



iSimangaliso
Wetland Park



**REQUEST FOR PROPOSALS
IN RESPECT OF TOURISM-RELATED ACTIVITIES IN THE
iSIMANGALISO WETLAND PARK**

iSIMANGALISO WETLAND PARK AUTHORITY
REQUEST FOR PROPOSALS FOR TOURISM ACTIVITIES ISSUED ON MARCH 2025

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GLOSSARY OF TERMS

Act	the World Heritage Convention Act, 1999 (Act No. 49 of 1999) and regulations issued under the Act;
Activity	the relevant Tourism opportunities, from amongst those set out in in the RFP and Annexure 1, which pertains to the concession to be awarded.
Bid	a Bid submitted in terms of this RFP;
Bidder	a person or persons or a special-purpose entity formed to represent individuals, groups of individuals or organisations who submit(s) a Bid in terms of this RFP;
DFFE	Department of Forestry, Fisheries and Environment
Ezemvelo	Ezemvelo KwaZulu Natal Wildlife established in terms of Section 20 of the KwaZulu-Natal Nature Conservation Management Act, 1997 (Act No. 9 of 1997) or its successor;
IMP	the Integrated Management Plan prepared in terms of the Act applicable to the Park;
iSimangaliso	the iSimangaliso Wetland Park Authority established by the Minister in terms of Government Notice 4477 dated 24 November 2000;
Licence	a licence/concession to operate the tourism activity issued by iSimangaliso;
Licence Agreement	The PPP contract/agreement to be entered into between the iSimangaliso and the Licensee in respect of the Activity;
PPP fee	The PPP fee/PPP fee payable by the Bidder;
Licensee	the successful concessionaire or Bidder with whom a Licence is issued;
Local community	a black person or persons usually resident in the uMkhanyakude or KwaMbonambi municipal areas;
Management Agreement	the Management Agreement entered into between Ezemvelo and the iSimangaliso in respect of Park management dated September 2001;
Minister	the Minister of Forestry Fisheries and Environment;
Official Bid Representative	the iSimangaliso Project Officer as contemplated in paragraph 43;

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PAA	the National Environment Management Act: Protected Areas Act, 2003 (Act No. 57 of 2003) including regulations issued under the PAA;
Park	the iSimangaliso Wetland Park established by the Minister in terms of Government Notice 4477 dated 24 November 2000 issued in terms of the Act (the extent of which as may be amended from time to time);
Park Rules	the rules contemplated in the RFP, as revised from time to time by the iSimangaliso relating to operational, managerial, environmental and tourism matters;
PFMA	the Public Finance Management Act, 1999 (Act No. 1 of 1999) including regulations issued under the PFMA; and
PPPFA	Preferential Procurement Policy Framework Act
RFP	this request for proposals.

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1. BACKGROUND INFORMATION

- 1.1. The iSimangaliso Wetland Park was proclaimed a World Heritage Site by regulation published in the Government Gazette under notice number 4477 on 24 November 2000. The Park stretches across open seas, reefs, beaches, forests, savannahs, lakes, rivers and mountains to include all the natural wonders that have drawn travellers and explorers to Africa for centuries. It is approximately **1,328,901** hectares in size. The Indian Ocean forms the eastern boundary of the Park, which extends from the Mozambican border in the north, to Maphelane in the south and includes the uMkhuze section in the west. The Park traverses approximately one-third of the KwaZulu-Natal coastline.
- 1.2. This Request for Proposals ("the RFP") is issued by iSimangaliso in accordance with the guidelines for Public Private Partnerships ("PPPs") contained in National Treasury's Tourism PPP Toolkit, and in compliance with Treasury Regulation 16 issued in terms of the Public Finance Management Act 1999.

2. LEGAL, REGULATORY & INSTITUTIONAL FRAMEWORK

- 2.1. The Park is under the control of the iSimangaliso Wetland Park Authority. The iSimangaliso reports to the Minister and is mandated to implement the policies and principles of the World Heritage Convention and the Act. The iSimangaliso is listed as a Schedule 3A Public Entity under the PFMA and is the protected area manager in terms of the Protected Areas Act (PAA).
- 2.2. The iSimangaliso entered into the Management Agreement with Ezemvelo which has been appointed the day-to-day conservation manager.
- 2.3. Other key legislation applicable to the Park includes the Marine Living Resources Act, 1998 (Act No. 18 of 1998) and National Environmental Management: Integrated Coastal Management Act, 2008 (Act No 24 of 2008).

3. INTEGRATED MANAGEMENT PLAN

- 3.1. The iSimangaliso manages the Park in accordance with an Integrated Management Plan (IMP). The IMP provides a framework for conservation, tourism and zonation of activities allowed in the Park.
- 3.2. Specific Park directives and rules are also issued from time to time by the iSimangaliso.

4. COMMERCIALISATION STRATEGY

- 4.1. In 2020, the iSimangaliso Commercialization Strategy was developed. iSimangaliso needed to be proactive and apply business-minded intervening tactics to become self-sufficient and stop depending on grants.

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- 4.2. The primary goals of the commercialization strategy is to increase Park revenue while addressing the equitable presentation and distribution of investment opportunities in tourism. In summary the main objectives of the commercialisation strategy include:
- Revenue generation for the institution.
 - Loss minimization or savings on existing operations.
 - Optimal utilization of under-performing assets.
 - Job creation.
 - Black Empowerment.
 - Infrastructure upgrades.
 - Tourism promotion.
- 4.3. By focusing on commercialization, iSimangaliso intends to move from being a grant-dependent entity to a self-sustainable organization, thereby reducing state funding dependency and enhancing revenue generation.
- 4.4. The designated tourism development envelopes identified in the commercialisation strategy follow the established zonation and stipulations which outlines the development criteria in the Park's several regions in terms of the Integrated Management Plan (IMP).
- 4.5. The deterioration of the eco-tourism facilities which were being run by Ezemvelo posed a significant risk to iSimangaliso .
- 4.6. The Public Private partnership path adopted by iSimangaliso will ensure the restoration and renovation of the ecotourism facilities to enhance their appeal to tourists. As a result, iSimangaliso is assured to generate revenue promptly upon concession.

5. VALUE FOR MONEY OBJECTIVES

- 5.1. Value-for-money is defined in terms of the Authority's mandate and the corporate strategy and is tailored to the specific characteristics of each project. The table below summarises the criteria used to determine value for money:
- 5.2. Value-for-money is defined in terms of the Authority's mandate and the corporate strategy and is tailored to the specific characteristics of each project. During the management of the PPP agreement, they are used to measure the success of the project.
- 5.3. The value for money objectives for the tourism activities are summarized in the table below:

Objective	Value for money
Protect, conserve, and present the Park	Application of environmental principles in operations Public access

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Objective	Value for money
	Maintain the world heritage status
Encourage job creation and ensure benefit flow to communities	BEE equity participation Optimal job creation (actual number of jobs to be created)
Promote and facilitate optimal tourism and related development in Park	Operational experience Tourism Promotion
Financial sustainability	Logical and achievable business plan Revenue generation

6. TRANSFORMATIONAL GOALS

- 6.1. One of the iSimangaliso's mandates is transformation which includes the delivery of benefits to communities living in and adjacent to the Park. This is an underlying principle in all the Licences it enters into. Detailed information pertaining to the B-BBEE requirements is set out in Annexure 1, Annexure 3 , Annexure 8 and Annexure 9.

7. THE PPP TOURISM ACTIVITIES OPPORTUNITIES

- 7.1. **The following four tourism activity concessions are being tendered under this RFP:**

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Area	Game Drive	Guided walks	Scuba Diving	Turtle tours vehicle	Fishing Charters
Eastern Shores/Western Shores	1				
Western Shores					
False Bay		1			
Sodwana				1	
Kosi Bay					
St Lucia					1
Total	1	1		1	1

- 7.2. For game drive vehicles bidders should indicate the number of vehicles they will be using.
- 7.3. Bidders are invited to apply for one or more of the opportunities referred to in above. Each Bid must take the form of a separate submission; i.e. if a Bidder submits a Bids for two opportunities, each bid must be a separate submission.
- 7.4. Conditional Bids will not be accepted. For example, if a Bidder submits a Bid for two game drives on the Eastern Shores, the iSimangaliso may award the Bidder one, both or neither Licence; if a Bidder submits a Bid for one game drive and one canoeing activity, the iSimangaliso may award the Bidder one, both or neither Licence.
- 7.5. The iSimangaliso may elect not to award more than one Licence for a particular activity to a single Bidder. For purposes of this paragraph the term “single Bidder” will be taken to include both direct and indirect participation.
- 7.6. The iSimangaliso may elect to withdraw one or more activities and not award Licenses for these.
- 7.7. Details of the Licence period, the PPP fee, minimum operational experience, BEE credentials, financial requirements and environmental parameters are provided in Annexures 1, 3 ,5 and 8.

8. BID PROCESS

- 8.1. After the RFP is issued, Bidders may raise questions of clarification in accordance with paragraph 15
- 8.2. Bidders who require clarification may request a bid-clarification meeting, in which case a date and a time therefore will be determined by the Official Bid Representative and the Bidder will be advised thereof.
- 8.3. may be requested to make an oral presentation of their Bids - in addition to their written submission – and the Official Bid Representative will facilitate these presentations with the technical committee. Bidders must be available on short notice for such presentations.
- 8.4. Bids will be evaluated according to the criteria set out in the evaluation section.
- 8.5. At any stage in the evaluation process, the iSimangaliso may call for any additional information. If such additional information is not provided by the Bidder within the time specified by the iSimangaliso, the Bid may be disqualified. Bidders must be prepared to provide information on short notice.

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- 8.6. The winning Bids will be announced after all the Bids have been assessed and evaluated. The iSimangaliso will countersign the Licence Agreement (with or without final amendment) and return it to the Bidder. Where a successful Bidder declines the award, the iSimangaliso will award the Bid to the next best Bid.
- 8.7. The bid submission from each Bidder must contain all the information necessary for the iSimangaliso to evaluate the PPP fee offer, Bidders's existing B-BBEE rating and Functionality capabilities of the Bidder. Bidders are required to submit two sealed envelopes in accordance with the directions below.
- 8.8. The first envelope shall be clearly marked "Functionality - original" on the outside and shall contain all the original non-financial and B-BBEE proposal of the Submission ("Functionality")
- 8.9. The second envelope shall be clearly marked "Bidder Existing B-BEE Rating and PPP Fee Offer" on the outside and will only be opened and evaluated if the minimum threshold for functionality is met.

9. EVALUATION CRITERIA

- 9.1. The three main elements of the bid and the two-Envelope system:
- 9.2. Bids will be evaluated on three main elements: Functionality, Bidder's proposed B-BBEE/Transformational commitments and the PPP Fee Offer.
- 9.3. **Envelope 1** is for Functionality and is opened first. Bidder must score at least 70% for Functionality (Please
- 9.4. **Envelope 2** contains the Bidder's proposed B-BBEE commitment, as well as the PPP Fee Offer and will only be opened and evaluated if the minimum threshold under Functionality is met.

10. SCORING FOR FUNCTIONALITY (ENVELOPE 1)

- 10.1. The functionality aspects of a bid will be scored out of 100 points. A Bidder must achieve 70% of the total Functionality points in order to pass. Functionality is made up of the elements and weights as outlined below:

Elements	Financing & Capital Plan	Business and Operational Plan	Environmental Proposal	Risk Matrix
Weight	30%	40%	20%	10%
Minimum Threshold	50%	50%	50%	50%

- 10.2. The following outlines the objective for each element which is to be read in conjunction with Annexure 8:
- 10.2.1. **Financing and Capital plan (30%)**
- 10.2.1.1. Bidder is expected to provide financing information in line with the requirements set out in Section 2 – Financing and Capital Plan.

10.2.1.2. The purpose of the Financing and Capital Plan is to assess the ability of the Bidder to secure adequate finance to implement the project and determine the capital investment proposed for the project. It will indicate how much capital will be needed, where it will come from (own capital, grants, loans) and the expected amount and terms (interest rate, repayment period, security) of any proposed loans, whether the necessary financing has been secured and appropriate proof. Furthermore, the Financing and Capital Plan assesses the financial feasibility of the proposed project, including **anticipated revenue and expenses of the project**.

10.2.2. **Business and Operational Plan (40%)**

10.2.2.1. The Bidder is expected to provide a business operational plan in line with the requirements set out in Section 3.

10.2.2.2. The purpose of the evaluation of the Business and Operations to ensure that Bidder has fully developed all business aspects of the proposed tourism project and is proposing credible schemes which are based on generally accepted business principles applicable to tourism projects, and which are in line with iSimangaliso's specifications given in this RFP.

