



iSimangaliso
Wetland Park



REQUEST FOR PROPOSAL

RFP No. PPP01/2024-25

IN RESPECT OF CHARTERS CREEK TOURISM RESORT IN THE WESTERN SHORES SECTION OF THE ISIMANGALISO WETLAND PARK

Tourism PPP Opportunity

**For a Private Operator(s) To Redevelop
and Operate a Lodge and Campsites**



REQUEST FOR PROPOSAL

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE ISIMANGALISO WETLAND PARK AUTHORITY	
BID NUMBER:	RFP No. PPP01/2024-25
NON-COMPULSORY BIDDERS CONFERENCE DETAILS:	TO BE HELD ON 09 MAY 2025 (Platform to be advised)
CLOSING DATE:	23 June 2025
CLOSING TIME:	12H00 (Midday)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	PUBLIC PRIVATE PARTNERSHIP FOR THE CHARTERS CREEK TOURISM RESORT IN THE WESTERN SHORES SECTION OF THE ISIMANGALISO WETLAND PARK
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

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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 Rules	rules on safety, wildlife preservation, and responsible tourism, including staying in vehicles, adhering to speed limits, respecting wildlife, and avoiding noise pollution;
B-BBEE	Broad-Based Black Economic Empowerment
Bid	proposal submitted by the Private Party to undertake the Project, based on predefined criteria as stipulated in this RFP
Bid Adjudication Committee	the committee constituted by iSimangaliso for purposes of reviewing and approving bid recommendations from the Bid Evaluation Committee (BEC), ensuring fairness, transparency, and compliance with procurement regulations;
Bid Evaluation Committee	the committee constituted by iSimangaliso for purposes of evaluating Bids submitted in response to this RFP, ensuring fairness, transparency, and accountability in the procurement process;
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;
Bond	a Bid and Performance Bond or written guarantee provided by the Private Party to iSimangaliso. The bid bond is intended to ensure that if selected, the bidder will proceed with the contract. The bid bond shall be converted into a performance bond by the successful bidder on effectiveness of the relevant

	contract or on financial close.;
Concession	the granting a private entity or the concessionaire, the right to design, build, finance, operate, maintain and transfer the Project, with the right to recoup their investment through user fees or other means, while the iSimangaliso retains ownership of the asset;
Concessionaire	a Private Party, entity or project company, that is granted the long-term right to redevelop, operate and maintain and transfer the Charters Creek Resort subject to specific terms and conditions;
Concession Agreement	a contract granting a Private Party or Concessionaire, the right to redevelop, operate and transfer the Charter's Creek resort, subject to specific terms and conditions;
Contract Term	The duration of the Project of twenty (20) years from the Effective Date, comprising one (1) year for the development phase and nineteen (19) years for the operations phase;
COR	Certificate of Roadworthiness
Development Commencement Date	90 days after the Effective Date
Development Phase	the one (1) year period for the implementation of the Project, commencing on the Effective Date, for activities that include, pre-design studies, site investigations, planning approvals, development of detailed designs, procurement of contractors and construction;
DFFE	Department of Forestry, Fisheries and Environment;
Effective Date	the Signature Date of the Concession Agreement;

EMP	an Environmental Management Plan that outlines how the PPP project or activities thereof will mitigate, monitor, and manage its environmental impacts, ensuring compliance with environmental regulations and promoting sustainable practices
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;
Expiry Date	the twentieth (20 th) anniversary of the Signature Date;
GRAP	General Recognised Accounting Practice
IMP	the Integrated Management Plan prepared by iSimangaliso 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;
Land Claimants	refers to individuals, communities, or groups who have lodged claims for the restitution of land rights under the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994);
Land Owners	Refers to individuals or communities who regained land through the Land Restitution Program;
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 iSimangaliso in respect of Park management dated September 2001;

Minister	the Minister of Forestry Fisheries and Environment;
NEMPAA	National Environment Management: Protected Areas Act No. 57 of 2003
Official Bid Representative	iSimangaliso's Project Officer or the official so delegated to manage the bidding process;
Operations Commencement Date	is one year after the Development Commencement Date which is the contract Long-Stop Date;
Operations Phase	the Project phase commencing on the Operations Date for the operations period of nineteen (19) years up to the Expiry Date;
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	rules in respect of safety, respect for wildlife and the environment, and adherence to designated areas and regulations, including entrance fees, speed limits, and prohibitions against feeding animals or littering;
Parties	iSimangaliso and the Concessionaire
PFMA	the Public Finance Management Act, 1999 (Act No. 1 of 1999) including regulations issued under the PFMA
PPP	Public Private Partnership
Project	the project to redevelop, operate and transfer the Charters Creek resort on a PPP basis further to the Concession Agreement entered into between iSimangaliso and the Private Party or the

	Concessionaire;
PPPFA	Preferential Procurement Policy Framework Act;
PPP Fee	The fee payable by the Concessionaire to iSimangaliso, in exchange for the being granted economic rights to redevelop, operate and transfer on a PPP basis, the Charters Creek Resort PPP Project;
PPP Opportunity	refers to the Charters Creek Tourism Resort PPP Project Opportunity as described under section 7 of this RFP;
Preferred Bidder	The bidder identified at the end of the tender evaluation process as being the iSimangaliso's preferred partner to enter into (or enter into final negotiations for) a Concession Agreement. The preferred bidder, if successful, is awarded the contract and called to contract signature;
PDP	Professional Driving Permits;
Project Company	The company that acts as the counterparty of iSimangaliso in a PPP. Also referred to as "Special Purpose Vehicle" (SPV);
Private Party	refers to the private agents that enter into a Concession Agreement with iSimangaliso in the project, including sponsors, contractors, lenders, and investors
Project Officer	person who is appointed by the Accounting Officer in line with National Treasury PPP Toolkit for Tourism to manage the planning and implementation of the PPP project on behalf of the accounting officer/authority of iSimangaliso, exercising delegated authority
Project Site/ Concession	the designated site and/or land including property and improvements made available by

Area	iSimangaliso to the Private Party for the conduct and implementation of the Project as further described in Annexure 9
Public Institution	organisations that operate under South African government control and serve the public interest according to the Public Finance Management Act (PFMA), 1999
Reserve Bidder	the bidder ranked immediately after the Preferred Bidder during the evaluation process;
RFP	this Request for Proposal;
Signature Date	the date of signature of the Concession Agreement by the last signing Party;
SAMSA	South African Maritime Authority
SPV	Special Purpose Vehicle, or special project company created to finance, develop, operate and transfer the Project;
VAT	any value-added tax or any similar tax which is imposed in place of or in addition to such tax;

1. BACKGROUND

- 1.1. The iSimangaliso Wetland Park was proclaimed a World Heritage Site by regulation as 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 South 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 province coastline. The Park falls into the uMkhanyakude District Municipal area and is part of the Elephant Coast tourism region of Tourism KZN. Tourism and eco-tourism specifically, is one of the key economic drivers in the region.
- 1.2. One of the ten main tourism nodes identified by iSimangaliso is the Western Shores and Charters Creek resort. The Charters Creek resort redevelopment project is one of the projects identified in the iSimangaliso Integrated Management Plan (IMP). The redevelopment is also aligned with the iSimangaliso Commercialisation Strategy that seeks to optimise the asset utilisation and revenue generation. In this regard, iSimangaliso is actively responding to the Government's clarion call to foster partnerships and engage private investment community in undertaking infrastructure development that supports service delivery. It is against this background that the Charters Creek, resort has been identified as one of the tourism development opportunities, that has potential for redevelopment within the Park.
- 1.3. This Request for Proposal (RFP) is issued by iSimangaliso for the Public Private Partnership (PPP) for the redevelopment of the Charters Creek Resort. The RFP is issued in accordance with the guidelines for PPP contained in the National Treasury PPP Toolkit for Tourism, and in compliance with Treasury Regulation 16 issued in terms of the Public Finance Management Act 1999 (PFMA).

2. LEGAL, REGULATORY & INSTITUTIONAL FRAMEWORK

- 2.1. The Park is under the management and control of the iSimangaliso Wetland Park Authority. iSimangaliso reports to the Minister of the Department of Forestry Fisheries and Environment (DFFE) and is mandated to implement the policies and principles of the World Heritage Convention and the Act. 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. iSimangaliso entered into a Management Agreement with Ezemvelo KZN Wildlife, Ezemvelo KZN Wildlife is a provincial entity that is mandated to undertake biodiversity management, nature conservation and the development and promotion of ecotourism facilities within the protected areas within the Kwa-Zulu Natal province. In terms of the Management agreement between iSimangaliso and Ezemvelo, Ezemvelo under the supervision of iSimangaliso, is responsible for the conservation management component in the iSimangaliso Wetland Park.
- 2.3. Other pieces of key legislation applicable to the Park include 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. iSimangaliso manages the Park in accordance with its Integrated Management Plan (IMP). The IMP provides a framework for the integration of conservation, tourism, zonation of activities allowed and the local economic development of historically disadvantaged communities in and adjacent to iSimangaliso. The IMP is attached in annexure 14.
- 3.2. Specific Park directives and rules are also issued from time to time by iSimangaliso.

