)</u> Schedule 3 (Private Party Operational Requirements) contains references to “coach toilets,” coach branding	18. Please note the value is still to be used as the starting or floor number. Only apply CPIX for the years thereafter. 19. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 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. 21. <u>PPP Agreement Schedule 5 (B-BBEE Obligations)</u> <u>#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).	20. See the answer to similar question provided above for Jakkalsbessie Concession. 21. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	Please clarify the relationship between these two scorecards and confirm which applies at Bid submission versus during the operational term. 22. <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.	22. See the answer to similar question provided above for Jakkalsbessie Concession.
81.	Jock of the Bushveld Concession RFP-Specific Clarifications	

Bidder Question		SANParks Response
23.	<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 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.	23. Reference to Information Memorandum on Clarity 24 Guests Beds at Main Jock (12 Units) + 6 Guest Beds (3 rooms) at the second camp known as Fitzpatrick’s
24.	<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	24. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	additional electronic copy (beyond the link) is also required. 25. <u>RFP #5.2 – “technical/operational partner”</u> 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. 26. <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	25. See the answer to similar question provided above for Jakkalsbessie Concession. 26. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	order to pass Functional Requirements, and confirm this is consistent with the Functionality Evaluation weightings set out elsewhere in the RFP. 27. <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 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	27. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 “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.	
	Jock of the Bushveld Concession Information Memorandum — Further Clarifications 28. <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. 29. <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	28. Response - ANNEXURE C – SANS 1162:2016 – SOUTH AFRICAN NATIONAL STANDARD RESPONSIBLE TOURISM REQUIREMENTS s correct and not reference to Annexure D 29. 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 30. <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	30. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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. 31. <u>RFP Annexure 3 (B-BBEE Project Scorecard) cl. 27.2 vs PPP Agreement Schedule 5 (B-BBEE Obligations) —</u>	

	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 (a) measured independently against the same total (i.e. total exercisable voting rights, total economic interest, total	31. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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. Please confirm which of interpretation (a) or (b) above is correct and, if neither, provide SANParks’ intended	

	Bidder Question	SANParks Response
	methodology for calculating compliance with the Black Women sub-elements of the B-BBEE Project Scorecard. 32. <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; (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	32. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 1. <u>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</u> 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).	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 only. Prior to contract signing, the said PPP Agreement and its respective schedules will be finalised accordingly

	Bidder Question	SANParks Response
	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-reference in the RFP and/or PPP Agreement as applicable. 3. <u>RFP #3 (SANParks Beneficiation Scheme & Commercialisation Strategy Objectives) vs IM #4.12.2</u>	2. See the answer to similar question provided above for Jakkalsbessie Concession.

Bidder Question	SANParks Response
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.	3. See the answer to similar question provided above for Jakkalsbessie Concession.
<u>4. 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-	4. 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. 5. <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 Dispossessed Land Owner Communities/indigenous landowner communities applies to the Lwakahle Concession and, if so, the required quantum and mechanism. 6. <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	5. See the answer to similar question provided above for Jakkalsbessie Concession. 6. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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. 7. <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 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. 8. <u>RFP Bid Evaluation Criteria / IM #7.2.1.3 vs PPP Agreement Schedule 6 (PPP Fee)</u>	7. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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. 9. <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).	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 current maximum carrying capacities for the CA's remains the obligation of the new

	Bidder Question	SANParks Response
	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-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. 10. <u>IM #4.14.3 (Land Claims / Beneficiation Scheme) cross-reference to the RFP</u> The Information Memorandum states that "Bidders must refer to the Request for Proposal ('RFP') for obligations of	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

	Bidder Question	SANParks Response
	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. <u>PPP Agreement signature page</u> 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	10. See the answer to similar question provided above for Jakkalsbessie Concession. 11. Noted. Updates and amendments to the draft PPP Agreement will be made during negotiations with the preferred bidder.
83.	Lwakahle Concession	Updates and amendments to the draft PPP Agreement will be made during negotiations with the preferred bidder. Bidders are further

	Bidder Question	SANParks Response
	PPP Agreement — Incomplete or Placeholder Provisions 12. <u>PPP Agreement Schedule 6 (PPP Fee)</u> 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 proposal, and confirm whether any SANParks-imposed floor (see Question 6) will also be reflected. 13. <u>PPP Agreement Schedule 4 (Private Party Bid Submission)</u> 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.	advised to focus on the RFP requirements for purposes of tender submission. 12. Correct this will be completed at Financial/Commercial Close. 13. No requirements at bidding stage.