10.2.3. **Environmental Considerations (20%)**

10.2.3.1. The iSimangaliso shall review environmental plans submitted by the Bidders regarding the chosen activity.

10.2.3.2. Bidders will identify key environmental issues in relation to the activity and provide explanation as to how each of them will be addressed during operations.

10.2.3.3. The bidder will list green practices used and to be implement.

10.2.3.4. Declaration of environmental track record must be submitted by the Bidder.

10.2.4. **Risk Matrix (10%)**

10.2.4.1. A Bidder must indicate the extent to which the bid complies with the risk allocation of the risk given in Section 5- Risk Matrix and Annexure 8 of this document with reference to the PPP Agreement.

11. **BIDDERS PROPOSED B-BBEE PROPOSAL AND PPP FEE OFFER (ENVELOPE 2)**

11.1. **If the Bidder meet the minimum threshold for Functionality, envelope 2 will be opened.**

11.2. The Preferential Procurement Policy Framework Act, 2000 (PPPFA) and PPPFA regulations, 2022 wherein will apply with an 80/20 split between the PPP Fee Offer and the Bidder's existing B-BBEE rating respectively.

11.3. The PPP Fee Offer and the Bidder's proposed B-BBEE proposal are scored out of a total 100 points.

11.4. The following table outlines the final score weightings:

PPP Offer	B-BBEE Existing rating
80%	20%

11.5. PPP OFFER

- 11.5.1. Under the Concession Agreement, the PPP fee income to iSimangaliso shall be, as outlined in annexure 4
- 11.5.2. The points for the PPP Fee Offer are calculated using the prescribed price formula in the regulations of the PPPFA. The maximum points will be awarded to the qualified Bidder that makes the highest PPP Fee Offer and the remaining points being allocated pro-rata to the remaining qualified Bidders. Bidders should be aware that a minimum PPP fee might be applied. If the minimum is not reached, the contract might not be awarded.

11.6. B-BBEE Proposal (20%)

- 11.6.1. The Bidder is expected to outline their B-BBEE plans as per requirements in Annexure 3 and Annexure 8
- 11.6.2. Bidders are to complete Annexure 9
- 11.6.3. The B-BBEE plans will be evaluated in terms of, shareholding; procurement; social responsibility; skills development; employment equity.

12. DISQUALIFICATION

- 12.1. A Bid may be disqualified, amongst other things, if the Bidder, any of its members, directors, partners, or shareholders:
- 12.1.1. has an unappealable judgement;
- 12.1.2. is in arrears in respect of any amounts owing to the iSimangaliso and they are no plans in place to pay;
- 12.1.3. has contravened any Park Rule, directive, existing contractual agreement, or environmental law in the last three years or has been convicted of any environmental or dishonesty-related offence;
- 12.1.4. has received any verbal warnings subsequently confirmed in writing or written warnings in respect of its conduct in the Park or any banning or eviction notices that have been upheld for a period of more than one month, or conviction for a wildlife or environmental crime or had a contract with the iSimangaliso terminated or cancelled for non-delivery;
- 12.1.5. is related to or associated with anyone who is on the boards of or employed by the iSimangaliso, Ezemvelo or Department of Forestry Fisheries and Environment (DFFE)
- 12.1.6. has been convicted of any offence under the Companies Act without the option of a fine, or of fraud or corruption;

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- 12.1.7. has, in the opinion of the iSimangaliso attempted to exercise influence during the Bid process;
- 12.1.8. has colluded or attempted to collude with other Bidders during the Bid process;
- 12.1.9. appears in the National Treasury Database of restricted Suppliers; or
- 12.1.10. is not registered on the CSD National Treasury database.
- 12.1.11. A Bid may be disqualified if the PPP Fee offer is ambiguous or if the Bid is conditional.
- 12.2. **A Bid shall be disqualified if:**
 - 12.2.1. this business or any other business of the Bidder is operated illegally or any of the members, shareholders, or directors cannot demonstrate validity of tenure for themselves or the business they operate (his includes unlawful occupation of land and non-compliance with EIA or other laws);
 - 12.2.2. the Bidder does not provide evidence of adequate public-liability insurance or documentary proof of application therefor.
 - 12.2.3. the Bidder does not provide evidence of registration with the body or institution mandated to control/regulate the activity which is the subject matter of the Activity, or documentary proof of application therefor, as well as registration with a relevant tourism body.

13. INCOMPLETE BIDS

- 13.1. **The following shall apply to incomplete bids:**
 - 13.1.1. The bid evaluation committee will check Envelope 1 of each bid to see whether all the documentation that this RFP requires has been submitted correctly.
 - 13.1.2. If the bid is not complete or something in it is not clear, the bid evaluation committee may but is not obliged to ask the Bidder for more information. Communication will be in writing. No substantial changes to the bid will be asked for or allowed, except when there is a clear mistake in the bid.
 - 13.1.3. iSimangaliso may but is not obliged to disqualify a bid that is not complete or requires clarification without a request for further information.
 - 13.1.4. iSimangaliso shall not be obliged to reimburse Bidders for any costs incurred during the preparation of Bid submissions, in the event of cancellation, disqualification, suspension, modification or delay of the tender.

14. SELECTION OF PREFERRED BIDDER

- 14.1. The Functionality score is used to qualify the Bidder. Only Bidder who met the minimum thresholds and achieved the 70% for Functionality are considered in the final stage where B-BBEE Proposal and the PPP fee offer will be the determining factor.
- 14.2. iSimangaliso shall calculate the scores of each bid to calculate an overall bid score.
- 14.3. The following outlines how the overall score (for all qualified Bidder) will be determined:

$$a*(B-BBEE\ score/100)+b*(PPP\ fee\ score/100)=c$$

a is the weighting for B-BBEE as outlined in terms of the Preferential Procurement Framework

b is the weighting for PPP fees as outlined in terms of the Preferential Procurement Framework

c is the Bidder's overall score

- 14.4. The Bidder that receives the highest overall bid score will be declared the preferred Bidder and the Bidder that receives the second highest overall bid score will be declared the reserve Bidder. Note: This depends on the number of activities being tendered. If more than one license is required, then the ranking from highest to lowest will apply.
- 14.5. Scores will be presented to the iSimangaliso Bid Adjudication Committee for review prior to CEO ratifying.

15. **BID RULES**

General

- 15.1. This RFP supersedes all other communications between the iSimangaliso and the Bidder.
- 15.2. The iSimangaliso reserves the right to change the timetable or otherwise amend, supplement or clarify this RFP at any time. The iSimangaliso may cancel the tender at any time without prior notice, for any reason whatsoever, and may disqualify any Bidder as provided for in this RFP. The iSimangaliso shall not incur any liability whatsoever in exercising any rights in terms of this RFP or the laws of the Republic of South Africa.
- 15.3. The iSimangaliso reserves the right to grant additional Licences/concessions for the same, similar or dissimilar activities at any stage at its sole discretion.
- 15.4. The iSimangaliso has the right to accept the Bid in whole, in part or not at all.
- 15.5. **The bid validity for this RFP is 120 days.**
- 15.6. This RFP is not intended to serve as the basis for an investment decision on the opportunities available, each bidder is expected to conduct independent due diligence and to obtain independent advice, as to whether to make necessary .

Applicable Legal Norms

- 15.7. The tender will be conducted in accordance with the terms of this RFP and the laws of the Republic of South Africa.

Correspondence & Communication - Official Bid Representative

- 15.8. All correspondence and any communication must be directed to the Official Bid Representative: via email to ppp@iSimangaliso.com Bidders are not permitted to correspond or communicate with any member of the project evaluation panel, any technical advisor or consultant to the iSimangaliso or board or staff member of the iSimangaliso in relation to this tender, unless prior written permission therefor has been obtained from the Official Bid Representative. Failure to adhere to this stipulation may lead to disqualification.
- 15.9. No verbal agreement or conversation with, nor any verbal clarification from any officer or employee of the iSimangaliso or any of its advisors shall affect or modify any of the terms and conditions contained in this RFP. Only written amendments, supplements or clarifications to this RFP by the Official Bid Representative may be relied upon as authorised.
- 15.10. Correspondence contemplated above may include questions by Bidders for clarification. Such questions and the responses thereto shall be circulated to all Bidders subject to the paragraph below.
- 15.11. In special circumstances, the Bidder may request that a question and the response thereto be treated confidentially. In such an instance, the iSimangaliso, in its sole discretion, may circulate the question and answer to that Bidder only or to all Bidders.
- 15.12. The onus is on the Bidder to ensure that correspondence is received by the iSimangaliso.

Acceptance of Terms & Conditions of the Tender

- 15.13. The submission of a Bid by a Bidder implies full knowledge and acceptance of all the terms and conditions set out in this RFP, and all other documents related to the RFP.

Expenses

- 15.14. Bidders are responsible for all costs, expenses and losses incurred by them in the preparation and submission of Bids or otherwise in connection with the tender. The iSimangaliso will not compensate Bidders for any such costs, expenses or losses, regardless of the outcome of the Bid.

Identity of Bidders

- 15.15. The Bidder's Bid must be accompanied by an affidavit stating that the Bid contents are true and correct and meet all the criteria in the RFP.

Bidder's Responsibilities

- 15.16. The Bidder is responsible for its own due diligence investigation in connection with the Activity and all matters relating to this RFP. Neither the iSimangaliso nor any of its officers, employees, agents or advisers makes any representation or warranty, express or implied, concerning any matter affecting the Activity, other than the representations and undertakings of the iSimangaliso set out in the Licence.

Application Fees & Bonds

- 15.17. This application is subject to a: signature of a Suretyship Agreement by the directors, members, shareholders/owners of the business in respect of the PPP fee in the form set out in Annexure 4.
- 15.18. In addition, successful Bidders will be required to lodge a deposit covering the operational phase of the Activity. The deposit will be equivalent to two months' PPP fees and may be drawn against or refunded (as the case may be) in accordance with the Licence. The Licence will not be issued and Licensee status will not be conferred until the deposit has been paid into the iSimangaliso's bank account.

Content and Submission of Bids

- 15.19. Bids and all related correspondence and documents must be in English.
- 15.20. Bidders must submit their bids in two sealed envelopes. The first envelope will include all documents required for evaluation on functionality and the second envelope will only include the B-BBEE and PPP fee.
- 15.21. In the first envelope the following shall apply. There shall be one original and three hard copies, and one electronic copy of the Bid must be submitted. The electronic copy for must be submitted on flash-drive.
- 15.22. Bids must be addressed to the Official Bid Representative, iSimangaliso Wetland Park Authority.
- 15.23. Bids must be submitted at the iSimangaliso's offices at the Dredger Harbour, St Lucia.
- 15.24. The closing date and time for Bids is as indicated in the table in paragraph 16.1
- 15.25. **The Bid submission must include the following which is to be put in envelope one :**
- 15.25.1. a cover page in the form set out in Annexure 2 ;
- 15.25.2. the Bidder information specified in Annexure 3 Section 1;
- 15.25.3. the business and operational plan referred to in Annexure 3 Section 2 and Annexure 8;
- 15.25.4. the environmental considerations referred to in Annexure 3 Section 3 and Annexure 8;
- 15.25.5. The Bid submission must include the following which is to be put in envelope one :
- 15.25.6. The Risk Matrix specified in Annexure 3
- 15.26. **The Bid submission must include the following which is to be put in envelope two :**
- 15.26.1. the PPP fee offer provided for in Annexure 3 Section 5 and Annexure 6;
- 15.26.2. The B-BBEE empowerment proposal specified in Annexure 3 Section 4 , Annexure 8 and Annexure 9;
- 15.26.3. a proforma PPP Agreement (Annexure 13) with all blank sections duly completed, each insertion and each page initialled, and the signature page properly signed and witnessed;
- 15.26.4. the signed form of suretyship set out in Annexure 4;

Publicity

- 15.27. The iSimangaliso may make announcements concerning the tender from time to time, at its discretion. The Bidder may not make any announcements without the prior written consent of the Official Bid Representative.

16. BID TIMETABLE

16.1. An indicative timetable for this Bid process is as follows:

Event	Date
Advertising and RFP issued	28 March 2025
Registration for Due Diligence/Clarification Meeting. RSVPs to be emailed to: ppp@isimangaliso.com	11 April 2025
Due Diligence/Clarification meeting referred to in the RFP	23 April 2025
Training/Workshop on compiling PPP Tender Documentation (attendance is optional via Microsoft Teams) .Bidders to RSVP via email ppp@isimangaliso.com	28 April 2025
Questions of clarification - closing date	16 May 2025
Feedback of Questions of clarification	23 May 2025
Bid submission closing date	30 June 2025

17. FUNDING FOR ACTIVITIES

17.1. A number of development finance institutions (DFIs) other financing institutions and support organisations can help private parties with financing tourism PPPs.