4. ISIMANGALISO COMMERCIALISATION STRATEGY

- 4.1. To become self-sufficient and reduce reliance on grants, iSimangaliso developed a commercialisation strategy. The strategy aims to increase park revenue, minimise losses, optimise underperforming assets, create jobs, empower black communities, upgrade infrastructure, and promote tourism.
- 4.2. The commercialisation strategy includes the commercialisation of both existing and new tourism sites in the Park. The commercialisation strategy sets out specific areas within the Park for activity-based tourism development. These target areas have been identified in line with the Park's established zones and rules, which spell out the criteria for development in the park's different areas according to the Integrated Management Plan (IMP).
- 4.3. The PPP process iSimangaliso adopted aims at ensuring the development and restoration and renovation of the ecotourism facilities in order to implement the commercialisation strategy and increase their appeal to tourists.

- 4.4. iSimangaliso commercialisation strategy, identified tourism development nodes. Amongst the nodes identified, is the Charters Creek Tourism resort.

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. During the management of the Concession Agreement, they are used to measure the success of the project.
- 5.2. The value for money objectives for the Charters Creek projects are summarised in the table below:

Objective	Value for money
Protect, conserve, and present the Park	<ul style="list-style-type: none">• Application of environmental principles in operations• Public access• Maintain the world heritage status
Encourage job creation and ensure benefit flow to communities	<ul style="list-style-type: none">• BEE equity participation• Optimal job creation (actual number of jobs to be created)
Promote and facilitate optimal tourism and related development in Park	<ul style="list-style-type: none">• Access to innovation and expertise• Transfer of skills• Benefitting from operational experience• Tourism Promotion and access to tourism markets
Financial sustainability	<ul style="list-style-type: none">• Access to capital markets• Revenue generation

Table 1: Value for Money Objectives

6. B-BBEE/TRANSFORMATION

- 6.1. One of 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 concessions and licenses it enters into. Detailed information pertaining to the B-BBEE/Specific goals requirements is set out in Annexure 1 and Annexure 3.

7. THE CHARTERS CREEK TOURISM RESORT PPP PROJECT OPPORTUNITY

7.1. Overview

- 7.1.1. Charters Creek resort is situated in the Western Shores section of the Park. The resort

is 7km from the Nhlozi access gate, which is close to the N2 road. The site is accessed through the Nhlozi Gate and the Dukuduku gate. All access gates into the Wetland Park are controlled and managed by iSimangaliso.

- 7.1.2. Charters Creek serves as the travellers' resting place. The area is popular with anglers and bird watchers. It offers opportunities to watch forest birds as well as a variety of aquatic birds, both freshwater and marine, and is situated on a hill looking eastwards over Lake St. Lucia. The area also boasts numerous wildlife animals, which include elephants, buffalo, zebras and giraffes. Key tourism attractions include the uMphathe Loop (with its Kweyezalukazi lookout) and the uMdoni Loop.
- 7.1.3. The current facilities include upgraded accommodation facilities in the form of two-bedroomed units, four-bedroomed units, and twelve camping sites each with its own ablution facility. In addition, there is a restaurant, day visitor area and a swimming pool. The reception office, housekeeping facilities, the central guest parking area and staff housing in the lodge and camping areas are all fenced-in. The infrastructure components of the lodge are indicated in table 2.

#	Description	Quantity
1.	2 Bedroom Chalet Unit	10
2.	4 Bedroom Chalet Unit	4
3.	Camping site with own ablution	12
4.	Restaurant	1
5.	Swimming pool	1

Table 2: Charters Creek Summary of Existing Facilities

- 7.1.4. Over the years, iSimangaliso has vastly improved the infrastructure of the Western Shores section of the Park over the past few years, with upgrades to the chalets, ablution blocks, tarred roads, several viewing points and hides, and a canopy walk. In addition, grant funding was secured through DFFE, for purposes of upgrading the Charters Creek lodge and campsites.
- 7.1.5. The investment into infrastructure upgrading includes improvement of water reticulation and the road network that has been regavelled and tarred.

7.2. Project Goal

- 7.2.1. iSimangaliso intends to enter into a Concession Agreement with a private party for

purposes of redeveloping the existing Charters Creek Resort on a design, build, finance, operate and transfer (DBFOT) PPP basis. The redevelopment should deliver an attractive 4-star resort and tourist destination, energy efficient facilities of Green Star South Africa (GSSA): Existing Building Performance (EBP) 3–4-star rating target or similar; low operating, maintenance and life cycle costs. The Project Contract Term is twenty (20) years, including a development period of one (1) year at most and operations period of nineteen (19) years.

7.3. Strategic Objectives

7.3.1. The project is part of the commercialisation strategy program that iSimangaliso is undertaking for its various tourism development opportunities in the Park, The strategic objectives of the Charters Creek redevelopment PPP project include the following:

- i. Ensure compliance with regards to the World Heritage Act, and Health and Safety regulations.
- ii. Efficient use of the project site
- iii. Enhance the attractiveness of the resort, increase tourist traffic and stay
- iv. Facilitate and fast track the redevelopment of facilities at the resort,
- v. Ensure increased tourist numbers
- vi. Contribution to increased revenue within the Park.
- vii. Redevelop and upgrade facilities to support interpretation and enhance visitor experience.
- viii. Improve visitor's experience at an attractive destination and generate revenue within the Park.
- ix. Redevelop and upgrade facilities that to provide 4-star lodge facilities.
- x. Support conservation management.

7.4. Project Scope

7.4.1. iSimangaliso is inviting proposals through this RFP for the redevelopment of the Charters Creek resort. The proposals by the private party should clearly demonstrate significant risk transfer, value for money and innovation in the value proposition. The redevelopment is intended to attract significant investment that will result in additional improvements to the renovated existing infrastructure on site. The proposed redevelopment should include as a minimum, the upgrades to the infrastructure components and assets listed in section 7.1 table 2.

7.4.2. The redevelopment is envisaged to be undertaken on a brownfield project site. The Bidder shall be required to ensure that the redevelopment proposal is undertaken within

the footprint of the project site. Any developments outside the project site may trigger an Environmental Impact Assessment (EIA) study. Should the bidder consider undertaking any development outside the project site footprint, cognisance must be taken of the implications of the mandatory pre-design studies such as an EIA, the risks and the time schedule implications.

- 7.4.3. The PPP opportunity may be extended to include tourism activities. The tourism activities that are currently being undertaken at the resort include, guided day and night game drives, boat cruises, and guided walks. The activities will be subject to separate concession agreements and they may be added to the envisaged Concession. Any other additional tourism activities, not mentioned above may be considered subject to iSimangaliso IMP and the requisite environmental scoping.

7.5. Project Timelines

- 7.5.1. iSimangaliso envisages a maximum development period is scheduled for one (1) year and the operations period is nineteen (19) years, giving a total Contract Term of twenty (20) years. Preference will be given to Bids that propose a development period that is less than one (1) year.

7.6. Project site

- 7.6.1. The project site which for clarity purposes is also the Concession Area, is indicated on the layout plan in Annexure 9B. The Concession Area for Charters Creek Resort includes the Day Visitors Section that may be utilised by the Concessionaire.
- 7.6.2. The project site is a brownfield site that can accommodate the proposed developments within the existing disturbed footprint. In terms of the IMP zonation, the site is located in a controlled zone with a high potential for development and not in a wilderness zone.

8. UTILITIES AND FACILITIES MANAGEMENT

- 8.1. One of the key objectives for iSimangaliso as a conservation entity is to reduce reliance on energy mainly derived from Eskom and diesel (i.e., generators). iSimangaliso is implementing a renewable energy strategy in light of the climate change issues and to save on operating costs and boost the value of tourism-related activities that will be insulated from load shedding.
- 8.2. Renewable energy will reduce electricity and fuel costs, and the savings and income derived will be redirected towards core biodiversity conservation activities. As such iSimangaliso is currently completing the feasibility studies for renewable energy facility

management, processes, financial model and delivery vehicle.