	Bidder Question	SANParks Response
	<u>PPP Agreement cl. 4 (Appointment) and related definitions</u> 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 not require completion or disclosure at Bid submission stage. 14. <u>PPP Agreement cl. 43 (Notices)</u> 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. 15. <u>PPP Agreement cl. 8 (Private Party Undertakings) — "Operations Manual dated [insert]"</u> The PPP Agreement, RFP and Information Memorandum each refer extensively to the KNP Operating Manual / Concession Operations Manual (governing, among other things, water	See the answer to similar question provided above for Jakkalsbessie Concession. 14. Confirmed 15. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 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	

	Bidder Question	SANParks Response
	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. 16. <u>PPP Agreement cl. 27.1.6 (Private Party Default)</u> 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.	16. Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder

	Bidder Question	SANParks Response
84.	Lwakahle Concession PPP Agreement — Ambiguous or Unclear Provisions 17. <u>PPP Agreement cl. 5 (Project Term)</u> 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). 18. <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.	17. It runs from the Effective Date. Bidders to note that a revised PPP Agreement after Residual Value changes will be published as communicated in the Bidders Conference briefing session. Some of the affected areas relate to the dates. 18. The scorecard in the RFP take precedent.

	Bidder Question	SANParks Response
	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. 19. <u>PPP Agreement cl. 17 (Financial Provisions and Payment) / IM #7.2.3</u> 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. 20. <u>PPP Agreement cl. 14 (Hygiene Audits) vs Monitoring provisions (cl. 25 / IM #8.10–8.11)</u> 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	Please refer to the responses for question 15 and 24. 19. See the answer to similar question provided above for Jakkalsbessie Concession. 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-

	Bidder Question	SANParks Response
	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 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. 21. <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	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 21. It is triggered at appointment of preferred bidder and must be completed within the handover process/period.

	Bidder Question	SANParks Response
	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. Please clarify how the Effective Date-triggered Section 197 obligation interacts with the Handover Period process, and confirm whether these run concurrently or sequentially. 22. <u>PPP Agreement Schedule 3 / IM Annexure A #8.7.3 (Water Allocation Formula)</u> 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	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

	Bidder Question	SANParks Response
	requested the actual information in our correspondence regarding 'sensitive information request'. 23. <u>IM Annexure A #8.7 (Water) — potable water source not identified</u> 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. 24. <u>PPP Agreement / IM Annexure A #8.9.6 (Sustainability targets)</u>	occupancy and staff in order to maintain within the water allocation requirements 23. <u>potable water source:</u> 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
	Please confirm the baseline against which the stated 35% water-use reduction target is to be measured (for example, historical Lukimbi Safari Lodge consumption 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. 25. <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, while	24. 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. 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 25. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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.	
86.	Lwakahle Concession RFP-Specific Clarifications 26. <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. 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 —	26. The consideration forms part of SANParks internal evaluation mechanism, which includes consideration of the second highest scoring bidder.

	Bidder Question	SANParks Response
	specifically, whether Bidders must submit a ranked preference, and by when. 27. <u>RFP Annexure 4 (PPP Fee Offer pro-forma cashflow table)</u> 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. 28. <u>RFP Annexure 2 (Concessionaire Risk Matrix)</u> 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 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	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. 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.

	Bidder Question	SANParks Response
	Private Party with no SANParks representation as to suitability). 29. <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%; Business & Operational Plan 45%; Environmental Plan & Due Diligence 20%; Risk Matrix 10%). 30. <u>RFP (Signature and Effectiveness of PPP Agreement)</u>	29. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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. 31. <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 response distribution date of 4 September 2026 remains accurate.	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 and responses will be provided in rounds in one document such as this.
	Lwakahle Concession Information Memorandum — Further Clarifications	

	Bidder Question	SANParks Response
	32. <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. 33. <u>IM Annexure A #5.4.2.2 (existing staff housing)</u> 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	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 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

	Bidder Question	SANParks Response
	stock may continue to be used, subject to the water licence constraint described in the IM.	and environmental processes included in the Tender document and the KNP Concession Operations Manual
	Lwakahle Concession Supplementary Clarification Questions 34. <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 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.	34. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	35. <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 may propose a higher percentage as part of their B-BBEE Proposal for scoring purposes. 36. <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	35. See the answer to similar question provided above for Jakkalsbessie Concession. 36. See the answer to similar question provided above for Jakkalsbessie Concession as well as Question 45.

	Bidder Question	SANParks Response
	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 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	

	Bidder Question	SANParks Response
	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 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.	Yes.