17.2. **Bidders requiring funding may privately approach the following institutions for funding purposes (List not exhaustive):**

- Development Bank of Southern Africa
- African Development Bank
- Commercial Banks
- Industrial Development Cooperation (IDC)
- The Small Enterprise Finance Agency (sefa)
- National Empowerment Fund (NEF)
- National Lottery Distribution Trust Fund
- Department Of Trade And Industry

- Khula Enterprise Finance

18. INFORMATION PACK FOR BIDDERS

18.1. Refer to the following annexures:

- 18.1.1. Annexure 1: Activity Information
- 18.1.2. Annexure 2: Cover Page
- 18.1.3. Annexure 3: Information required
- 18.1.4. Annexure 4: Form of Suretyship
- 18.1.5. Annexure 5: Declaration form
- 18.1.6. Annexure 6: PPP Fee
- 18.1.7. Annexure 7: Business and Financial Projections
- 18.1.8. Annexure 8: Evaluation Criteria
- 18.1.9. Annexure 9: MAP
- 18.1.10. Annexure 10: Activity Rules

Activity Details

1. Selected information about each Activity is as follows:

Activity	Description	(months)	Capital investment benchmark ^[1]	Capacity constraints				PPP fee (basic)	Minimum operational experience ^[4]
				No. of vehicles/ craft/ horses etc		Total pax ^[2]			
				Min per bidder	Max per bidder	min			
Fishing Charters ^[3]	Guided deep-sea fishing excursions in fully equipped vessels launching from St Lucia	60	R1 200 000	1	4	6		R5 000 pm	5 years
Game drives (open vehicle) ^[3]	Guided drives on public roads to Cape Vidal – day only	36	R500 000	1	8	12		R3 000 pm	3 years
Scuba diving ^[3]	Scuba diving at Sodwana Bay on approved reefs	60	R 1 200 000	1	2	10		R5 000 pm	5 years
Walking trails	Guided walking trails in the nature reserve on the False Bay during daylight hours	36	R5 000	n/a	n/a	4		R1 500 pm	3 years
Turtle Tours vehicles ^[6]	Sodwana Bay	60	R500 000	1	1	12		R12 000 pm	5 years

[1] The minimum of capital expenditure ("capex") to be invested by the Bidder. This capex benchmark is not "the amount that a Bidder intends to invest is at its discretion, the only stipulation being that it must be sufficient to provide a proper service.

[2] These minimums do not relate to the minimum number of passengers that must be carried at any one time; the minimums set out in the table are the minimum-capacity specification of the craft or vehicle acceptable to the iSimangaliso for purposes of this tender. "Pax" = number of passengers or patrons excluding guides and drivers/skippers.

[3] In addition the above Basic Fee In the case of multiple vehicles or craft, the Basic Fees is augmented as follows:

1 vehicle or craft	Basic Fee only
2 vehicles or craft	Basic Fee + 85% x Basic Fee

3 vehicles or craft	Basic Fee + 85% x Basic Fee + 75% x Basic Fee
4 vehicles or craft	Basic Fee + 85% x Basic Fee + 75% x Basic Fee + 50% x Basic Fee

[6] The turtle tours driving and walks activity is undertaken for 6 months i.e November to March. The PPP fees are hence payable for the months within the 6 months months period

COVER PAGE OF THE BID

Tick (✓) Appropriate Activity and Section. The greyed area denotes unavailability of the activity in the Particular section

NAME OF BIDDER:					
TYPE OF ACTIVITY					
Area	Game Drives	Scuba Diving	Guided walks/Trails	Turtle tours vehicle	Fishing Charters
Eastern Shores/Western Shores					
False Bay					
Sodwana					
St Lucia					
Indicate Number of Vehicles					

1. The Bid Submission must comprise a number of sections.
2. Each section must have a tabbed covering page clearly setting out the section number and the name of the section, eg *Section 1: Bidder Information*.
3. Labelled file dividers must be used to separate each of the sections.
4. The pages must be numbered.
5. The document must be appropriately bound.
6. The document must include a contents page with cross-references to the items in Sections 1 to 5 below, for example:

Description	Page Number	Reference to RFP
Name, address, telephone #	1	10.1

7. The cover of the Bid submission must comprise the document in Annexure 2.
8. All the information requested below must be provided: incomplete sections may be scored zero or the entire submission may be disqualified if information called for is not provided.
9. Do not include the RFP itself in the Bid submission.

Section 1: Bidder Information

10. Bidders must provide the following information in Section 1 of their Bid Submissions, labelled "Section 1: Bidder Information":
 - 10.1. name, address, and telephone and fax numbers of Bidder and trading name of Bidder if different from its registered name;
 - 10.2. the names of the directors, members or partners and their experience, areas of expertise and areas of responsibility in the Activity;
 - 10.3. if the Bidder is a partnership, close corporation or company:
 - 10.3.1. the place of registration or formation;

- 10.3.2. the registration number (if a company or close corporation);
- 10.3.3. a copy of the memorandum and articles of association or memorandum of incorporation (or equivalent constitutional documents);
- 10.3.4. a copy of the shareholders' or partnership agreement;
- 10.3.5. a summary of the direct shareholdings or owners giving the name of each shareholders/owner and the percentage holding or other beneficial interest or participation of each, for each class or category of interest;
- 10.4. a schematic diagram showing the equity and effective ownership and voting rights (if different from equity ownership), and non-equity sources of funding;
- 10.5. Bidders are required to submit their unique personal identification number (pin) issued by sars to enable the organ of state to verify the taxpayer's profile and tax status. application for tax compliance status (tcs) pin may be made via e-filing through the sars website www.sars.gov.za .
- 10.6. six months' bank statements of the Bidder and/or its shareholders (If these are voluminous, they may be submitted in electronic form – eg on a flash drive – *provided* that the bid documentation includes a monthly summary showing the opening, closing, highest, lowest and average daily bank balances);
- 10.7. a letter from the Bidder's bankers regarding the conduct of its account;
- 10.8. a statement of assets and liabilities of the shareholders and of any person signing surety, attested to by an independent professional and, if any shareholder or surety is a company, the most recent audited financial statements of that company;
- 10.9. the last two years' audited or professionally-certified annual financial statements of the Bidder;
- 10.10. The Bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <https://secure.csd.gov.za> / to obtain your vendor number.
- 10.11. the lease agreements or other legal documents relating to occupation of land and buildings for residential and business purposes.

Section 2: Business and operational plan

- 11. The Bidders must provide the undermentioned information in Section 2 of its Bid submission, labelled *Section 2: Business & Operational Plan*. Each of the items listed must be addressed in sufficient detail. It must be clearly demonstrated that the proposed business has been thought through, is logical, is congruent with the financial projections and is likely, on a balance of probabilities, to be commercially sustainable.

Business rationale & objectives -

- 11.1. articulate and explain the business rationale;
- 11.2. indicate the potential synergies or points of conflict with the Park's objectives.

General information about the business –

describe or explain:

- 11.3. whether this is an existing business or a new business;
- 11.4. the form of the business entity, i.e. sole proprietorship, partnership, close corporation or company;
- 11.5. the proposed staffing structure (number of people, positions, qualifications and years experience generally and extent of local knowledge);
- 11.6. the location of the business;
- 11.7. its basic infrastructure (offices, staffing, marketing);
- 11.8. the length of time the business has been operating (if existing);
- 11.9. number of years' experience of the parties who will be in active control of the operations. **Note: The minimum operating experience required per activity is set out in Annexure 1**
- 11.10. branding – existing (if any) and proposed;
- 11.11. if the Bidder is part of a larger group or company –
 - 11.11.1. particulars of the larger group or company; and
 - 11.11.2. its relationship to the Bidder.

Product concept and operating method -

describe or explain:

- 11.12. the Activity and its extent (eg number boats, number launches per day, number of tours, per day, number of guests per tour, seasonality if any, etc);
- 11.13. safety and emergency measures;

- 11.14. booking system;
- 11.15. type of equipment (whether new or existing) and whether it will be provided by the Bidder or the customer (ie patron or user);
- 11.16. number and type of staff per tour or trip;
- 11.17. other important features of the Activity;
- 11.18. relationship with other entities that will be involved in the marketing and operating of the business;
- 11.19. number and type of administrative/back-of-house staff;
- 11.20. enumeration of an expected "typical day of operation from beginning to end;
- 11.21. connection with the market analysis referred to below.

Documentation/certification -

provide copies (as applicable) of:

- 11.22. public-liability insurance certificates or policy;
- 11.23. COR and PDP certificates;
- 11.24. SAMSA certification;
- 11.25. skipper's tickets;
- 11.26. tour-guide accreditations;
- 11.27. proof of registrations with any relevant industry bodies.

Market analysis -

describe or explain:

- 11.28. extent of research/investigation undertaken (research or investigation may comprise the Bidder's experience where it operates a similar existing operation in the Park or elsewhere);
- 11.29. target markets identified (demographics, seasonality, source, etc);
- 11.30. quantified/estimated likely future demand in the target markets identified (eg domestic, foreign);

- 11.31. intended price list (benchmarked against current prices elsewhere, if any).

Financial viability -

- 11.32. Bidders must complete the template under Annexure 7 issued with this RFP
- 11.33. Bidders must provide copies of quotations in respect of proposed capital expenditure and/or original invoices in respect of existing capital expenditure together with a schedule showing original cost, date of purchase, rate of depreciation, accumulated depreciation, and net book value of each significant asset.

Section 3: Environmental Considerations

12. Bidders must provide the following information in Section 3 of their Bid Submissions labelled *Section 3: Environmental Considerations*:
- 12.1. the key environmental issues in relation to the Activity with an explanation as to how each of them will be addressed during operations;
- 12.2. a declaration in the form set out in Annexure 5 relating to any offences in the Park and where available copies of warning letters, J534s, and the like;
- 12.3. a statement of the Bidder's environmental track record, and any warnings, fines or the like that have been received regarding environmental infringements from any relevant authority; and
- 12.4. the Bidder's "green" practices, including efforts made by it to reduce its carbon and ecological footprint.

Section 4: Black Economic Empowerment

13. Bidders must provide the following in Section 4 of their Bid Submissions labelled *Section 4: Black Economic Empowerment*:
- 13.1. Bidders must provide the following
- Ownership -*
- 13.2. name of the BEE shareholder or partner and their percentage share in the business, with an indication of whether or not these owners are Local-community members and, if so, supporting documentation indicating place of residence;
- 13.3. other BEE shareholdings and equity interests or board positions not related to this Activity or business and level of involvement in these other businesses.

Strategic management & employment equity -

- 13.4. a diagram showing the organisational structure, the names, gender and designations of employees, and the levels of the positions in relation to each other;
- 13.5. a table showing existing jobs (including job title and number of incumbents) and proposed jobs and, which if any. The positions occupied by Local-community members must be clearly marked as such and names of staff members must be provided. At least 50% of front-of house (ie positions dealing with guests) must be Local-community posts.

Procurement –

- 13.6. particulars of the current (if existing business) and/or proposed percentage procurement spend (clearly describing the nature of the goods and services) on:
 - 13.6.1. BEE suppliers,; and
 - 13.6.2. Local-community suppliers.

Training & staff development -

- 13.7. a statement of the current (if existing business) and proposed training expenditure as a percentage of personnel costs;
- 13.8. details of the type of training that will be provided.

Corporate social responsibility -

- 13.9. enterprise development and corporate social investment (CSI) do not apply to small- and medium-sized enterprises. However, if these are activities which the Bidder proposes to engage in, they should be listed. In the case of other enterprises, the activities must be listed, together with a description of the Activity as well as the proposed expenditure relating to it.

Section 5: The PPP Fee Offer (To be put in Envelope 2)

- 14. The Bidder must offer a monthly PPP fee, of not less than the minimum PPP fee see (see Annexure 1). This PPP fee will escalate annually by CPI or 8,0% per annum whichever is higher. The PPP fee will be payable monthly in advance to the iSimangaliso on the first day of each month by way of a bank stop order.
- 15. The PPP fee offered (0 above) must:
 - 15.1. be an amount equal to or greater than the applicable minimum PPP fee in Annexure 1;

- 15.2. coincide with that provided for in the financial projections referred to by the Bidder.

**iSIMANGALISO WETLAND PARK AUTHORITY
REQUEST FOR PROPOSALS FOR ACTIVITIES ISSUED**

**ANNEXURE 4
FORM OF SURETYSHIP**

I/We,

.....

(Identity Number/s:.....)

do hereby interpose and bind myself/ourselves unto and on behalf of -

THE iSIMANGALISO WETLAND PARK AUTHORITY

its Successors-in-Title and Assigns (hereinafter referred to as "the Creditor") as surety for and co-principal debtor *in solidum* with

.....(PROPRIETARY) LIMITED/CLOSE CORPORATION

(Registration Number: _____)

("the Debtor")

for the payment to the Creditor of all sums of money which the Debtor may now and from time to time hereafter owe or be indebted to the Creditor.