- 8.3. iSimangaliso through a power purchase agreement is looking to produce renewable energy within the Park. The metered renewable energy will be delivered from the renewable energy installation and metered by iSimangaliso to all tourism operators within the Park.
- 8.4. All Concession Agreements and/or leases will have material clauses obligating private operators to purchase renewable energy as and when iSimangaliso finalise the facility management initiative.
- 8.5. iSimangaliso intends to provide utilities services to the private operators as follows:
 - 8.5.1. Solid waste: provision of a systematic control of the collection, storage, transportation, processing, and disposal of solid waste to minimise its impact on the environment and public health.
 - 8.5.2. Sewerage: overseeing wastewater and drainage systems to maintain sanitation standards. Includes regular inspection, unclogging pipes, and managing wastewater treatment facilities for eco-friendly disposal.
 - 8.5.3. Broadband connectivity: Provision and maintenance of high-speed internet connectivity for homes, businesses, and communal spaces. Includes setup, troubleshooting, bandwidth management, and upgrades for optimal user experience.
 - 8.5.4. Water: ensures the continuous and safe supply of potable and non-potable water for in the Park. The scope will include leak detection, water quality testing, and maintenance of pumps, pipelines, and storage systems

9. CONCESSION AGREEMENT

- 9.1. The draft Concession Agreement is included in annexure 5 of the RFP document and will be published on the iSimangaliso's website during the course of the tender process. The Bidder is required to carefully and thoroughly go through the draft Concession Agreement, mark it up for any amendments as the Bidder considers necessary. The referred to draft Concession Agreement is the basis on which the final Concession Agreement, for the Project will be concluded. iSimangaliso will attend to any queries and clarifications raised in connection with the draft Concession Agreement, in accordance with the clarifications procedure outlined in section 10 and 13 of this RFP.
- 9.2. iSimangaliso reserves the right to modify or otherwise amend, supplement or clarify the

Concession Agreement at any time. iSimangaliso shall not incur any liability whatsoever in exercising any rights in this Paragraph 9.2 or otherwise granted in this RFP, Concession Agreement or available under the laws of the Republic of South Africa.

10. BID RULES

10.1. General

- 10.1.1. This RFP supersedes all other communications between the iSimangaliso and the Bidder.
- 10.1.2. iSimangaliso reserves the right to change the bid timetable or otherwise amend, supplement or clarify this RFP at any time. 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. 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.
- 10.1.3. iSimangaliso has the right to accept the Bid in whole, in part or not at all.
- 10.1.4. 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 decisions to put in a proposal.

10.2. Official Bid Representative

- 10.2.1. iSimangaliso has appointed an Official Bid Representative for purpose of superintending over this bid. The Official Bid Representative is responsible for monitoring the bid process and is the point of contact in all communication on matters concerning the bid and the bid process.

10.3. Correspondence

- 10.3.1. 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 iSimangaliso or board or staff member of the iSimangaliso in relation to this tender, unless prior written permission thereof has been obtained from the Official Bid Representative. Failure to adhere to this stipulation may lead to disqualification.
- 10.3.2. 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 formal official written amendments, supplements or clarifications to this RFP by the Official Bid Representative may be relied upon as authorised.

- 10.3.3. 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.
- 10.3.4. In special circumstances, the Bidder may request that a question and the response thereto be treated confidentially. In such an instance, iSimangaliso, in its sole discretion, may circulate the question and answer to that Bidder only or to all Bidders.
- 10.3.5. The onus is on the Bidder to ensure that correspondence is received by iSimangaliso.
- 10.3.6. The tender will be conducted in accordance with the terms of this RFP and the laws of the Republic of South Africa.

10.4. Expenses

- 10.4.1. 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. iSimangaliso will not compensate Bidders for any such costs, expenses or losses, regardless of the outcome of the Bid.

10.5. Identity of Bidders

- 10.5.1. The Bid must be accompanied by an affirmation stating that the Bid contents are true and correct and meet all the criteria in the RFP. Refer to Annexure 6.
- 10.5.2. A Bidder may be a single company or special purpose vehicle ("SPV"). The Bidder must meet the operational and financial criteria as contained in this document.
- 10.5.3. Public Institutions are specifically excluded from submitting proposals or bidding for the tender.
- 10.5.4. Each submission must set out, in detail, the structure that will be adopted for the SPV entity. The shareholders should be clearly identified, and their roles and responsibilities listed. The submission should list the equity, ownership and directorships held by shareholders. iSimangaliso requires that an interested Bidder submits a bid as a company(existing) or create a newly formed special purpose vehicle ("SPV"). The sole purpose of the SPV shall be to undertake the Project. Where any participants in the

SPV are not shareholders, but will be integrally involved in the operation of the SPV, such participants shall be listed. The SPV shall be legally constituted prior to the Bid date.

- 10.5.5. As the PPP project might require a substantial amount of capital investment, Bidders must demonstrate their ability to raise debt and equity and to provide security in the form of bid and performance bonds, to iSimangaliso's satisfaction.
- 10.5.6. Bidders shall also be required to provide information on ownership of the entities of which the Bidders are comprised, together with organograms reflecting the ownership proportions.
- 10.5.7. iSimangaliso reserves the right to request, at any time, additional information or documentation from Bidders.

10.6. Bidder's Responsibilities

- 10.6.1. The Bidder is responsible for its own due diligence investigation in connection with the bid 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 bid, other than the representations and undertakings of the iSimangaliso set out in the RFP.

10.7. Acceptance of Terms & Conditions of the Tender

- 10.7.1. 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.

11. DISQUALIFICATION

- 11.1. A Bid may be disqualified, amongst other things, if the Bidder, any of its members, directors, partners, or shareholders:
 - 11.1.1. has an unappealable judgement;
 - 11.1.2. is in arrears in respect of any amounts owing to iSimangaliso and they are no plans in place to pay;
 - 11.1.3. 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;

- 11.1.4. 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 iSimangaliso terminated or cancelled for non-delivery.
- 11.1.5. has been convicted of any offence under the Companies Act without the option of a fine, or of fraud or corruption related crimes;
- 11.1.6. has, in the opinion of iSimangaliso attempted to exercise influence during the Bid process;
- 11.1.7. has colluded or attempted to collude with other Bidders during the Bid process
- 11.1.8. appears in the National Treasury Database of restricted Suppliers; or
- 11.1.9. is not registered on the CSD National Treasury database.
- 11.2. A Bid may be disqualified if the PPP offer is ambiguous or if the Bid is conditional.
- 11.3. A Bid shall be disqualified if:
 - 11.3.1. the 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 (this includes unlawful occupation of land and non-compliance with EIA or other laws);
 - 11.3.2. the Bidder does not provide evidence of adequate public-liability insurance or documentary proof of application thereof.
 - 11.3.3. 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 thereof, as well as registration with a relevant tourism body.
 - 11.3.4. the bidder fails to provide an undertaking that they consent to the requirements of iSimangaliso's utilities and facilities management stipulation in section 8.

12. INCOMPLETE BIDS

- 12.1. The following shall apply to incomplete bids:
 - 12.1.1. The bid evaluation committee shall check Envelope 1 of each bid to see whether all the documentation that this RFP requires has been submitted correctly.

- 12.1.2. If the bid is not complete or something in it is not clear, the bid evaluation committee may, but is not obliged to, request the Bidder to provide further clarification and/or more information. Communication in this regard shall be in writing. No substantial changes to the bid shall be requested for or allowed, except when there is a clear mistake in the bid.
- 12.1.3. iSimangaliso may but is not obliged to disqualify a bid that is not complete or requires clarification without a request for further information.
- 12.1.4. 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.

13. BID PROCESS INFORMATION

13.1. Bid Timetable

An indicative timetable for this Bid process is as follows:

Event	Date
Advertising and RFP issued	28 Mar 2025
Registration for Due Diligence Site Visits. RSVPs to be emailed to: ppp@isimangaliso.com	3 Apr to 17 Apr 2025
Due Diligence Site Visits	24 Apr to 09 May 2025
Registration for Bidders Conference. RSVPs to be emailed to: ppp@isimangaliso.com	05 May to 09 May 2025
Bidders Conference (Platform to be advised)	09 May 2025
Questions of clarification - closing date	30 May 2025
Feedback of Questions of clarification	06 June 2025
Bid submission closing date	23 June 2025 (12H00)

Table 3: Bid Time Table

13.2. Bid Process

- 13.2.1. After the RFP is issued, Bidders may raise questions of clarification in accordance with section 10.3 and 13.1.

13.2.2. Bidders who require clarification:

13.2.2.1. 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.

13.2.2.2. 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.

13.2.3. Bids will be evaluated according to the criteria set out in the evaluation section.

13.2.4. 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 Authority, the Bid may be disqualified. Bidders must be prepared to provide information on short notice.

13.2.5. The Preferred and Reserve Bidders will be recommended by the bid evaluation committee. The Bid Evaluation Committee recommendations will be reviewed for approval by the Bid Adjudication Committee. Should the proposal by the Preferred Bidder be recommended by the Bid Adjudication Committee, the Preferred Bidder shall be required to engage in negotiations with iSimangaliso. Upon successfully concluding such negotiations, iSimangaliso may proceed to conclude the signing of the Concession Agreement with the Preferred Bidder. The winning Bid of the Preferred Bidder and the reserve bid may be announced after the signing of the Concession Agreement between iSimangaliso and the Preferred Bidder. Where a successful Preferred Bidder declines the award, or does not comply with the requirements for award, iSimangaliso may consider the reserve bid, enter into negotiations with the Reserve Bidder, with the aim of awarding the Bid to the Reserve Bidder, should they be successful.

13.2.6. The bid submission from each Bidder must contain all the information necessary for the iSimangaliso to evaluate the PPP fee offer, Bidders' existing B-BBEE rating and functionality capabilities of the Bidder. Bidders are required to submit two sealed envelopes in accordance with the directions below:

13.2.6.1. The **first envelope** shall be clearly marked **"Functionality - original"** on the outside and shall contain all the original non-financial information.