	Bidder Question	SANParks Response
	37. <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 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	37. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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. 38. <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 representation: Black People 50%, Black Women 30%; executive management: Black	38. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 materially affects the minimum shareholding, board composition and staffing commitments Bidders must	

	Bidder Question	SANParks Response
	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. 39. <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 27 above.	39. See previous answer to similar question under other concessions.

	Bidder Question	SANParks Response
	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.	
87.	Mutlumuvi Concession Cross-Document Contradictions and Inconsistencies	

	Bidder Question	SANParks Response
	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 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.	1. See the answer to similar question provided above for Jakkalsbessie Concession. Corresponding amendments to the I.M to reflect provision for 10% free-carry will be made.

	Bidder Question	SANParks Response
	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. 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	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”. 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

	Bidder Question	SANParks Response
	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 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	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) Update and clarification of drafting issues in the PPP Agreement to be addressed at negotiations with the preferred bidder. 4. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 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	5. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 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. <u>IM #8.7.7.2 (and PPP Agreement Schedule 3 #48.24.1.5) – Water Allocation Formula worked example</u> 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	6. 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. 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

	Bidder Question	SANParks Response
	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 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	occupancy and staff in order to maintain within the water allocation requirements. 8. The RFP.

	Bidder Question	SANParks Response
	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.	
88,	Mutlumuvi Concession PPP Agreement — Incomplete or Placeholder Provisions 9. <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 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.	9. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	10. <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. 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	10. See the answer to similar question provided above for Jakkalsbessie Concession. 11. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 (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	

	Bidder Question	SANParks Response
	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 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. <u>PPP Agreement cl 28 (SANParks Default)</u> 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.	12. See the answer to similar question provided above for Jakkalsbessie Concession.
	13. <u>PPP Agreement cl 27.1.6</u> 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.	13. See the answer to similar question provided above for Jakkalsbessie Concession.
	14. <u>PPP Agreement Schedule 19 (POPIA)</u> 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.	14. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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.	15. See the answer to similar question provided above for Jakkalsbessie Concession.
	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 Mutlumuvi, which is a lodge/tented-camp-based (not rail-based) concession.	16. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	Please confirm these references are drafting errors carried over from a different SANParks concession template and provide corrected schedule text. 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. 18. <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” as a percentage of staff and management, but neither document defines “Youth” or	17. See the answer to similar question provided above for Jakkalsbessie Concession. 18. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	“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 plus one electronic copy via link is sufficient, or whether an additional electronic copy (beyond the link) is also required.	19. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	20. <u>RFP #10.2 vs RFP #22.2 (Bid Timetable)</u> 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.	20. The site visit date is 12 August 2026
	21. <u>RFP #5.2 – “technical/operational partner</u> 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.	21. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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. 23. <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	22. See the answer to similar question provided above for Jakkalsbessie Concession. 23. See the answer to similar question provided above for Jakkalsbessie Concession and response to Question 45.

	Bidder Question	SANParks Response
	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 “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	

	Bidder Question	SANParks Response
	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 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.	

	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.	24. 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 25. <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).	25. See the answer to similar question provided above for Jakkalsbessie Concession.

	Bidder Question	SANParks Response
	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 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. 26. <u>RFP Annexure 3 (B-BBEE Project Scorecard) cl. 27.2 vs PPP Agreement Schedule 5 (B-BBEE Obligations) —</u>	

	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 (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	26. See the answer to similar question provided above for Jakkalsbessie Concession. 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
	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. 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.	

	Bidder Question	SANParks Response
	27. <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 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	28. See the answer to similar question provided above for other Concessions. 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
	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.	
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.

	Bidder Question	SANParks Response
		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.
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	Bidders are given a period of 3 years to achieve the Targets from the effective date of the PPP Agreement.

	Bidder Question	SANParks Response
	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) • 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	

	Bidder Question	SANParks Response
	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 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.	

	Bidder Question	SANParks Response
	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 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 refer to the responses provided in Question 15 and 24.

	Bidder Question	SANParks Response
	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 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?	

	Bidder Question	SANParks Response
	Please note the same clause in the 2024/2025 RFP, then clause 25.2 was worded differently and supported 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	

	Bidder Question	SANParks Response
	In the event that it is a requirement for a 10% free carry in our SPV to be placed by SANParks in an entity 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. 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. 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 specials,	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. The Gross Revenue is the net rate invoiced. 2. Yes it is the price charged to the guest.

	Bidder Question	SANParks Response
	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 Revenue	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
	is the full rate before deducting the commission (clause 17.2.1.2).	