It is agreed and declared that all admissions and acknowledgements of indebtedness by the Debtor shall be binding on the Debtor; that the Creditor shall be at liberty, without affecting the rights of the Creditor hereunder, to release securities and to give time to or compound or make any other arrangements with the Debtor or others without reference to or consent from me/us, and that in the event of liquidation, judicial management, arrangement or compromise, no such liquidation, judicial management, arrangement or compromise and no dividends or payments which the Creditor may receive from the Debtor or anyone else including myself/ourselves shall prejudice the rights of the Creditor to recover from me/us to the full extent of this Suretyship any sum which after the receipt of such dividends or payments may remain owing by the Debtor.

In the event of any liquidation or judicial management of the Debtor, I/we bind myself/ourselves not to file any claim against the Debtor in competition with the Creditor. Further, in the event of any arrangement or compromise by the Debtor, whether in terms of company law, insolvency law or under common law, I/we also undertake not to file any claim against the Debtor in competition with the Creditor.

And I/we, on behalf of the Debtor, hereby renounce the benefit of the legal exceptions "*ordinis seu excussionis et divisionis*", "*non cause debiti*", "*non numeratae pecuniae*" and revision of accounts, with the force and effect of which I/we acknowledge that I/we are fully acquainted and I/we agree and declare that this Suretyship is to be in addition to and without prejudice to any other suretyship and security now held or hereafter to be held by the Creditor, and that it shall remain in force as a continuing security notwithstanding any partial or intermediate settlement of account, and notwithstanding death or legal disability.

And I/we hereby agree that notwithstanding any part payment by me or on my behalf, I/we shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Debtor or against any other surety for the Debtor in respect thereof unless and until the indebtedness of the Debtor to the Creditor shall have been discharged in full.

And I/we choose the *domicilium citandi et executandi* for all purposes herein at:

.....

and all notices required to be given to it in terms hereof shall be considered duly given if posted by registered post to the said address.

ANNEXURE 4

FORM OF SURETYSHIP

SIGNED AT ON DAY OF 2025

1. _____

2. _____

I /We, the undersigned _____

Delete the statement which does not apply:

hereby declare we have not committed any offence in the Park or been issued with any notices alleging a breach of any Park Rules or environmental legislation;

alternatively

we have committed the following offences and have breached the following Park Rules:

- 1.
- 2.
- 3.
- 4.

THUS DONE AND SIGNED AT _____ on this _____ day of
_____ in the presence of the attesting witnesses.

WITNESSES

1. _____

2. _____

IMPORTANT NOTE TO BIDDER/BIDDERS

1. Information on the PPP fee Offer must be contained in **Envelope 2** and is not to be submitted in Envelope 1 (with the functionality and B-BBEE proposals).
2. Bidders must present the PPP Offer in the form of a letter on the Bidder's letterhead as follows:
inserting the Bidder's name and the fees offered as indicated:
3. **Bidders must note the minimum PPP as per Annexure 1**

FORM OF LETTER

To: iSimangaliso Wetland Park Authority

[Name of Bidder] hereby commits to pay to iSimangaliso the bid amount of R _____ per month. The proposed PPP fee will increase by CPI or 8% per annum whichever is higher.

[Name of Bidder] hereby warrants that the committed Licence Offer shall be included in the PPP agreement, if accepted by iSimangaliso.

The person signing below is duly authorised representative of the Bidder with full power and authority to submit the Licence Offer and commit the Bidder to its terms and conditions.

Signed: _____

Name: _____

Date: _____

REQUEST FOR PROPOSALS FOR ACTIVITIES ISSUED

BUSINESS & FINANCIAL PROJECTIONS

1. BIDDERS MUST COMPLETE THE FOLLOWING TABLE .ALL AREAS SHADED IN YELLOW MUST BE COMPLETED.

START UP & ESTABLISHMENT											
Temporary or permanent structures											
Motor Vehicle			Proposed Fees								
Boat, craft or hot-air balloon							Duration of Licence				
Other vehicles											
Operating equipment -			OPERATIONS:			Month	Year				
Office equipment			Expected start date								
other equipment & consumables											
Licences & permits											
Pre-opening expenses			EXPECTED VOLUME OF BUSINESS -								
Contingency			Trips, trails, rides, launches, etc pm				Total patrons pm				
TOTAL CAPITAL COSTS			1st Year	2nd Year	3rd & sub-sequent Years		Avg pax/trip	1st Year	2nd Year	3rd & Sub-sequent Years	
PROPOSED FINANCING :		Nov									
Owners' capital		Dec									
Loan		Jan									
		Feb									
		Mar									
CAPITAL & LOANS -		Apr									
Capital required:		May									

iSIMANGALISO WETLAND PARK AUTHORITY

ANNEXURE 7

REQUEST FOR PROPOSALS FOR ACTIVITIES ISSUED

BUSINESS & FINANCIAL PROJECTIONS

capital costs		Jun								
working capital		Jul								
TOTAL CAPITAL REQUIRED		Aug								
		Sep								
		Oct								
PROJECTED AVERAGE PRICE -										
Expected average price charged (yearly average per-pax gross revenue per excursion)										
OPERATING COSTS & EXPENSES -										
Expected avg monthly operating costs, per month										
fuel & consumables			Sales & other commissions							
salaries & wages			Depreciation:		years	%				
insurance			ff&e							
repairs & maintenance			boats/craft							
all other operating costs			vehicles							

The following Evaluation criteria shall apply. Bidders should read this in conjunction with Annexure 3 and the Annexure with Activity rules all documented evidence must be provided accordingly:

1. FINANCING AND CAPITAL PLAN

1.1. The Finance and Capital Plan comprises 30% of the Functionality Score. The following must be

- 1.1.1. A recent auditor's report confirming that all the members of the Bidder are solvent and liquid; Bidder does not produce audited or independently reviewed financial statements, it must produce a certified statement of assets (by auditors) **(weighting 15%)**;
- 1.1.2. Indicate how much capital will be needed, where it will come from (own capital, grants, loans) and the expected amount and terms (interest rate, repayment period, security) of any proposed loans. The Bidder is required to submit confirmation of funding that corresponds to the capital outlay and working capital required. This could be in the form of a letter from the bank/ funder either confirming availability of funds or willingness to fund the project **(weighting 15%)**.
- 1.1.3. Indicate a list of items that will make up capital investment and the cost of each item **(weighting 10%)**.
- 1.1.4. Complete the table in Annexure 7 and in addition submit projected cashflow for the duration of the activity (The cashflow show be linked to information provided in **Annexure 7 (weighting 20%)**)
- 1.1.5. Based on the cash – flow forecast, indicate the viability of the model with particular reference to the areas below **(weighting 20%)**;
 - 1.1.5.1. Turnovers;
 - 1.1.5.2. Gross and operating margins; and
 - 1.1.5.3. Fixed, variable and semi variable costs
 - 1.1.5.4. An income statement (net of VAT) forecasted for the proposed term of the activity. This may be in a spreadsheet format of the Bidder's choice **(weighting 20%)**.

2. THE BUSINESS AND OPERATIONAL PLAN comprises of 40% of the Functionality score.

- 2.1. Bidders should provide the following information, with back-up evidence **(Also refer to Annexure 3)**
 - 2.1.1. Bidders operating experience in the Activity being bid for **(weighting 20%)**
 - 2.1.2. Number of operating experience **(weighting 10%)**

- 2.1.3. Registration with relevant bodies and submission of all documents required as per Annexure 3 **(weighting 10%)**
- 2.1.4. Number of staff employed Outline the qualifications and expertise of the current employees – relevant CVs to be submitted **(weighting 10%)**
- 2.1.5. a table showing existing jobs (including job title and number of incumbents) and proposed jobs to be created and, which if any will be reserved for local community members. The positions occupied by Local-community members must be clearly marked as such and names of staff members must be provided. Note: At least 50% of front-of house (ie positions dealing with guests) must be Local-community posts **(weighting 10%)**
- 2.1.6. Outline the Product concept and operating method. By describe or explain: the Activity and its extent (eg number boats, number launches per day, number of tours, per day, number of guests per tour, seasonality if any, etc); safety and emergency measures; booking system; type of equipment (whether new or existing) and whether it will be provided by the Bidder or the customer (ie patron or user); number and type of staff per tour or trip **(weighting 10%)**
- 2.1.7. **Procurement** – particulars of the current (if existing business) and/or proposed percentage procurement spend (clearly describing the nature of the goods and services) on: B-BEE suppliers, and Local-community suppliers **(weighting 10%)**
- 2.1.8. Market analysis -describe or explain extent of research/investigation undertaken (research or investigation may comprise the Bidder's experience where it operates a similar existing operation in the Park or elsewhere); target markets identified (demographics, seasonality, source, etc);quantified/estimated likely future demand in the target markets identified (eg domestic, foreign);intended price list -benchmarked against current prices elsewhere, if any **(weighting 20%)**

3. ENVIRONMENTAL PROPOSAL comprises of 20% of the Functionality score

3.1. The Environmental Plan comprises of 15% of the Functionality score The following will be evaluated:

- 3.1.1. Bidders must provide the following information as per Annexure 3 Section 3 of their Bid Submissions labelled Section 3: Environmental Considerations:
- 3.1.2. the key environmental issues in relation to the Activity with an explanation as to how each of them will be addressed during operations; **(weighting 30%)**
- 3.1.3. a declaration in the form set out in Annexure 5 relating to any offences in the Park and where available copies of warning letters, J534s, and the like**(weighting 10%)**
- 3.1.4. Describe the awareness programmes that will be implemented to educate both staff and guests on Environmental related issues **(weighting 20%)**.
- 3.1.5. the Bidder's "green" practices, including efforts made by it to reduce its carbon and ecological footprint **(weighting 20%)**

4. **RISK MATRIX.** The Risk Matrix (outlining risk share between the Bidder and iSimangaliso) comprises of **10% of the Functionality score.**

4.1. Risk table to be completed by the bidder in terms of risk allocation (Tick the appropriate box). the wording of the risk must not be changed). **The bidder must populate the following columns for each risk.** In the case where the risk is shared, bidder must indicate percent split between parties.

Type of Risk	Mitigation Measures	Allocated risk to iSimangaliso	Allocated risk to Operator	Allocated risk Shared
Site availability -The possibility that the service provided by the Private Parties does not meet the output specifications				
Environmental Compliance -Liability for losses caused by environmental issues				
Financing - Required capital for capex and opex may not be raised / secured; loans repayments might be difficult; tax obligations				
Force Majeure - The possibility that the occurrence of unexpected events beyond the control either parties effect the operation of the project				
Political -Unforeseeable conduct by any government institution may adversely affect the project				
Business Risk - insolvency, liquidation; change of ownership; lack of demand				
Third Party claims -The Risk of injury or death due to the guests participation				

Type of Risk	Mitigation Measures	Allocated risk to iSiman- galiso	Allocated risk to Oper- ator	Allocated risk Shared
in the activity				

B-BBEE/SPECIFIC GOALS OBLIGATIONS

1. BBBEE and Social Transformation Objectives

- 1.1. In line **with** the legislation, policy framework and the transformation objectives of iSimangaliso, has developed the B-BBEE project scorecard which will be the basis for evaluation and allocation for bidders' commitments for the identified specific goals for the project.
- 1.2. The identified specific goals seek to achieve the following:
 - 1.2.1. Address the economic imbalances within the Tourism Industry
 - 1.2.2. increasing the number of historically disadvantaged people that manage, own and control enterprises and productive assets;
 - 1.2.3. provide meaningful economic opportunities for the historically disadvantaged people or businesses.
 - 1.2.4. Address limited procurement opportunities for SMMEs due to lack of partnerships and collaboration between stakeholders.
- 1.3. **These commitments will become binding in the PPP Agreement and Bidders will have an obligation to comply with the Bid Offer Compliance Targets for the duration of the PPP Agreement and will be required to demonstrate compliance in accordance with the monitoring and reporting obligations.**

1.4. B-BBEE and Socio-Economic Transformation Requirements

- 1.4.1. Bidders, as part of Bid submission are required to prepare and provide a B-BBEE and socio-economic transformation proposal and/or commitment for achievement of the objectives identified in the B-BBEE Project Scorecard. Bidders are required to indicate their commitments in the "Bid Offer Compliance Target" column in the B- BBEE Project Scorecard as part of the Bidders B-BBEE and socio-economic transformation proposal.
- 1.4.2. In evaluating the Bids, the PPPFA 80/10 system will be applied, where 80 points will be allocated for Bidders Financial Proposal and 20 points will be allocated for Bidders' compliance with the iSimangaliso Transformational Project Scorecard.
- 1.4.3. Bidders will be evaluated based on their B-BBEE and socio-economic transformation proposal provided.
- 1.4.4. Bidder B-BEE and socio-economic transformation proposal must demonstrate how the Bid Offer Compliance Targets will be met in line with the timelines stipulated herein below.
- 1.4.5. All BEE components of the bids will be scored out of 100 points, and bidders must score at least 65 points to be considered by iSimangaliso.
- 1.4.6. Bidders should be required to score themselves (Refer to Annexure 9) in their bid submissions and provide appropriate substantiation of, or commitment to meeting, their proposed scores