13.2.6.2. The **second envelope** shall be clearly marked **"Bidder B-BEE Proposal/Commitment and PPP Fee Offer"** on the outside and will only be opened and evaluated if the minimum threshold for functionality is met.

14. SITE VISITS AND DUE DILIGENCE

14.1. The Site Visit and Due Diligence process shall be organised for the Bidders with the following objectives:

14.1.1. to provide all Bidders the opportunity to ascertain all information they need to present informed and competitive bids for the proposal; and

14.1.2. to ensure that such access to information is equal for all Bidders.

14.1.3. Due Diligence site information will be provided to Bidders by means of a site visit to the Charters Creek Resort Project Site as indicated in paragraph 13.1. Details on the site visit and where to meet can be obtained from Official Bid Representative.

14.1.4. Attendance is non-compulsory, but highly recommended. Attendance will inform Bidders of possible challenges and opportunities that may or may not have an impact on the feasibility studies to be conducted by Bidders and will further serve to ensure the accuracy of viabilities conducted for the facility.

14.1.5. For this purpose, all interested Bidders are required to register for this site visit by sending their Names, Company, Contact telephone and e-mail to: Official Bid Representative at E-mail: ppp@iSimangaliso.com

14.1.6. Please note that travelling and accommodation costs for this visit shall be for the Bidder's own account.

14.1.7. Each Bidder shall be solely responsible for its own due diligence investigation of the investment opportunity, the proposed Concession Agreement terms and all matters relating to this RFP. Neither iSimangaliso nor any of their respective officers, employees, agents or advisers makes any representation or warranty, express or implied, concerning any matter affecting the PPP opportunity, except for the representations and warranties of iSimangaliso that will be set out in the Concession Agreement.

14.1.8. A non-compulsory bidder's conference will be held on the date stipulated on the timetable. All interested bidders are required to register for the bidders' conference by sending their names, contact telephone and e-mail address to Official Bid Representative e-mail: ppp@iSimangaliso.com.

15. BID SUBMISSION

15.1. Bids must be submitted to:

The Official Bid Representative

The iSimangaliso Wetland Park Authority

The Dredger Harbour

St Lucia 3936

15.2. Bid Submissions should be made before **12H00 on 23 June 2025** (the “Bid Date”).

16. CONTENT AND SUBMISSION OF BIDS

16.1. Bids and all related correspondence and documents must be in English.

16.2. Bidders must submit their bids in two sealed envelopes clearly marked envelope 1 and 2. The first envelope will include all documents required for evaluation on functionality and the second envelope will only include the B-BBEE/Specific goals proposal and PPP fee.

16.3. In the envelope 1 the following shall apply. One original and three hard copies, and one electronic copy of the Bid must be submitted. The electronic copy must be submitted on flash-drive clearly labelled with the bidder's name. The financial model must be in an editable format preferably Microsoft Excel.

16.4. Bids must be addressed to the Official Bid Representative, iSimangaliso Wetland Park Authority.

16.5. Bids must be submitted at the iSimangaliso Authority's offices at the Dredger Harbour, St Lucia, KwaZulu Natal, 3935

16.6. The closing date and time for Bids is as indicated in the table in paragraph 13.1

16.7. The first Envelope (Envelope 1) shall be clearly marked Functionality and shall contain all the original non-financial aspects of the submission.

16.8. The Bid submission must include the following which is to be put in envelope 1:

16.8.1. a cover page in the form set out in Annexure 6;

16.8.2. the Bidder information specified in Annexure 1 Section 1 and Annexure 2;

16.8.3. the business and operational plan referred to in Annexure 1 Section 2 and Annexure 2;

16.8.4. the environmental and greening considerations referred to Annexure 1 Section 3 &

Annexure 2;

- 16.8.5. the Risk Matrix specified in Annexure1 Section 5 and Annexure 2.
- 16.8.6. an original bid and performance bond from a reputable bank in a form substantially similar to that set out in Annexure 11
- 16.8.7. the marked-up Concession Agreement as per the draft Concession agreement provided by iSimangaliso with this RFP. The bidder shall be required to submit the marked-up and duly completed draft Concession Agreement, enclosed in a separate sealed envelope. The sealed envelope containing the marked-up draft Concession Agreement shall be placed inside Envelope 1.
- 16.8.8. Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable iSimangaliso to view the taxpayer's profile and tax status.
- 16.8.9. If the bidder/s where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / PIN.
- 16.9. **The Bid submission must include the following which is to be put in envelope two (Envelope two shall be clearly marked "Bidders Proposed B-BBEE Commitment /Specific Goals & PPP Fee Offer**
 - 16.9.1. the PPP fee offer provided for in Annexure 1 Section 7 and Annexure 4;
 - 16.9.2. the proposed BBEE Project Scorecard Commitment (Specific goals) as per Annexure 3
- 16.10. **VERY IMPORTANT: An electronic copy containing all the Sections (clearly marked) of the bid submission should be submitted on USB disk. The Sections should be in non-edited PDF form and will be used for evaluation purposes. Please note that the PPP fee offer should be in a separate USB disk in electronic format clearly labelled with the Bidder's name. Bidder must submit financial model in an editable format preferable MS Excel.**
- 16.11. The bid validity period for this RFP is **120 days**.

17. HOW THE BIDS WILL BE OPENED

- 17.1. The Official Bid Representative shall separate Envelopes 1 and 2 of all the bids. The unopened Financial Envelopes shall be locked away for safekeeping until they are

opened following the evaluation of the bids.

- 17.2. The Functionality Envelopes shall be opened by members of a Bid Evaluation Committee representing iSimangaliso in the presence of iSimangaliso's Official Bid Representative.

18. EVALUATION CRITERIA

- 18.1. Bids will be evaluated on these main elements: Compliance, Functionality, Bidder's proposed B-BBEE commitment (Specific goals) and the PPP Fee Offer.
- 18.2. Envelope 1 shall contain documents compiled by the bidder in response to this RFP for purposes of compliance and functionality elements and it shall be the first envelope to be opened. The bidder must score at least 70% for functionality requirements.
- 18.3. Envelope 2 shall contain the Bidder's proposed B-BBEE commitment/Specific Goals plan, as well as the PPP Fee Offer (Pricing) and the envelope shall only be opened and evaluated for a Bidder that meets the minimum threshold under functionality criteria.
- 18.4. Bid responsiveness to the Mandatory Requirement:
 - 18.4.1. In the first stage of evaluation, iSimangaliso shall assess the Bids responses for responsiveness to the mandatory and other administrative requirements. This includes assessing whether all the required documentation has been submitted by a Bidder in the manner and form prescribed in this RFP.
 - 18.4.2. Failure by a Bidder to respond adequately to any of the requirements of this RFP shall have an adverse impact on the evaluation of its Bid and shall entitle iSimangaliso, in its sole discretion, to disregard that Bidder's Bid and to disqualify that Bidder from participating in the Bid.
 - 18.4.3. iSimangaliso reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the iSimangaliso in respect of such Bid.

19. SCORING FOR FUNCTIONALITY (ENVELOPE 1)

- 19.1. The functionality aspects of a bid will be scored out of 100 points. A Bidder must achieve a minimum threshold or qualifying score of 70% for functionality. Functionality is made up of the elements and weights as outlined in table 4 below:

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

Table 4: Functionality Weighting and Score

19.2. The minimum threshold or qualifying score for any functional criteria subcategory as indicated in table 4 (that is Financing & Capital plan, Business and Operational Plan, Environmental & Green Proposal and Risk Matrix) is 50%.

19.3. The following outlines the objective for each element which is to be read in conjunction with Annexure 8:

19.4. Financing and Capital plan (30%)

19.4.1. Bidder is expected to provide financing information in line with the requirements set out in Section 2 – Financing and Capital Plan.

19.4.2. 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. The plan shall 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. The Bidder is required to indicate the availability of financial resources and the readiness for the deployment of such resources should the Bid be successful.

19.5. Business and Operational Plan (40%)

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

19.5.2. The purpose of the evaluation of the Business and Operations to ensure that the 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 the functional evaluation criteria given in this RFP.

19.6. Environmental and Green Considerations (20%)

- 19.6.1. iSimangaliso shall review environmental plans submitted by the Bidders regarding the PPP opportunity.
- 19.6.2. The Bidder shall identify key environmental issues in relation to the Concession and provide explanations as to how each of them will be addressed during operations.
- 19.6.3. The Bidder shall list green practices used and to be implemented.
- 19.6.4. Declaration of environmental track record must be submitted by the Bidder.

19.7. Risk Matrix (10%)

- 19.7.1. The Bidder shall indicate the extent to which the bid complies with the risk allocation of the risk given in Section 5 - Risk Matrix and Annexure 5 of this document with reference to the Concession Agreement.