B-BBEE PROPOSAL/COMMITMENTS

The specific goals allocated points in terms of this RFP	Description	Targets	Points	Bidder Proposal/ Target (To be completed by the Bidder)
Black Ownership	Percentage share of exercisable voting rights and economic benefit as reflected by direct shareholding by Black People in the Private Party, to which Black People are entitled.	51%	4	
Employment Equity	Local Black People as a percentage of total staff	60%	4	
Training and skills Development	Expenditure on training and skills development for local black staff	3% of Payroll	4	
Preferential Procurement	B-BBEE Procurement Spend from Spend from all local community Empowering Suppliers that are Qualifying Small Enterprises or Micro Enterprises. Based on the applicable BBBEE Procurement Recognition Levels based on the B-BBEE Procurement Recognition Levels 1 and 2 as a percentage of Total Measured Procurement Spend	50%	4	
Local Community Development	Annual value of Contributions to local community development initiatives made by the measured entity as a percentage of the target	5% of NPAT	4	

GUIDED WALKS & WALKING TRAILS	
1. Activity concept	Travel by foot to indicated viewpoint or node for day trails (ie trails are between sunrise and sunset).
2. Area of operation	On designated routes in the False Bay section of the Park
3. Infrastructure & facilities	None permitted.
4. Access	- Guests and staff enter the Park from designated points - Free entry through the Bhangazi gate is permitted for vehicles entering the Park for emergency purposes, eg to attend to ill or injured guests or staff.
5. Key environmental issues	<u>General concerns:</u> - Alignment and marking routes and trails. - Impacts associated with the establishment and use of trails such as damage to vegetation, disturbance of animals and visitors, poaching of animals, illegal harvesting of plant material, littering, pollution of water bodies and soil, and noise - Disturbance of animals, particularly during breeding season. <u>Pollution:</u> - of surface and ground water from soaps used for bathing and washing of cookware, and from sewage disposed of in or close to water bodies; - due to the disposal of solid waste, including littering along the trail or at the camps or stop-off points. - The potential for wild animals to become used to human presence and/or associate humans with food and either become scavengers and/or dangerous to humans. - Impinging on the Park's "sense of place" by means of noise, the visual presence of infrastructure, flashlights, lighting, fires, evidence of waste, and vegetation disturbance. <u>Additional hiking-specific concerns:</u> - Damage to indigenous, rare or endemic flora along hiking routes as a result of the cutting of trails or foot traffic. - Collection and removal of animal, plant and heritage resource material by hikers. - The erosion of substrate due to wind and water action or steep gradients in areas where vegetation cover has been removed for trails, or due to continual disturbance caused by foot traffic. - The introduction and/or spread of alien invasive plant to disturbed areas and corridors by hikers acting as agents for seed dispersal. - Damage to natural and cultural heritage resources (if present) when trails are established.

GUIDED WALKS & WALKING TRAILS	
	• Potential for hiking trails to conflict with other activities along or in the vicinity of trails. • Safety risks to hikers due to presence of potentially dangerous animals such as hippo, crocodile, buffalo, leopard, elephant and venomous snakes in certain areas of the Park. • Uncontrolled fires as a result of hikers making fires in non-designated areas, or not putting their fires out fully, with the potential of burning and damaging indigenous vegetation. Fires may also damage Park infrastructure and destroy forests.
6. Licensee Operating rules	<u>Marking of trails:</u> • The Licensee may be required, at the discretion of the Authority, to mow hiking trails and maintain the signage on these trails. Mowing shall be undertaken in accordance with the Authority's specifications. • The Licensee shall monitor the trails for colonisation by invasive alien plant species. Alien plants must be removed according to a programme of eradication approved in writing by the Authority. • Signs that are replaced must conform with the brand manual and specification of the Authority. The Authority reserves the right to require the Licensee to procure signs from it or its approved service provider. • If there is a requirement for environmental reasons to realign existing trails the Licensee shall submit a motivation in writing to the Authority setting out the reasons for the realignment and a proposal for the new alignment. The alignment of all trails is to be sympathetic to the topography. Straight lines are to be avoided – a winding trail is preferable. Where the realignment includes the crossing of rivers is to be handled in an approved environmentally friendly manner. All realignment shall be subject to the provisions of environmental laws. The Authority shall prescribe any terms and conditions in respect of the physical establishment of the realignment. <u>Hikes:</u> • The Licensee and its staff shall, at all times during the conduct of the activity, comport themselves in professional, sober and tourist-friendly manner and not indulge in any action or behaviour which could discredit either the Park or the class of activity in question. • Groups must hike in single file on approved routes. The Licensee shall not permit its guests to hike off the designated routes except in case of emergency. • Hikers must wear suitable clothing ie neutral colours and appropriate footwear. • The Licensee shall Park vehicles at designated parking areas only. • The Licensee shall prior to entering the Park brief its guests with regard to: • Park rules • Safety procedures • the iSimangaliso Wetland Park World Heritage site • The Licensee shall not permit its guests or staff to: • bathe or swim in lakes, rivers or pans • make fires. <u>Disturbance of environment:</u> • The Licensee's activities must be so organised as to prevent interruption to animal movement as far as possible. • Staff and visitors must be cautioned against the feeding of animals or any other act which could result in habituation of animals. • The Licensee, its guests and staff shall:

GUIDED WALKS & WALKING TRAILS	
	• as far as possible maintain a safe distance from all animals; • not interfere with any scientific markers, Park equipment or infrastructure; • not dispose of any waste in the Park (All waste shall be removed and disposed of off- site at an approved landfill site); • not walk off designated routes, take short cuts or widen the paths; • not interact with animals; • not collect firewood; • not remove any flora or fauna from the Park whether alive or dead; • not in any other way detract from or impinge upon the Park's "sense of place". Nuisance caused by baboons & other animals: • The feeding of any animals, including baboons, monkeys, fish and birds is prohibited. Waste: • Before the commencement of each trail, the guide must entreat hikers not to dispose of any debris other than in the garbage-disposal bag or other receptacle at the start/end point of the trail. • The Licensee may not dispose of any waste or debris by burning or burying. • The Licensee may be required to supply and service scavenger-proof waste bins at the start/end point of the trail. The bins must be emptied at least daily, and the waste removed to an approved location. The design of the bins must be approved by the Authority to ensure these are consistent with the Park brand. The Authority reserves the right to compel the Licensee to procure the bins from it or its approved service provider. The Authority shall provide conditions for installation of bins. Guest safety: • The Licensee shall take shall take all possible precautions to avert or minimise the risk to hikers: • due to the presence of potentially dangerous animals such as hippo, crocodile, buffalo, leopard, elephant and venomous snakes in certain areas of the Park; and • from vehicles, where motorists use the same routes. • The Licensee shall lodge a detailed rescue, emergency and safety plan prior to the commencement of operations. Other: • The Licensee may only deploy or secure the services of qualified trail guides who: • have at least 2 years" appropriate experience; • are accredited by Theta and Fedhasa; • have the relevant firearms licences in terms of the Firearms Act; • have an appropriate first aid certificate. • The Licensee must comply with the Occupational Health & Safety Act. • All of the Licensee's guests and staff must sign the Authority's standard Form of Indemnity prior.

GUIDED WALKS & WALKING TRAILS	
	• The Licensee must at all times maintain all its equipment in a safe and good working order. • The Licensee must at all times have current valid CORs and PDPs for all vehicles used to transport guests, visitors and staff. • The Licensee may not permit children under 12 years of age to participate in hikes or walks in dangerous-game areas. • The Licensee, its guests and staff shall: • as far as possible maintain a safe distance from all animals; • not interfere with any scientific markers, park equipment or infrastructure; • not dispose of any waste in the Park (All waste shall be removed and disposed of off- site at an approved landfill site.); • not walk off designated routes, take short cuts or widen the paths; • not interact with animals; • not collect firewood; • not remove any flora or fauna from the Park whether alive or dead; • not in any other way detract from or impinge upon the Park's "sense of pace". • Surface-erosion-protection measures shall be taken by the Licensee on all soil types with the prior written approval of the Authority where slopes are steeper than 1:8. • The Licensee may be required to vegetate areas susceptible to erosion. • The Licensee shall take all possible precautions to avert or minimise the risk to guest safety: • due to the presence of potentially dangerous animals such as hippo, crocodile, buffalo, leopard, elephant and venomous snakes in certain areas of the Park; and • from other users of the routes eg horses, bicycles
7. Equipment requirements	• The following equipment must be carried: ○ a communication system; ○ a first-aid kit.
8. Times of operation	Trails may only take place during daylight hours.
9. Carrying capacity & staff-to-visitor ratio	2:12 in nature park

GUIDED WALKS & WALKING TRAILS	
10. Other operational parameters	• An EMP covering the establishment, operation and decommissioning of the activity shall be submitted by the Licensee to the Authority for its approval. • Hiking trails may be closed by or under the Authority's approval at the sole discretion of the Authority for <i>inter alia</i> conservation-related activity or environmental reasons, the seasonal presence of breeding or nesting sites, cultural events/ceremonies, special events, problem animals, maintenance or any other essential management functions deemed to pose a risk to hiker safety or the well-being of the environment. • A hiking trail may be closed, at the sole discretion of the Authority, for rehabilitation purposes if, in the Authority's opinion, there is evidence that the activity is or has created an adverse impact on the environment above an acceptable level.
11. Compliance events	• The Licensee shall submit the following for the Authority's approval prior to the commencement of operations: ○ EMP; ○ a safety and rescue plan; ○ samples of proposed marketing collateral; ○ all names and identification numbers of staff requiring access to the Park; • a sample of staff cards issued to its staff

FISHING CHARTERS	
1. Activity concept	Offshore
2. Area of operation	The ocean, sandy beaches and rocky areas along the coastline, except insanctuary zones. (refer zonation map for no-take, tag and release zones)
3. Infrastructure & facilities	Boats and other equipment must be stored outside the Park. The Licencee may be required, at the sole discretion of the Authority, to store boats and equipment in the Park at Park facilities.
4. Access	Through an approved Park gate from an approved beach launch site.
5. Key environmental issues	<u>General concerns:</u> - Disturbance of marine animals, particularly during breeding season. - The potential for wild animals to become used to human presence and/or associate humans with food and either become scavengers and/or dangerous to humans. - Impinging on the Park's "sense of place" by means of noise, the visual presence of infrastructure, flashlights, lighting, fires, evidence of waste, fishing detritus, and vegetation disturbance. <u>Charter-fishing-specific concerns:</u> - The potential for fish and marine invertebrate stocks to be over-exploited. - The introduction of foreign plant or animal species from other water bodies via boats and boating equipment. - Damage to habitat due to erosion of banks and channels, compaction of banks, retardation of drainage lines, and trampling of vegetation, especially in areas is used for breeding or which have low regenerative characteristics. - Damage to coral. - Collection and removal of animal, plant and heritage resource material by visitors. - Damage to natural and cultural heritage resources. - Potential for angling to conflict with other marine activities. - The risk to visitor safety due to presence of potentially dangerous animals such as sharks. - Risk to visitors from high winds and/or seas making mooring, launching and boating generally difficult and potentially dangerous. - Disturbance of turtles and other wildlife by approaching too close. - Water pollution from boat fuels, domestic sewage and waste. - Littering, including bait, fish remnants, packaging and tackle. Risk of injury to other visitors, and injury and death to animals, especially birds, and damage to boat engines from discarded tackle including hooks, sinkers, fishing line, plastic packets and other detritus.'

FISHING CHARTERS	
6. Licensee operating rules	<u>Establishment & maintenance of jetties & launch sites:</u> - Proposed fishing-trip routes must be approved by the Authority. - The Licensee shall ensure that: - launching takes place only from authorised launch sites - it is in possession of the appropriate permit for launches that take place in a restricted zone - all visitors are in possession of valid fishing licenses. <u>Permits:</u> - The Licensee: - must possess a Certificate of Competence issued by an authorised agent - ensure that any vessel it operates is SAMSA-certified - comply with the relevant safety equipment requirements of the South African Deep Sea Angling Association applicable to its category of vessel - The Licensee must ensure compliance with: - the permit conditions generally - the relevant legislation including the Marine Living Resources Act of 1998 (Act 18 of 1998) and the General Sea Shores Act - all other aspects of the MLRA 12/98 regarding subsistence fishing, nets bait collecting, specimen collecting, selling of fish etc - the zonation specified in the Integrated Management Plan of the Park <u>Fishing & fishing trips generally:</u> - No trip may be undertaken on water in unless the vessel in question is under the control of a skipper in possession of a valid, recognised skipper's licence. - The Licensee and its staff must have extensive knowledge of the local area and its wildlife. - Children must be accompanied by adults at all time. - Vessels may not traverse sanctuary areas. - Deep-sea catches are restricted to pelagic game fish only – no bottom fish may be caught. - Bill-fishing must be practiced on a tag-and-release basis. - All anglers are subject to fishing-permit restrictions regarding to bag limits, sizes, etc. - The following are prohibited: - the catching of bait organisms, crabs, crayfish and octopus - the use of steel traces - the catching of sharks. - Boats undertaking trips must adhere strictly to the specified speed limits, and in any case, reduce speed to a level that prevents excessive wave action in narrow channels, on rivers and near shorelines. - Visitors may not be transported in boats on Park roads. The Licensee may transport visitors onto the beach and drop visitors off in an appropriate place near the launch site. - The Licensee and its staff shall, at all times during the conduct of the activity, comport themselves in professional, sober and tourist-friendly manner and not indulge in any action or behaviour which could discredit either the Park or the class of activity in question.

FISHING CHARTERS	
	Behaviour at sightings: • When turtles, whales, dolphins are sighted the vessel must move away and not approach. Visitor safety: • Before every tour commences, the skipper must inform all visitors about: - o the presence and dangers of large animals such as whales and whale sharks and what to do if they are encountered - o fish-breeding areas, and how to behave so as not to disturb these fish - o what to do in the event of someone falling off the vessel or the occurrence of any other accident or incident that threatens the safety of passengers. • The Licensee must obtain the Authority's written approval of its detailed rescue, emergency and safety plan prior to the commencement of operations. • Every boat shall be equipped with an adequate supply of properly-functioning life buoys or other flotation devices before it embarks on any passenger-carrying trip. Disturbance of environment: • The Licensee's activities must be so organised as to prevent interruption to animal movement as far as possible. • Staff and visitors must be cautioned against the feeding of animals or any other act which could result in animals associating humans with the source of food. The Licensee, its guests and staff shall: - o not interfere with any scientific markers, park equipment or infrastructure; - o not dispose of any waste in the Park (All waste shall be removed and disposed of off-site at an approved landfill site.); - o not travel off designated routes or outside of designated areas; - o not interact with animals; - o not collect firewood; - o not remove any flora or fauna from the Park whether alive or dead; - o not in any other way detract from or impinge upon the Park's "sense of place". Waste: • Before the commencement of each trip, the skipper must entreat visitors not to dispose of any debris other than in the garbage-disposal receptacle especially provided for this purpose. • The Licensee may be required to supply and service scavenger-proof waste bins at the jetty or launch site from which the trips depart. The bins must be emptied at least daily, and the waste removed to an approved location. Nuisance caused by baboons & other animals: • The feeding of any animals, including baboons, monkeys, fish and birds is prohibited. Water & vegetation pollution: • The Licensee shall take all reasonable steps to prevent undue disturbance to vegetation along water courses.

FISHING CHARTERS	
	• The Licensee shall give cognisance to the impact of fishing on coral reefs and shall conduct itself in a manner so as to minimise and mitigate such impacts. • The Licensee shall ensure that: - o its boat does not leak oil or diesel into any water body - o its boat's engine is not backwashed into any water body - o there is enough fuel storage for a full day's tours - o its boat has sanitation facilities and adequate sewage storage facilities - o there is enough storage for water for a whole day's tours - o all maintenance of its boats and equipment only takes place outside the Park - o install catch-pits around maintenance work areas for the containment of spills and runoff water - o immediate appropriate action is taken to contain and repair any chemical or fuel spills Other: • The Licensee must: - o familiarise itself with the restrictions pertinent to the relevant zone(s) and abide by those restrictions at all times - o possess a sound knowledge of the encountered environment. • All of the Licensee's guests and staff must sign an indemnity in favour of the Authority. • The feeding of any animals, including baboons, monkeys, fish and birds is prohibited.
7. Equipment requirements	• No vessel exceeding 8m in length may launch from any site in the Park without prior written permission of the Authority. • Only propeller-driven vessels powered by internal combustion engines may be used at sea. (Any alternative source of propulsion - including vessels propelled by water jets - shall only be allowed with prior written approval of the Authority.) • Offshore fishing may only take place from boats with a minimum of 4-stroke engines. Boats shall be serviced on a regular basis and continuously maintained in a seaworthy condition. • The Licensee shall ensure that every fishing excursion carries angling equipment appropriate for the specific type of fishing experience or experiences offered.
8. Time of operation	• Day only
9. Carrying capacity & staff-to-visitor ratio	• 2 staff per boat

FISHING CHARTERS	
10. Other operational parameters	• An EMP covering the establishment, operation and decommissioning of the activity shall be submitted by the Licensee to the Authority for its approval. • Fishing and its associated infrastructure, may be closed by or under the Authority's approval (without notice or compensation to the Licensee) due to extreme weather or sea conditions, during breeding seasons, cultural events/ceremonies, special events, problem animals, maintenance or any other essential management function deemed to pose a risk to visitor safety or the well-being of the environment. • Water bodies, or portions thereof, and associated infrastructure may be closed and/or boat trips curtailed, or the fishing of certain species may be prohibited • (without notice or compensation to the Licensee) for rehabilitation purposes or to allow populations to recover should they decrease to below acceptable numbers.
11. Compliance events	• The Licensee shall submit the following for the Authority's approval prior to the commencement of operations: ○ design of its boat; ○ EMP; ○ a safety and rescue plan; ○ samples of proposed marketing collateral; • a map of the proposed charter-fishing routes/trips.

GAME DRIVES - OPEN VEHICLE	
1. Activity concept	Guided game drives on public roads in the Park.
2. Area of operation	Public roads on - Eastern Shores to Cape Vidal; and or - Western Shores
3. Infrastructure & facilities	The Licensee may not construct any infrastructure in the Park.
4. Access	Through Park gate.
5. Key environmental issues	<u>General concerns:</u> - Alignment, marking and cutting of roads and tracks. - Impacts associated with establishment and use of roads and tracks such as damage to vegetation, disturbance of animals and visitors, poaching of animals, illegal harvesting of plant material, littering, pollution of water bodies and soil, and noise. - Disturbance of animals, particularly during breeding season. - Pollution: - of surface and ground water from soaps used for bathing and washing of cookware, and from sewage disposed of in or close to water bodies; - due to the disposal of solid waste, including littering along the roads and tracks or at stop-off points. - The potential for wild animals to become used to human presence and/or associate humans with food and either become scavengers and/or dangerous to humans. - Impinging on the Park's "sense of place" by means of noise, the visual presence of infrastructure, flashlights, lighting, fires, evidence of waste, and vegetation disturbance. <u>Game-drive-specific concerns:</u> - Damage to indigenous, rare or endemic flora along roads and tracks as a result of the cutting of cutting or construction of the routes, and also from vehicle movement. - Collection and removal of animal, plant and heritage resource material by passengers. - The erosion of substrate on non-hardened tracks and shoulders due to wind and water action or steep gradients where vegetation cover has been removed for roads or tracks, or due to continual disturbance caused by vehicles, and exacerbated by drivers deviating from established roads or tracks and/or indiscriminate off-road driving which may also result in soil compaction and increased water-runoff rates. - The introduction and/or spread of alien invasive plant species to disturbed areas and corridors by vehicles acting as agents for seed dispersal. - Damage to natural and cultural heritage resources (if present) when roads and tracks are established. - Potential for game drives to conflict with other activities along or in the vicinity of roads or tracks. - Safety risks to passengers due to presence of potentially dangerous animals such as hippo, crocodile, buffalo, leopard, elephant and

GAME DRIVES - OPEN VEHICLE	
	venomous snakes in certain areas of the Park. • Uncontrolled fires as a result of guides and other people under the control of the Licensee making fires in non-designated areas, or not putting their fires out fully, with the potential of burning and damaging indigenous vegetation. Fires may also damage Park infrastructure and destroy forests. • Damage caused by the continual use of roads and tracks, viz: - soil compaction - o adverse impacts when driving on clay soils too soon after rain - o retardation of water regimes in wetland areas - o erosion and sedimentation of watercourses from driving in riverbeds and on drainage lines - o soil and water contamination from vehicle-fluid leakage. • Adverse impacts on "sense of place" due to noise and visual presence of vehicles and passengers, and during night drives, vehicle lights and spotlights. Disturbance of wildlife at game sightings, approaching too close to animals, and the shining of spotlights onto them.
6. Licensee operating rules	<u>Establishment & maintenance of roads & tracks:</u> • A map demarcating the roads and tracks for use by the Licensee will be provided by the Authority. Additional roads and tracks may not be used or opened up by the Licensee. • Structures may not be placed across drainage channels without the Authority's express written approval. • The crossing of rivers is to be handled in an approved, environmentally-friendly manner. • Roads and tracks must be used in a manner which does not disturb or damage cultural artefacts or historical relics. • Burning is not permitted. • Dead organic material must be left in natural areas. <u>Game drives generally:</u> • The Licensee shall ensure that every game drive is under the control of a qualified ranger who is in possession of: - o a valid driver's license - o the relevant FGASA registration - o a valid first aid certificate. • The maximum game-drive speed is 25km/hour on field tracks and 40km/hour on gravel roads and tar roads. • The vehicle must be fitted with a communication system to be used <i>inter alia</i> in case of emergency. • A game drive may be accompanied by a tracker: • No ranger or tracker shall partake of alcohol before or during a game drive. • No vehicle with guests may be left unattended; either the ranger or the tracker must be present at all times. • Where water has collected in puddles in the road, the ranger must drive slowly through the puddle or mud and not around it, unless there is a real danger of becoming stuck. • Should a fallen tree be blocking a road, the ranger or tracker must drag it out of the way, if possible (rather than drive around it). If the

GAME DRIVES - OPEN VEHICLE	
	tree is too large to remove the matter must be reported immediately to the Authority. - The Licensee and its staff shall, at all times during the conduct of the activity, comport themselves in professional, sober and tourist-friendly manner and not indulge in any action or behaviour which could discredit either the Park or the class of activity in question. <u>Behaviour at sightings:</u> - Any single sighting is restricted to a maximum of three vehicles or only one vehicle in the case of animals with young or animals that are acting strangely or displaying signs of stress. In this case the other vehicles must move to a standby position, out of sight and earshot of the animal – with their engines and lights switched off - until the solitary vehicle has moved away from the sighting. Only one vehicle is allowed on standby per sighting. At stationary sightings, only one vehicle may be mobile at any time. - The maximum approach distance to Big 5-game is 20 metres. - Drivers and passengers are prohibited from causing or attempting to cause any deliberate stress to any animal or interfering or disturbing any animal in any way. - The spotlighting of prey animals, cheetah and wild dog is prohibited. Encountered elephant and rhino may be viewed with spotlights turned tilted towards the ground and not at the animals' eyes. - Should a hunting predator be encountered, all lights must be switched off during the stalk, and may only be switched on again after the prey has been caught or has escaped. - Escape routes from the sighting are to be continually assessed by the ranger. - Rangers may not return to the same sighting more than once with the exception of lions, should these be introduced by the Authority. The same pride may be viewed once before sunset and once after sunset. <u>Guest safety & behaviour:</u> - Visitors may not alight from the vehicle other than at designated areas during daylight hours. Visitors may not alight from the vehicles after sunset while in the Park. - No guest may occupy the tracker's seat. <u>Disturbance of environment:</u> - The Licensee's activities must be so organised as to prevent interruption to animal movement as far as possible. - Staff and visitors must be cautioned against the feeding of animals or any other act which could result animals associating humans with the source of food. - The Licensee, its guests and staff shall: - as far as possible maintain a safe distance from all animals; - not interfere with any scientific markers, Park equipment or infrastructure; - not dispose of any waste in the Park (All waste shall be removed and disposed of off-site at an approved landfill site.); - not travel off designated roads and tracks, take short cuts or widen the tracks; - not interact with animals; - not collect firewood; - not remove any flora or fauna from the Park whether alive or dead