20. PPP FEE OFFER & B-BBEE PROJECT SCORECARD COMMITMENT/SPECIFIC GOALS (ENVELOPE 2)

- 20.1. If the Bidder meets the minimum threshold for functionality, Envelope 2 shall be opened.**
- 20.2. The Preferential Procurement Policy Framework Act, 2000 (PPPFA) and PPPFA regulations, 2022 wherein will apply with an 90/10 split between the PPP Fee Offer and the Bidder's project scorecard commitment/specific goals respectively.
- 20.3. The PPP Fee Offer and the Bidder's existing B-BBEE rating/specific goals are scored out of a total 100 points.
- 20.4. The following table outlines the final score weightings:

PPP Offer	Specific Goals
90%	10%

20.5. PPP OFFER

20.5.1. Under the Concession Agreement, the PPP fee income to iSimangaliso shall be, as outlined in Section 7 – PPP Fee Offer, the higher of:

- the Minimum PPP Fee, which is increased annually by CPI,
- or the Variable PPP Fee that is expressed as a flat percentage of the gross revenue of the operation earned by the private party in each project year.

20.5.2. 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. The Bidder should be aware that a minimum PPP fee might be applied. If the minimum is not reached, the contract might not be awarded.

20.6. 90/10 PREFERENCE POINT SYSTEM EVALUATION

20.6.1. The applicable preference point system for this tender is the 90/10 preference point system

20.6.2. A maximum of 90 points is allocated for the price on the following basis: 90/10

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Ps = Points scored for price of tender under consideration

Pt = PPP Fee off under consideration

Pmax = Price of the highest acceptable tender

20.6.3. A maximum of 10 points will be awarded for Specific Goals

20.6.4. In terms of Regulations 5(2) and 7(2) of the Preferential Procurement Regulations preference points shall be awarded for specific goals stated in the tender. For the purposes of this tender the Bidder shall be allocated points based on the goals stated in Annexure 3.

21. SELECTION OF PREFERRED BIDDER

21.1. The functionality score is only used to qualify the Bidder. Only Bidders who meet the

minimum thresholds and achieve the qualifying score of 70% for functionality are considered in the final stage where B-BBEE/Specific goals and the PPP Fee Offer shall be evaluated. Two (2) bidders will be selected from the evaluation process as the Preferred Bidder and the Reserve Bidder.

- 21.2. iSimangaliso shall calculate the scores of each bid in order to calculate an overall bid score.
- 21.3. The Bidder that receives the highest overall bid score will be accorded the Preferred Bidder status and the Bidder that receives the second highest overall bid score will be accorded the Reserve Bidder status.
- 21.4. Scores will be presented to the iSimangaliso Bid Adjudication Committee for review prior to the ratification by the CEO. A formal notification letter confirming selection of Bidders, shall be sent by the CEO to the Preferred and the Reserve Bidders.
- 21.5. Further to the ratification of the preferred bid by the iSimangaliso CEO, the Bid Evaluation Committee shall engage with the Preferred Bidder in a negotiations process to clarify any issues including the finalising of the marked-up draft Concession Agreement. These negotiations shall be concluded within one (1) month from notification of selection of the Preferred and the Reserve Bidder.

22. SIGNATURE AND EFFECTIVENESS OF CONCESSION AGREEMENT

- 22.1. A letter of award will be sent to the Preferred Bidder to confirm the Preferred Bidder's appointment as the awardee for the Bid. After the release of this letter, iSimangaliso shall aim to finalise the Concession Agreement document within two (2) weeks.
- 22.2. The Preferred Bidder shall be required to sign the Concession Agreement within two (2) weeks after receiving the Concession Agreement from iSimangaliso. Failure to meet this timeline may result in the cancellation of the award to the Preferred Bidder.
- 22.3. The Concession Agreement shall become legally binding and enforceable from the Signature Date.
- 22.4. In the event of a cancellation of award of bid to the Preferred Bidder, iSimangaliso reserves the right to initiate the process with a view to awarding the bid to the Reserve Bidder.

23. BOND (BID AND PERFORMANCE BOND)

- 23.1. At the time of submitting its bid, each Bidder must submit a single Bond in favour of

iSimangaliso in the format prescribed in Annexure 11

- 23.2. The value of Bid and Performance Bond is set at Seven Hundred And Fifty Thousand Rand Only (R750 000).
- 23.3. The posting of the Bond is for the purposes of ensuring that all the Bidders present valid and serious bids, comply with the bidding process to its conclusion and the winning bidder or awardee subsequently implements the PPP project according to the Concession Agreement and conditions therein.
- 23.4. The Bond must be valid from Bid submission until the Expiry Date of the Concession Agreement
- 23.5. The Bonds of all Bidders other than the Preferred and the Reserve Bidder shall be returned to them following signature by iSimangaliso of the Concession Agreement with the Preferred Bidder. Any monies paid by the Bidder into iSimangaliso's bank account in-lieu of the Bond shall be paid back to the Bidder after an original letter from the Bidder, is received by iSimangaliso, requesting for such a payment into the Bidder's bank account.
- 23.6. Any of the following shall be grounds for the forfeiture of a Bidder's Bond:
- 23.6.1. Any material misrepresentation made by the Bidder in its Bid Submission, or any other information and documentation submitted by it under this RFP;
- 23.6.2. The withdrawal or modification of its Bid during the period of validity;
- 23.6.3. Any default or breach by the Private Party during the term of the agreement; and
- 23.6.4. Any event caused by the Private Party that resulted in losses to iSimangaliso.
- 23.7. The Bond shall be called upon on a first demand basis by iSimangaliso if one or more of the circumstances described at Paragraph 23.6 above occurs. Forfeiture of the Bond shall not preclude iSimangaliso from pursuing any other remedies it may consider necessary against the Bidder under the laws of South Africa.
- 23.8. Please note: the Bid Bond shall at the selection of the Preferred Bidder be replaced by a Performance Bond once operation commences to the amount equal to Seven Hundred and Fifty Thousand Rand Only (R750,000) (VAT excl.) and will be increased annually on 1 April with CPI.**

24. COST RECOVERY ON INVESTMENT BY ISIMANGALISO

- 24.1. iSimangaliso has contributed to the improvements on the Charters Creek site. The aim for the improvements was to create an ambient accommodation facility that complies with the general building regulations together with the environmental regulations due to its location.
- 24.2. At the time of submitting its Bid, each Bidder must submit a letter to iSimangaliso indicating the amount of capital investment committed for planned upgrades or improvements on the concession assets.
- 24.3. The cost recovery on investment is payable to iSimangaliso only if the Bidder fails to provide verifiable proof of substantial upgrades or improvements planned for the existing assets. "Substantial upgrades or improvements" refer to capital investments exceeding the current book value of the asset as stipulated in the iSimangaliso's asset register.
- 24.4. The book value of the asset is determined by iSimangaliso in accordance with the Generally Recognised Accounting Practice (GRAP) standards, Auditor General's guidelines and iSimangaliso's Asset Management Policy.

25. PUBLICITY

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

26. FUNDING FOR TOURISM DEVELOPMENT

- 26.1. A number of Development Finance Institutions (DFIs), other financing institutions and support organisations can be engaged by the Bidder for possible financing arrangements for tourism PPP opportunities such as contemplated in this RFP.
- 26.2. Bidders requiring funding arrangements may privately approach the following institutions, inter alia for possible funding purposes:
- Development Bank of Southern Africa (DBSA)
 - African Development Bank (ADB)
 - Commercial Banks
 - Industrial Development Cooperation (IDC)
 - The Small Enterprise Development and Finance Agency (SEDFA)
 - National Empowerment Fund (NEF)
 - National Lottery Distribution Trust Fund

- Department Of Trade and Industry (DTI)
- Khula Enterprise Finance

27. INFORMATION PACK FOR BIDDERS

27.1. Refer to the following:

Request for Proposals document with the following annexures:

Annexure 1: Information Required

Annexure 2: Evaluation Criteria

Annexure 3: B-BBEE/ Specific Goals Obligations

Annexure 4: PPP Offer

Annexure 5: Concession Agreement (Separate Attachment)

Annexure 6: Cover Page and Declaration Form

Annexure 7: Form of Suretyship

Annexure 8: Environmental Declaration

Annexure 9A: Map of the Park

Annexure 9B: Project Site Conceptual Layout

Annexure 9C: Description of Project Site

Annexure 10: Park Zonation

Annexure 11: Wording of the Performance Bond

Annexure 12: Park and Activity rules

Annexure 13: Compulsory Checklist

Annexure 14: Integrated Management Plan

28. PREQUALIFICATION AND MANDATORY REQUIREMENTS

28.1. Failure to adhere to any of these requirements will result in disqualification:

28.1.1. Bidders shall submit one original and three hard copies and one soft copy of the bid on a USB stick. Failure to do so may result in the disqualification of your bid.

28.1.2. The Bidder shall demonstrate his financial capacity including providing proof of documents as requested in section 1A and Annexure 2 of this RFP document. Failure to do so may result in the disqualification of your bid.

28.1.3. The Bidder shall submit environmental and green operational commitments as requested in section 1D and Annexure 2 of this RFP document. Failure to do so may result in the disqualification of your bid.

28.1.4. The Bidder shall submit B-BBEE commitments/Specific goals as requested in section 1E and Annexure 3 of this RFP document. Failure to do so may result in the

disqualification of your bid.

- 28.1.5. The Bidder shall submit business and operational plan as requested in Annexure 2 of this RFP document. Failure to do so may result in the disqualification of your bid.
- 28.1.6. The Bidder shall submit marketing plan as requested in Annexure 2 of this RFP document. Failure to do so may result in the disqualification of your bid.
- 28.1.7. The Bidder shall submit health and safety plan as requested in Annexure 2 of this RFP document. Failure to do so may result in the disqualification of your bid.
- 28.1.8. The Bidder shall submit environmental proposal as requested on item 3 of Annexure 2 of this RFP document. Failure to do so may result in the disqualification of your bid.
- 28.1.9. The Bidder shall submit commitment to undertake utilities and facilities management in line with iSimangaliso's utilities and facilities management as outlined in section 8 of this RFP document. Failure to do so may result in the disqualification of your bid.
- 28.1.10. The Bidder shall submit bid/performance bond in line with clause 23 and annexure 11 of this RFP document. Failure to do so may result in the disqualification of your bid.
- 28.1.11. The Bidder shall complete the declaration form and attach proof of authorisation as per annexure 6 of this RFP document. Failure to do so may result in the disqualification of your bid
- 28.1.12. Bidders shall submit their bids in two sealed envelopes clearly marked envelope 1 and 2. The first envelope will include all documents required for evaluation on functionality and the second envelope will only include the B-BBEE/Specific goals proposal and PPP fee. Failure to do so may result in the disqualification of your bid.
- 28.1.13. Bidders shall submit together with his proposal a marked-up Concession Agreement. Failure to do so may result in the disqualification of your bid.
- 28.1.14. Bidders shall initial each and every page of his bid submission. Failure to do so may result in the disqualification of your bid.

28.1.15. Bidders shall submit their experience as outlined in the table. Failure to submit this information may lead to disqualification.

#	Similar existing or past similar tourism facilities operated	Location	Capacity of the facility	Capital/ Funding Raised	Revenue generated per annum	Type and range of visitors (domestic & foreign)	Memberships of relevant tourism organisations or associations	No. of Employees	Contract Term
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

29. ANNEXURE 1: INFORMATION REQUIRED

1. The Bid Submission must comprise a number of sections.
 - 1.1. Each section must have a tabbed covering page clearly setting out the section number and the name of the section, e.g., Section 1: Bidder Information.
 - 1.2. Labelled file dividers must be used to separate each of the sections.
 - 1.3. The pages must be numbered.
 - 1.4. The document must be appropriately bound.
 - 1.5. The document must include a contents page with cross-references to the items each Section i.e. 1 to 7 below, for example:

Description	Page Number	Reference to RFP
Name, address, telephone #	1	13.1

- 1.6. The cover of the Bid submission must comprise the document in Annexure 6.
- 1.7. All the information requested below must be provided also refer to Annexure 2 and Annexure 3 for the pertinent information required: incomplete sections may be scored zero or the entire submission may be disqualified if information called for is not provided.
- 1.8. Note The RFP should be included in the Bid submission.

2. SECTION 1A: QUALIFICATION SUBMISSIONS

- 2.1. Financial Capacity (Also refer to Annexure 2)
 - 2.1.1. Bidder must demonstrate financial strength. In this regard:
 - 2.1.1.1. The Bidder must submit audited or independently reviewed financial statements corresponding to the last three (3) years, in case of an SPV, parties forming the SPV must submit the last three year audited financial statements;
 - 2.1.1.2. The net asset value of the Bidder must be at least R5 million. If the Bidder is a consortium or joint venture, it must demonstrate financial strength with reference to the

asset value of its partners/shareholders in proportion to their shareholding.

- 2.1.1.3. The Bidder must demonstrate to iSimangaliso that they have sufficient cashflow to fund at least three months operational expenditure of the Charters Creek resort; and
- 2.1.1.4. The Bidder must also demonstrate to iSimangaliso's satisfaction, that it (or in the case of a consortium or joint venture, its partners/shareholders) is solvent. A letter from a qualified auditor confirming that the asset value exceeds the stipulated amount and that the Bidder is solvent shall be provided in this regard.
- 2.1.2. If the qualification criteria are being met by reference to any other companies whether current or intended Shareholders or partners, then these companies must submit the same information.
- 2.1.3. If the financial criteria are being met by companies which are privately held and do not produce audited statements or by private individuals then these companies or individuals must produce a statement of assets, with confirmation of ownership certified by a qualified auditor.

2.2. Tourism experience

- 2.2.1. The project requires bidders with substantial experience and expertise in the tourism market. Interested Bidders are therefore required to provide examples of similar projects conducted in the past. If the Bidding company consists of multiple partners who form a new company or SPV for the purposes of undertaking the PPP opportunity, then the SPV can meet this criterion with reference to the qualifications of the lead company in the SPV or the lead company's parent shareholders or partners in the bidding company, provided that the relevant shareholder/partner holds at least 30% of the total equity in the company that will undertake the PPP opportunity. The bidder must be able to meet the following track record:
 - 2.2.1.1. A tourism resort Developer and Operator and/or Hospitality Management
 - 2.2.1.2. Experience: Demonstrated capacity to oversee at least one operational property with 30 beds apiece. According to the Tourism Grading Council, properties developed and operated must be rated as at least three or four stars and supporting documentation must be submitted for bid purposes.
 - 2.2.1.3. Participants in the bidding entity shall be organisations with a track record of a minimum of 5 years.

- 2.2.1.4. To verify that bidder meets the required tourism experience qualification requirements. iSimangaliso may conduct due diligence site visits at the bidder's facilities to verify the bidder's tourism experience. This may only apply to bidders that meet the minimum threshold score on the functionality phase evaluation criteria. The submission of a Bid implies agreement with this requirement.

2.3. Environmental and Green Operation Commitments

- 2.3.1. The Bidder must submit a statement of the Bidder's environmental track record in undertaking projects, and any warnings, fines or the like that have been received regarding environmental infringements from any relevant authority; and
- 2.3.2. The Bidder is to submit a brief method statement discussing the process and methodology that will be applied to obtain the GSSA EBP 3-4 Star target or similar and maintain its membership annually on an ongoing basis.
- 2.3.3. The Bidder shall be required to confirm that PPP opportunity shall be operated in accordance with the green star rating establishment or similar.
- 2.3.4. Failure to meet these requirements may lead to disqualification.
- 2.3.5. For additional information required refer to Annexure 2.

3. SECTION 1B: BIDDER INFORMATION

- 3.1. Bidders must provide the following information in Section 1 of their Bid Submissions, labelled "Section 1: Bidder Information" (Failure to provide this information may lead to disqualification):

3.1.1. Company Constitutional Information

- 3.1.1.1. A bidder may form a special purpose vehicle ("SPV") or use an existing company, for the purposes of bidding for this PPP opportunity. Failure to do so may result in the bid being disqualified. The following must be specified:

- The name, address, telephones and fax numbers of Bidder, and the trading name of the Bidder if different from the registered name.
- Directors/Partners/Trustees and their responsibilities. Place of registration.
- Registration number.
- Memorandum and Paragraphs of Association (or equivalent constitutive documents).
- Shareholders Agreement/Partnership or Joint Venture Agreement/Trust Deed.

- Direct shareholder(s) joint venture, partner or beneficiary and percentage shareholding or other beneficial interest or participation held by each; if there is more than one class or share or funding the percentages held by each.
 - name, address, and telephone and fax numbers of Bidder and trading name of Bidder if different from its registered name;
- 3.1.1.2. 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
- 3.1.1.3. 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;
- 3.1.1.4. the last two or three years audited and or independently reviewed or professionally-certified annual financial statements of the Bidder;
- 3.1.1.5. 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.
- 3.1.1.6. the lease agreements or other legal documents relating to occupation of land and buildings for residential and business purposes.

4. SECTION 1C: BUSINESS AND OPERATIONAL PLAN

- 4.1. The Bidders must provide the undermentioned information in Section 1C of its Bid submission, labelled *Section 1C: Business & Operational Plan*. **Note: Information in Annexure 2 should be included in this section.** 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.

4.2. Business rationale & objectives -

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

4.3. General information about the business – describe or explain:

- 4.3.1. whether this is an existing business or a new business.
- 4.3.2. the form of the business entity, i.e., sole proprietorship, partnership, close corporation or company.
- 4.3.3. the proposed staffing structure (number of people, positions, qualifications and years' experience generally and extent of local knowledge);
- 4.3.4. the location of the business.
- 4.3.5. its basic infrastructure (offices, staffing, marketing);
- 4.3.6. the length of time the business has been operating (if existing);
- 4.3.7. number of years' experience of the parties who will be in active control of the operations.
- 4.3.8. branding – existing (if any) and proposed.
- 4.3.9. if the Bidder is part of a larger group or company –
- 4.3.10. particulars of the larger group or company; and its relationship to the Bidder.