GAME DRIVES - OPEN VEHICLE	
	- not in any other way detract from or impinge upon the Park's "sense of pace". - Open fires are not permitted. - All disturbed sites must be monitored for colonisation by invasive alien plant species. The Authority may require the Licensee to remove these at the Licensee's cost according to an approved programme of eradication. Waste: - Before the commencement of each game drive, the ranger must entreat passengers not to dispose of any debris other than in the garbage-disposal bag or other receptacle placed in the passenger section of the game-drive vehicle especially for this purpose. - The Licensee may not dispose of any waste or debris by burning or burying. - The Licensee may be required to supply and service scavenger-proof waste bins at designated places in the Park where visitors alight. The bins must be emptied at least daily, and the waste removed to an approved location. Nuisance caused by baboons & other animals: - The feeding of any animals, including baboons, monkeys, fish and birds is prohibited Water & soil pollution: - Drives are not permitted in drainage lines and riverbeds except at designated crossing points designated by the Authority. - Driving off the designated route, taking short cuts, widening the path on steep slopes, or on sensitive and or clay soils too soon after rain is prohibited. - The Licensee shall take all reasonable steps to prevent undue disturbance to vegetation. Other: - The Licensee must: - familiarise itself with the restrictions pertinent to the relevant zone(s) and abide by those restrictions at all times - possess a sound knowledge of the encountered environment. - All of the Licensee's guests and staff must sign an indemnity in favour of the Authority.
7. Equipment re-quirements	4x4 one-ton passenger vehicles must be used. - Additionally, game-drive vehicles that are to operate within the fenced sections of the Park (namely uMkhuze, Ozabeni, Eastern Shores and Western Shores) must comply with the following specifications: - the tare weight may not exceed 2500kg, excluding the seat frame - the vehicle must be completely surrounded by sides including doors - the seat sides to be closed in 350mm above the seat (starting from the base of the seat and not the cushion), and gaps between the seats must have gates with the same height as the sides on the left to allow passengers to enter and exit the vehicle - the vehicle must have SABS-approved seat belts for all passengers

GAME DRIVES - OPEN VEHICLE	
	- any cutaway in the bin of the vehicle must be closed to the original height of the bin - the vehicle must carry a serviceable fire extinguisher with a current certification - the vehicle must be fitted with at least three roll bars of at least a 50mm thickness - if the vehicle has a canvas roof, it may not be removed while inside the Park - the entrance/exit should only be on the left-hand side of the vehicle; the right-hand side should be closed off permanently - the vehicle must have the capacity for a maximum of 12 seated passengers - the vehicle must have a valid carrier permit and a valid roadworthy certificate. Licenses and permits are to be displayed on the wind-screen, other than the open-vehicle permit, which must be displayed on the right-hand fender next to the driver's door - the driver's cab must be cut away to allow him/her unrestricted access to his/her passengers, which may require removal of the cab roof and rear wall to the height of the bin - Game-drive vehicles must be equipped with an appropriate first-aid kit when carrying passengers. Vehicles must be kept in good working order and properly maintained on a regular basis.
8. Time of operation	Day
9. Carrying capacity & staff-to-visitor ratio	1 guide per tour group (max 20 people) provided guests have been briefed on the use of communication equipment in case of emergency
10. Other operational parameters	- An EMP covering the establishment, operation and decommissioning of the activity shall be submitted by the Licensee to the Authority for its approval. - Game drives may be cancelled by or under the Authority's approval (without notice or compensation to the Licensee) or certain roads and tracks closed due to scheduled burns, game capture or game-introduction activities, the seasonal presence of breeding or nesting sites, cultural events/ceremonies, special events, problem animals, maintenance or any other management function deemed to pose a risk to visitor safety or well-being of the environment. - A road or track may be closed (without notice or compensation to the Licensee) for rehabilitation purposes if, in the Authority's opinion, there is evidence that the activity is or has created an adverse impact on the environment above an acceptable level.
11. Compliance events	- The Licensee shall submit the following for the Authority's approval prior to the commencement of operations: - EMP; - a safety and rescue plan; - samples of proposed marketing collateral; - a schedule of the intended erosion-control measures.

SCUBA DIVING	
1. Activity Concept	- Day time diving with scuba equipment on coral reefs exploring underwater marine environment. - Night time diving, subject to the prior written consent of the Authority and subject to proof of appropriate qualifications and registrations of the divers and the vessel.
2. Area of operation	Sodwana Bay on designated reefs
3. Infrastructure & facilities	- A temporary gazebo of not more than 6mx6m where the Licence is for one boat; and 6mx12m where the Licence is for more than one boat. The Licensee shall be required to submit its design for approval to the Authority. The Authority may at any time require the Licensee to replace its gazebo with an Authority standardised/approved design. Temporary structures must comply with applicable Legislation. Temporary structures may be left on the beach overnight with the prior written approval of the Authority which may be withheld. Visitors of the Licensee may not erect gazebos on behalf of the Licensee or additional gazebos to the Licensee and must use the facilities provided by the Licensee. - Boats and all equipment to be stored outside the Park. The Authority may make the storage of boats and equipment in the Park at the Licensee's cost mandatory. - Eastern Shores: The Authority shall after discussion with the Licensee confirm the location of air-fill facilities and other scuba-related infrastructure. - Classrooms, training facilities and the like shall be off-site (ie outside the Park).
4. Access	Through a Park gate
5. Key environmental issues	<u>General concerns:</u> - Impacts associated with construction activities and the establishment and use of trails such as damage to vegetation, disturbance of animals and visitors, poaching of animals, illegal harvesting of plant material, littering, pollution of water bodies and soil, and noise - Collection and removal of animal, plant and heritage resource material by staff and guests. - Disturbance of animals, particularly during breeding season. - Pollution: - of surface and ground water from soaps used for bathing and washing of cookware, and from sewage disposed of in or close to water bodies; - due to the disposal of solid waste. - The potential for wild animals to become used to human presence and/or associate humans with food and either become scavengers and/or dangerous to humans. - Impinging on the Park's "sense of place" by means of noise, the visual presence of infrastructure, flashlights, lighting, fires, evidence of waste, and vegetation disturbance. <u>Additional Scuba diving-specific concerns:</u> - Damage to coral reef from touching the reef with your body or equipment. - Habituation of marine species through feeding etc.

SCUBA DIVING	
	• Possible transfer of toxins and diseases between species. • Oil leakages from boats • Damage and disturbance of animals by divers and anchored boats. • Poor underwater visibility during periods of turbulence (high winds) and sediment from rivers following high rainfall. • Water pollution from boat fuels and littering. • Risk to diver safety from strong currents, heavy seas and potentially dangerous animals such as sharks. • Risk to diver safety when in the water from other boats in transit. • High winds and heavy seas making launching difficult and posing a risk to passenger safety. • Potential for scuba diving to conflict with other marine activities. • Mitigate damage to beach when driving on the beach
6. Licensee operating rules	<u>Operational Parameters</u> • In addition to the provisions governing diving operations in the Diving Regulations 2001 promulgated under the Occupational Health and Safety Act as amended from time to time, the Licensee shall: ○ Comply with all the rules regulating number of daily dives or boats; ○ Service all equipment as per the manufacturer's specifications or at least on an annual basis; ○ Perform visual inspections and hydrostatic tests on a regular basis in respect of cylinders and other pressure vessels as required by SABS019 and any other applicable Legislation, Cylinders shall only be filled by a qualified compressor operator. Gases other than air shall be filled by persons who have a gas blender qualification and shall be labelled accordingly; ○ Ensure that the skipper has the appropriate qualification, is familiar with local conditions and has signed acceptance of the local rules and regulations; ○ Ensure that the top man is in possession of a skipper's licence; ○ Be in possession of a valid safety certificate for its boat issued by SAMSA; ○ Ensure that drivers transporting guests or driving vehicles where the vehicle class requires it are in possession of a valid PDP; ○ Ensure that all its vehicles have a COR certificate and a current licence disk; ○ Be in possession of a valid PDP and COR for its vehicles; Vehicles must be licenced and roadworthy ○ Have adequate public liability insurance; ○ Employ or procure the services of a qualified instructor and be a registered dive school where the operator offers dive courses, preferably one who has experience and knowledge of Sodwana Bay; ○ Not permit pregnant women to dive except on presentation of a medical certificate from a medical practitioner who specialises in diving; ○ Not dive or permit guests to dive below 50m or beyond a diver's qualification. Permits are required for any divers deeper than 60m from the WA and M&CM. No diving is permitted for Coelacanth. ○ Not permit children less than 10 (ten) years of age to dive, and shall adhere strictly to all conditions set out in permits for children age 10 (ten) to 14 (fourteen); ○ Assess any divers who have not dived for a period exceeding 6 (six) months prior to a dive and if necessary compel the individual concerned to do a refresher course or pool session; ○ Not use mechanised underwater propulsion devices except in the case of disabled divers;

SCUBA DIVING	
	○ Store equipment on boats so that the safety of guests and employees is not jeopardised; ○ Not permit divers to touch reefs and or remove any geological structure, plant, animal or marine species or part thereof, living or dead; ○ Maintain a distance of at least 5m from sharks; ○ In the case of shark diving, ensure that dives are led by divemasters who have undergone a recognised shark diving course; ○ Must adhere to the limit of two boatloads of divers on any ragged tooth shark congregation point at any one time; ○ Not undertake or permit guests to undertake flash photography closer than 5m from any shark due to the disturbance that some electronic equipment can cause amongst the sharks; ○ Not anchor anywhere on or near reefs except during a declared emergency; ○ Ensure there is a skipper or top man, qualified for operating the vessel in use at all times the boat is at sea; ○ Display an Alpha Flag, at least one and a half metres higher than free board while divers are in the water is compulsory; ○ Ensure that the dive master or his designated representative is tows a visible surface buoy at all times while the group is in the water except during drift diving where it is not practical to do so in which case the buoy shall be deployed when surfacing; ○ Observe the 100 m exclusion zone around boats with divers in the water; ○ Not permit the wearing of gloves while scuba diving or snorkelling; • The Licensee shall comply with all applicable legislation including but not limited to the Occupational Health and Safety Act as amended, Merchant Shipping Act, Marine Living Resources Act, World Heritage Convention Act, Protected Areas Act, NEMA, Record of Decision in respect of control of vehicles in the coastal zone; • The Licensee shall comply with the requirements and be registered with one of the dive associations e.g. the National Association of Underwater Instructors (NAUI), The South African Underwater Union (SAUU), The Professional association of Diving Instructors (PADI), CMAS, or such other agency as is approved by the Authority in writing; • The Authority may close or restrict diving on specific reefs at its discretion for environmental reasons. • The Licensee may transport guests to the beach and drop them off at or near the launch site. For reasons of congestion this may not be permitted from time to time. Guests may not drive themselves onto the beach using the ramp to the launch site for purposes of drop-off. • Launching may only take place from the designated launch site. • Disturbance of environment: • The disturbance of vegetation at the base, fly camps and along marked trails must be kept to a minimum. • Removal of vegetation must be approved in writing by the Authority. Indiscriminate clearing of vegetation is permitted. • Structures may not be placed across drainage channels. • The Licensee's activities must be so organised as to prevent interruption to animal movement as far as possible. • Staff and visitors must cautioned against the feeding of animals or any other act which could result animals associating humans with the source of food. • The Licensee, its guests and staff shall: ○ maintain a distance of 300m from whales;

SCUBA DIVING	
	- o maintain a distance of 20m from whale sharks; - o not feed or permit guests to feed or chum for marine animals; - o not interfere or permit guests to interfere with scientific markers and equipment. - o not interact with animals; - o not collect firewood; - o not remove any flora or fauna from the Park whether alive or dead - o not in any other way detract from or impinge upon the Park"s "sense of place". Fires: • Open fires are not permitted. • Fires are not permitted on the beach. Nuisance caused by baboons & other animals: • The feeding of any animals, including baboons, monkeys, fish and birds is prohibited. Water & soil pollution: • Waste may not be disposed of in the sea or any watercourse in the Park. Waste: • The Licensee must: - o not dispose of any waste or debris by burning, or by burying; - o ensure that, through regular removal, waste does not accumulate; - o remove all waste off-site to an approved landfill site. Guest safety: • The Licensee shall take shall take all possible precautions to avert or minimise the risk to guest safety: - o due to the presence of potentially dangerous animals such as hippo, crocodile, buffalo, leopard, elephant and venomous snakes in certain areas of the Park; and - o from vehicles, where motorists use the same routes. • The Licensee must obtain the Authority"s written approval of its detailed rescue, emergency and safety plan prior to the commencement of operations. • The Licensee may only accept divers with recognised qualifications including but not limited to PADI, CMAS, NAUI or a commercial diving qualification. Any diver wishing to dive must be in possession of a valid C-card or in date logbook or must be registered with a recognised training authority. • The Licensee shall undertake a safety briefing with guests before commencing with a dive. • The Licensee and its staff shall, at all times during the conduct of the activity, comport themselves in professional, sober and tourist-friendly manner and not indulge in any action or behaviour which could discredit either the Park or the class of activity in question. • Every diver must carry a whistle and emergency buoy.