4.4. Product concept and operating method describe or explain:

- 4.4.1. the Accommodation, restaurant and related tourism activities and its extent;
- 4.4.2. safety and emergency measures;
- 4.4.3. booking system;
- 4.4.4. type of equipment (whether new or existing) and whether it will be provided by the Bidder or the customer (i.e., patron or user);
- 4.4.5. number and type of staff;
- 4.4.6. other important features of the Resort;
- 4.4.7. relationship with other entities that will be involved in the marketing and operating of the business;
- 4.4.8. number and type of administrative/back-of-house staff;
- 4.4.9. enumeration of an expected “typical day of operation from beginning to end;
- 4.4.10. connection with the market analysis referred to below.

4.5. Documentation/certification - provide copies (as applicable) of:

- 4.5.1. public-liability insurance certificates or policy;
- 4.5.2. Certificate of Roadworthiness (COR) and Professional Driving Permit (PDP) certificates for tour guides where applicable;
- 4.5.3. South African Maritime Safety Authority (SAMSA) certification for Boat cruises where applicable;
- 4.5.4. skipper's tickets where applicable;
- 4.5.5. tour-guide accreditations;
- 4.5.6. proof of registrations with any relevant industry bodies.

4.6. Market analysis - describe or explain:

- 4.6.1. 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);
- 4.6.2. target markets identified (demographics, seasonality, source, etc);
- 4.6.3. quantified/estimated likely future demand in the target markets identified (e.g., domestic, foreign);
- 4.6.4. intended price list (benchmarked against current prices elsewhere, if any).

4.7. Financial viability –

- 4.7.1. Bidders must complete the template under Annexure 3 issued with this RFP

5. SECTION 1D: ENVIRONMENTAL & GREEN CONSIDERATIONS

- 5.1. Bidders must provide the following information in Section 3 of their Bid Submissions labelled *Section 3: Environmental & Green Considerations*:
- 5.2. the key environmental issues in relation to the resort with an explanation as to how each of them will be addressed during operations;
- 5.3. Confirmation of any warnings, fines or the like that have been received regarding environmental infringements from any relevant authority; and

5.4. The operator is to submit brief method statement discussing the process and methodology that will be applied to obtain the GSSA EBP 3-4 Star target or similar and maintain its membership annually on an ongoing basis.

5.5. Additional information from Annexure 2 must be provided.

6. SECTION 1E: BLACK ECONOMIC EMPOWERMENT

6.1. Bidders must provide the following in Section 1E of their Bid Submissions labelled Section 1E: Black Economic Empowerment. Bidder should provide written explanations about:

Ownership: -

6.2. 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;

6.3. other BEE shareholdings and equity interests or board positions not related to this Activity or business and level of involvement in these other businesses.

6.4. Strategic management & employment equity -

6.5. a diagram showing the organisational structure, the names, gender and designations of employees, and the levels of the positions in relation to each other.

6.6. 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 (i.e., positions dealing with guests) must be Local- community posts.

Procurement –

6.7. particulars of the current (if existing business) and/or proposed percentage procurement spend (clearly describing the nature of the goods and services) on:

6.7.1. BEE suppliers; and

6.7.2. Local-community suppliers.

6.8. Commitment by bidder indicating that all laundry services for the resort will be procured from the local community.

- 6.9. Commitment by bidder indicating that maintenance services to the resort in particular plumbing and electrical services will be procured from the local community.

Training & staff development -

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

Corporate social responsibility -

- 6.12. Bidders should propose enterprise development and corporate social investment (CSI) the Bidder proposes to engage in, the activities must be listed, together with a description of the Activity as well as the proposed expenditure relating to it.

NB: Bidders should put all the above information and other information required in Annexure 2 under evaluation in envelope 1. The Bidder's B-BBEE Commitment/ Specific Goals Proposal should be put in Envelope 2.

7. SECTION 1F: THE PPP FEE OFFER (TO BE PUT IN ENVELOPE 2)

- 7.1. The Bidder must offer a monthly PPP fee, of not less than the minimum PPP fee set by iSimangaliso. This PPP fee will escalate annually by CPI.
- 7.2. The PPP fee will be payable monthly in advance to iSimangaliso on the first day of each month.
- 7.3. In addition, the Bidder must offer a variable PPP offer in terms of percentage of revenue per annum.
- 7.4. The final PPP fee for the successful bidder will be the offered fixed amount or the variable percentage offered whichever is higher.
- 7.5. The PPP fee must coincide with that provided for in the financial projections referred to by the Bidder.

30. ANNEXURE 2: FUNCTIONALITY EVALUATION REQUIREMENTS

1. The Bidder should provide the information required as per the below functionality schedule.
 - 1.1. The Bidder shall ensure it has responded as per the format and order required for each element and sub-element of the functionality schedule in the manner prescribed i.e., undertaking, detailed plan, detailed description, additional proof or reference documents. Should iSimangaliso not find the information it will be regarded as not submitted and scored zero (0) points.
 - 1.2. The Bidder shall note the weighting, sub weightings and total maximum score applied in compiling its Bid offer.

#	Functionality Criteria	Scoring	Maximum Subtotal/ Weighting	Maximum Total
1.	FINANCIAL & CAPITAL PLAN			30%
1.1.	Existing Business Finances		20%	
1.1.1.	Provide a recent auditor's report confirming that all the members of the Bidder are solvent and liquid. If a member of the Bidder does not produce audited or independently reviewed financial statements.		20%	
1.2.	Financial and Capital Plan		80%	
1.2.1.	Indicate how much capital will be required to fund the operational expenditure (including staff expenses), where it will come from (own capital, grants, loans) and the expected amount and terms (interest rate, repayment period, security) of any proposed loans.		20%	
1.2.2.	Confirmation of whether the necessary financing has been secured, and if so, provide appropriate proof in the form of Bank Letter/confirmation.		30%	
1.2.3.	A cash flow forecast (net of VAT) for the term of the Concession Agreement (NB: Whilst the cash flow forecast shall be compiled to include PPP Fees, bidders shall not indicate a line item for the PPP fee at this stage). This may be in a spreadsheet format of the Bidder's choice, but must at least present the required information. (See suggested format on item 1.3)		30%	
2.	BUSINESS & OPERATIONAL PLAN			40%
2.1.	Background of Bidding Company & Existing Business		35%	
2.1.1.	Status of the Bidding Entity		10%	
a.	Bidding entity (or the various entities that will comprise the SPV) registered and established business for the minimum period specified.		5%	
b.	The bidder's objectives, the company, the concept and product and service offered are aligned to and supportive of the concessions business		5%	

2.1.2.	Bidder's Existing Relationship with Tour Operators		15%	
a.	<p>The Bidding entity to demonstrate the existing live relations with existing Tour Operators. The bidder must submit proof in the form of contactable references attached to this proposal.</p> <p>Provide evidence of live and ongoing partnerships with reputable tour operators. Examples include:</p> <ul style="list-style-type: none"> Signed contracts or partnership agreements. Letters of confirmation or collaboration from tour operators. Proof of joint marketing campaigns, packages, or itineraries. <p>In the letter of confirmation ensure that for each tour operator mentioned, the following is provided:</p> <ul style="list-style-type: none"> Name of the organisation. Contact person's name, designation, email, and phone number. Mention the nature and duration of the relationship. 	<p>5+contracts/ reference letters/ letter of confirmation/ marketing campaigns = 100%</p> <p>5 contracts/ reference letters/ letter of confirmation/ marketing campaigns = 75%</p> <p>3-4contracts/ reference letters/ letter of confirmation/ marketing campaigns = 50%</p> <p>1-2contracts/ reference letters/ letter of confirmation/ marketing campaigns = 30%</p> <p>0 contracts/ reference letters/ letter of confirmation/ marketing campaigns = 0%</p>	15%	
2.1.3.	Bidders' Experience		10%	
a.	The Bidder's track record on and knowledge of existing products or activities offered in the tourism industry. Reference letters must be submitted together with the proposal	<p>5+years = 100%</p> <p>5 years = 75%</p> <p>3-5 years = 50%</p> <p>1-2 years = 25%</p> <p>1 year and less = 0</p>	2.50%	
b.	Number of similar existing or past similar tourism facilities operated	<p>FALSE</p> <p>3-5 -75%</p> <p>2 =50%</p> <p>1= 25%</p>	2.50%	