SCUBA DIVING	
	- The boat must have an emergency (first aid) kit and radio. - The boats must carry oxygen and skippers must be trained in the administration of same. Other: - The Licensee must comply with the Occupational Health & Safety Act. - All of the Licensee's guests and staff must sign an indemnity in favour of the Authority. - The Licensee must at all times have current valid CORs and PDPs for all vehicles used to transport guests, visitors, staff and boats.
7. Equipment requirements	The Licensee must at all times maintain all its equipment in a safe and goodworking order.
8. Time of operation	Day and night subject to 1 above.
9. Carrying capacity & staff-to-visitor ratio	Every dive shall have a minimum of 2 staff per boat.
10. Other operational parameters	- Prior to the construction of infrastructure or the launch of the proposed activity, the Licensee shall undertake an EIA in accordance with the Authority's requirements. The level of assessment will depend on both the scale of the proposed activity and the nature of the receiving environment. - An EMP covering the establishment, operation and decommissioning of the activity shall be submitted by the Licensee to the Authority for its approval. - Diving facilities may be closed by or under the Authority's approval (without compensation to the Licensee) due to scheduled burns, game-capture or game-introduction activities, the seasonal presence of breeding or nesting sites, - cultural events/ceremonies, special events, problem animals, maintenance or any other essential management function deemed to pose a risk to hiker safety or the well-being of the environment. - Diving facilities may be closed (without notice or compensation to the Licensee) for rehabilitation purposes if, in the Authority's opinion, there is evidence that the activity is or has created an adverse impact on the environment above an acceptable level.

SCUBA DIVING	
11. Compliance events	• The Licensee shall submit the following for the Authority's approval prior to the commencement of operations: ○ EMP; ○ a safety and rescue plan; • samples of proposed marketing collateral;

TURTLE TOURS VEHICLES	
1. Activity Concept	Tracking of turtle breeding sites by vehicle from Cape Vidal and Sodwana
2. Area of operation	Sodwana from Adlams to Nine Mile
3. List of associated infrastructure and facilities	Access to the beach for vehicles in approved zones
4. Access requirements	The Licensee may only access the beach via the approved road and beach ramp
5. Operator requirements	- The tours must be conducted by a tourism accredited guide. - The tour guide must include an introduction about the Park and the iSimangaliso. The iSimangaliso may at any time request the Licensee to present to it the material presented during the tours and may require the Licensee to amend the content - The drivers of the vehicle must had a drivers licence and public driving permit - At least one person accompanying the guests shall be trained in first aid
6. Equipment requirements	- Approved 4x4 vehicle for vehicular tracking - Approved low intensity touch lights for viewing purpose only - A radio / cellular phone on the vehicle capable of transmitting and receiving messages from the concessions base area - Touring vehicles must have vehicle tracking system installed and the operator shall meet the charges
7. Time of operation	Night time; driving is only permitted two and half hours before to two and a half hours after low tide
8. Staff: visitor passenger ratio	1: 12 for vehicular turtle tours

TURTLE TOURS VEHICLES	
9. Operational parameters	• Turtle tours and associated infrastructure may be closed during breeding seasons, cultural events and ceremonies, special events, problem animals, maintenance or due to any other management function or circumstance believed to pose a risk to visitor safety or well-being of the environment and turtles • Beaches may be closed for rehabilitation purposes
10. Condition/rules of operations	• Turtle tours may only take place two hours either side of low tide • Only one pass per night is permitted in either direction • The speed limit when travelling on the beach is 40km per hour • Vehicles should use low frequency lights when conducting tours • When a turtle or single up-track is spotted the vehicle must slow down, stop and the lights must be turned off immediately • The guide must approach the turtle first on foot to assess the state of nesting, direction she is facing and the position of the nest. When the guide has satisfied him/herself that it is appropriate to approach the turtle the visitors should approach cautiously from the back of the turtle. The ideal time to approach is when the egg-chamber is 30-40cm deep. • Movement and noise should be kept to a minimum. Running, jumping, screaming and shouting is not permitted. All movement must be calm and unhurried. • Nesting females should not be approached when exiting the surf. • No more than 40 people may congregate around any nesting turtle • All individuals should stay behind the shoulders of the turtles with about a 1m buffer and no person shall approach the head of the turtle at any time. • No person may touch or disturb any turtle, nest or egg. • Smoking and drinking is absolutely forbidden during the entire tour. • No flash photography may be practiced on any turtle exiting the sea before she has started nesting • Flash photography may only be done at least 5m from any nesting turtle – and flash photos are to be taken from the side, or behind the turtle i.e. 45° arc from the rear of the turtle.

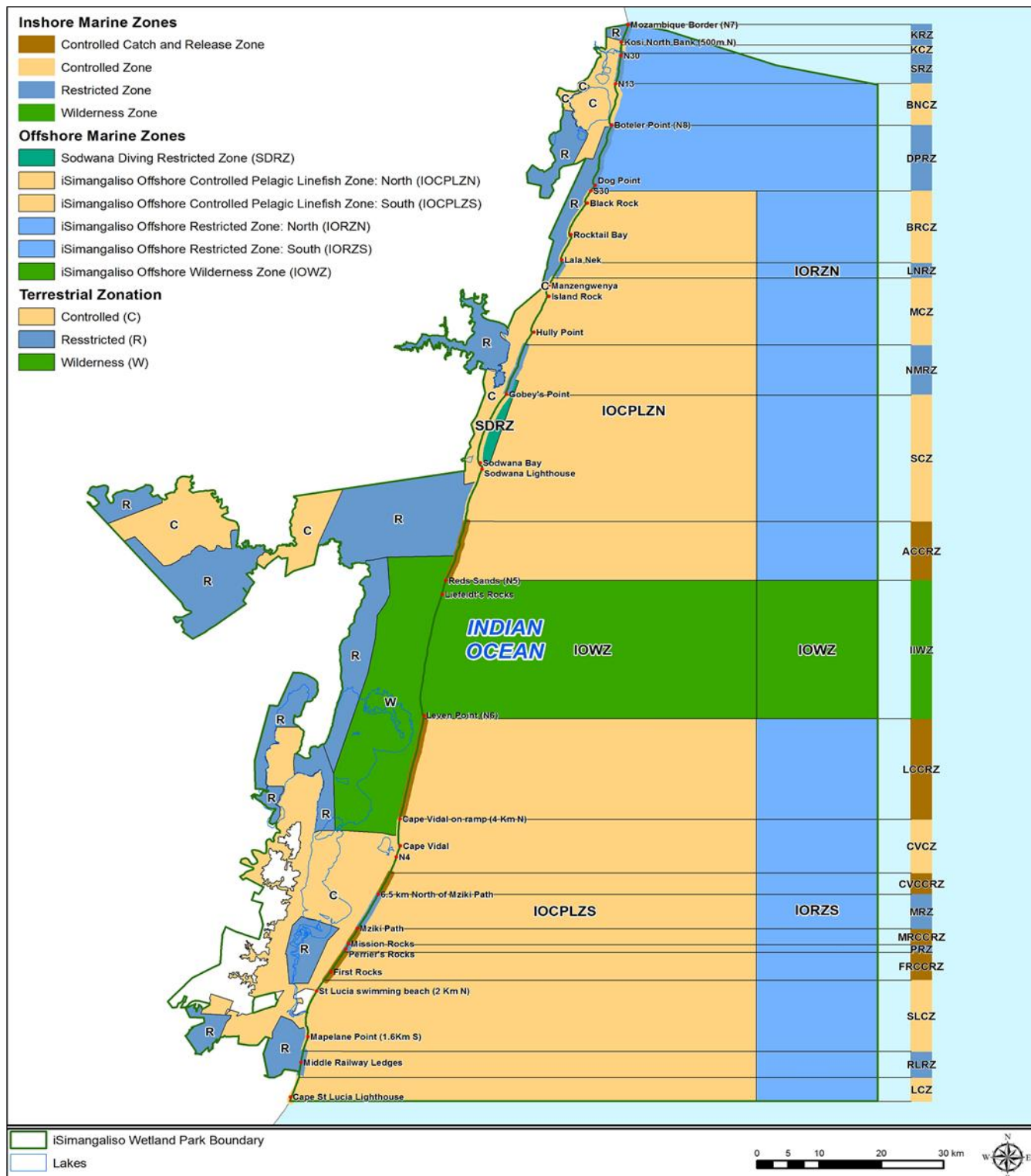
TURTLE TOURS VEHICLES	
	- Flash photography may be practiced on turtles returning to the sea, but only from the front of the turtle and at a distance of at least 10m - Flashlights must be kept to a minimum and operated by the tour guide only - The guide may place a dim torch behind the flippers in order to observe digging; the location of the light must be sufficiently low so that the carapace casts a dark shadow over the head of the turtle - Vehicle lights and torches may not be turned on while the turtle is en-route to the nest site or back to the ocean - Hatchlings should not be picked up and carried. - Flash photography of hatchlings should be limited to 10 minutes; hatchlings should be allowed to crawl without any artificial light to the ocean - Care should be taken not to flash lights onto the water as this could attract predatory fish - Vehicle may not exceed 2 ton tare weight - Vehicle tyres must exceed a diameter of 205 and max tyre pressure of 1.5bar - Vehicle may not have aboard a spotlight capable of being shown in an arc to the left or right of the vehicle
11. Key environmental issues	- The impact of vehicle lights (if allowed on beach), flashlights and spotlights on the adult turtles' and hatchlings' sense of direction or orientation. - Disturbance of egg laying due to lights, noise, and physical interference. (A large proportion of turtles return to the sea without laying if disturbed). - The transfer of bacteria to eggs if handled which can result in disease or mildew growth in the nest - Stress to the turtles from flash photography. - Compaction of sand and mortality of shore animals from vehicles driving on the beach should they be allowed. - Detraction from "sense of place" due to noise, visual presence, flashlights and vehicle lights (if vehicles are allowed on the beach). This devalues the experience of other visitors to the Park. - The following needs to be considered when conducting turtle tours:

TURTLE TOURS VEHICLES	
	• Turtles are extremely susceptible to light sources – they are ‘programmed” to head in the direction of the brightest light source – usually breaking surf which stands against the darker horizon. This is particularly true in the case of hatchlings. • Handling eggs can transfer bacteria to them which can result in disease or mildew forming in the nest • Turtles have no eyelids and as such are susceptible to close up flash photography. • Up to 45% of turtles emerging to lay eggs that are disturbed by light sources such as vehicle headlights return to the sea without laying.

ANNEXURE 11

MAP OF THE PARK





Zonation map of the iSimangaliso Wetland Park, from 2022-2031 IMP.

The Park's zonation forms the basis for the activities plan, and the setting of nodal types and carrying capacities for each block, sub-zone, facility and activity. Each zone allows for certain types of activities. This is the primary spatial planning tool and guides park planning and management. A full description of the zones is pro-

vided in Chapter 5.1.1 of the IMP and is summarised below for reference. Each zone has corresponding permissible and non-permissible activities, as outlined in Tables 27 and 28, respectively of the IMP.

Table 1: Summary of iSimangaliso main zone types and definitions

Zone Type	Description	Attributes
Wilderness	UNMODIFIED NATURAL ENVIRONMENT. Largely equivalent to IUCN Category 1b Protected Area, but may include areas that are not designated as such, but, nevertheless, have all the attributes and characteristics of true wilderness. Ecotourism activities that maintain wilderness characteristics and attributes may take place.	An area with no permanent human settlement, infrastructure, consumptive activities or motorised access, and where the landscape bears negligible visual evidence of these having occurred in the recent past.
Restricted	PARTLY MODIFIED NATURAL ENVIRONMENT. Although only partly modified, normally less pristine than a Wilderness area. Also, normally less sensitive to 4x4 vehicle and motorised boat access than a Wilderness area.	An area that may have some (but limited in extent and impact) tourism and management human settlement, developed infrastructure and/or consumptive activities and some visual evidence of their occurrence in the recent past.
Controlled	Noticeably less pristine than a Restricted Zone and, thus, normally less sensitive to the development of visitor facilities.	An area in which the landscape and ecological processes may have been noticeably transformed by past or present development (e.g. human settlement, silviculture, agriculture, alien plant invasion and soil erosion), but in which restoration is possible
Sub-zone types:		
Sanctuary	Estuarine only (St Lucia and Kosi Bay). The primary purpose of a Sanctuary Zone is the protection of a particular species, community, habitat type or ecosystem.	
Controlled Catch and Release	Marine only. MODIFIED NATURAL ENVIRONMENT. Similar in principle to a Controlled Zone, but with certain fishing restrictions.	
Commercial	Terrestrial only. Zoning to cater for where commercial plantations managed by Siya-	

Forestry	Qubeka Forests are incorporated into the Park on the Western Shores.
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