c.	Size of existing and past operations with tourism facilities and services (revenue and capacity – expressed either in number of facilities/establishments or number of beds)	<p>Large/High (Revenue above R100 million pa and 8+facilities=100%</p> <p>Good/Acceptable (Revenue of R75 to R100 million pa and 5-7 facilities) = 75%</p> <p>Medium (Revenue of R30 to R75 million pa & 3-5 facilities) = 50%</p> <p>Limited (Revenue of R20 to R30 million pa & 2 facilities) = 25%</p> <p>Small/Low (Revenue<R20 million pa and 1 facility) = 0</p>	2.50%	
d.	Type and range of tourists/guests/visitors (domestic and foreign) handled at tourism facilities and split thereof	<p>Extensive = 100%</p> <p>Good = 75%</p> <p>Reasonable = 50%</p> <p>Limited = 25%</p> <p>Poor = 0</p>	2.50%	
2.1.4.	Proven Tourism Track Record of Bidding Entity(s)		10%	
a.	Number of years' experience in tourism facilities and markets relevant to the Concession's business	<p>5+years = 100%</p> <p>5 years = 75%</p> <p>3-5 years = 50%</p> <p>1-3 years = 25%</p> <p>1 year and less = 0</p>	5%	
b.	Proven extent of knowledge of tourism facilities and services relevant to the Concession's business (provide proof)	<p>Extensive = 100%</p> <p>Good = 75%</p> <p>Reasonable = 50%</p> <p>Limited = 25%</p> <p>Poor = 0</p>	2.50%	
c.	Extent of active memberships of relevant tourism organisations and associations (provide proof)	<p>Extensive = 100%</p> <p>Good = 75%</p> <p>Reasonable = 50%</p> <p>Limited = 25%</p> <p>Poor = 0</p>	2.50%	
2.1.5.	Bidders Past and Current Marketing experience		10%	
a.	Bidding entity's existing client base and market penetration. Please note that this is more than indicating handling of domestic and foreign visitors but also the specific source markets and levels of penetration	<p>Extensive = 100%</p> <p>Good = 75%</p> <p>Reasonable = 50%</p> <p>Limited = 25%</p> <p>Poor = 0</p>	2%	

b.	<p>Existing plans and knowledge of the tourism market including existing relationships with tour operators and travel trade (include references). Particularly of importance here is showing experience in the trade that are reflective of the Concession's business. The bidder must submit proof with contactable references attached to this proposal.</p> <p>Provide evidence of live and ongoing partnerships with reputable tour operators. Examples include:</p> <ul style="list-style-type: none"> • 3+ Signed contracts or partnership agreements. • 3+ Letters of confirmation or collaboration from tour operators. • Proof of joint marketing campaigns, packages, or itineraries. <p>For each tour operator mentioned:</p> <ul style="list-style-type: none"> • Provide the name of the organisation. • Include the contact person's name, designation, email, and phone number. • Mention the nature and duration of the relationship 	<p>Extensive = 100%</p> <p>Good = 75%</p> <p>Reasonable = 50%</p> <p>Limited = 25%</p> <p>Poor = 0</p>	2%	
c.	Bidding entity's current marketing programmes and relevance to Concession's business. Please provide examples of programmes, markets targeted and results achieved	<p>Excellent = 100%</p> <p>Good = 75%</p> <p>Reasonable = 50%</p> <p>Limited = 25%</p> <p>Poor = 0</p>	2%	
d.	Bidding entity's current rates and discounting strategies. Please provide an indication of strategies that are relevant to the concession's business and potential source markets. Please also provide an indication of the success of current pricing strategies.	<p>Excellent = 100%</p> <p>Good = 75%</p> <p>Reasonable = 50%</p> <p>Limited = 25%</p> <p>Poor = 0</p>	2%	
e.	Bidding entity's existing reservations and bookings systems. Please provide an indication of systems that are relevant to the concession's business and information of how the systems work across platforms, channels and establishments.	<p>Excellent = 100%</p> <p>Good = 75%</p> <p>Reasonable = 50%</p> <p>Limited = 25%</p> <p>Poor = 0</p>	2%	
2.1.6.	Bidder's Ability for SMME Development		20%	
a.	Does the Bidding Entity commit to assist with the establishment of local community enterprises for Laundromat, Maintenance and Cleaning Services and other Innovation similar SMME business ventures? If YES, the Bidding entity to submit an enterprise development plan for the proposed business to be established with the local communities.	<p>Yes = 100%</p> <p>No = 0%</p>	15%	
b.	The Bidder to provide proof of experience on working with the land claimants and non-land claimants. Letters of recommendations from the respective land claimants and non-land claimants with contactable reference must be submitted. Partnership agreement/ offtake contracts to accompany the reference letter.	<p>5+ Letters of references = 100%</p> <p>3-4 letters of reference = 75%</p> <p>1-2 letters of references = 50%</p> <p>No letters of references = 0</p>	5%	
2.1.7.	Bidders Past and Present Operations Standards & Quality		10%	

a.	Proven experience in developing and implementing quality and standards operations and procedures in relevant tourism facilities. Provide policies and manuals where available and particularly those that are relevant to the Concession's business. Please provide information of how the system work and the success thereof in maintaining quality standards.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	10%	
2.1.8.	Bidding Entity(s) Existing and Past Staff Operations		15%	
a.	Indication of current and past management and staff structures relevant to the Concession's business. Particularly show the structures for similar facilities and what is considered best practice	Fully Applicable = 100% Somewhat Applicable = 50% Not applicable = 0	5%	
b.	Number of current and past management and staff positions relevant to the Concessions business	Extensive = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
c.	CVs and qualifications of existing key shareholders, management and staff	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25%	5%	
2.2.	Operational Vision, Plan and Service Standards		65%	
2.2.1.	Plan for Future Products/Facilities/Activities		10%	
a.	Detailed plan describing the range, type and grading of products/facilities to be offered for the Concession with particular focus on improving facilities to maintain or grow specific markets and/or improving the ability of the Concession to compete across the country and Africa. This plan should clearly articulate the style and ambiance planned for the Concession opportunity and how it will be distinguished from other facilities in the competitive market	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
b.	Detailed plan describing the range and type of activities and services to be offered for the Concession opportunity with particular focus on innovative approaches that will maintain and improve guest attraction and satisfaction. This plan should articulate how activities and services will complement the product planned and how it will be used to distinguish this facility from the competitive market.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
2.2.2.	Plan for markets and marketing for the Concession		20%	
a.	Detailed plan describing target markets (geographical, income, nature of the activity, etc.) indicating diversification and penetration strategies. The market demand plan should indicate which target markets will be targeted by year and timing within the year and how the target markets relate to the product/activities plan. Ultimately the plan needs to show how the selected target markets will drive optimum demand performance.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	4%	

b.	Detailed plan describing marketing activities. This plan should include clear indication of market programmes, marketing tools to be used, if tools and programmes differ by target market, what activities will be used specifically for this concession as opposed to group marketing activities. The activities should also indicate loyalty programmes if these are to be used by the Bidder. The plan should also indicate how marketing activity performance will be assessed. Ultimately the marketing activities need to achieve optimum demand performance for the Concession.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	4%	
c.	Detailed plan describing branding of Concession. This plan should include the branding if the Concession is part of a portfolio as well as the individual branding for this facility. The plan should also indicate how branding value will be assessed. The plan must also include a percentage fee payable to iSimangaliso not less than 3% of annual gross revenue.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	4%	
d.	Detailed plan describing rates, occupancy and yield management. This should indicate rate growth strategy over time and between seasons; how additional revenues will be generated; the occupancy in low and high season and how different markets will be targeted in respect of price and occupancy. The plan should show how the bidder plan to achieve optimum rates and occupancy for the Concession.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	4%	
e.	Detailed plan for ongoing market research including competitive analysis, market surveys, guest surveys, etc. The research plan should indicate what activities will be done when over the contract period as well as what activities are part of portfolio research and what is specific to the Concession.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	4%	
2.2.3.	Customer Relations		5%	
a.	Detailed plan for guest feedback system, including guest surveys for positive and negative feedback.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2.50%	
b.	Detailed bookings/reservations plan. It should clearly indicate what systems/platforms are to be used for the Concession and how these fits into a greater portfolio system if this exists.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2.50%	
2.2.4.	Demand and Financial Viability		10%	
a.	Feasibility plan for revenue by department. The plan should indicate by year of contract the base of the revenue (viz. rate and usage levels). The revenue plan should indicate the basis of revenue indicators and whether it is market related. The Feasibility plan for revenue should include sensitivity testing. The Bidder should clearly indicate in this feasibility plan how its plan for product development, marketing, etc will drive optimum revenues.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	

b.	Feasibility plan for departmental profits and Gross Operation Profit. The plan should indicate by year of contract the base of the departmental profits and GOPs and how it relates to market norms. The Feasibility plan for profits should include sensitivity testing. The Bidder should clearly indicate in this feasibility plan how its plan for product development, marketing, etc will drive optimum profit levels.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2.50%	
c.	Feasibility plan for departmental costs and overheads. The plan should indicate by year of contract the base of the costs and overheads how it relates to market norms. The Feasibility plan for costs/overheads should include sensitivity testing.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2.50%	
2.2.5.	Operating standards		10%	
a.	Proposed Operating Standards for the Concession including an operations and procedures manuals outline. The operating standards procedures should be compliment and align to the products and activities plan.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25%	10%	
2.2.6.	Food & Beverage Offering		5.00%	
a.	Provide a plan for Beverage variety – including soft drinks (fresh and bottled), wine lists, spirits, etc. The plan should include cost of sales and pricing planning	Extensive/ Innovative = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2.50%	
b.	Provide a plan for dining ambiance, dining venue variety (bush dinners, boma dinners, sundowners, etc). Innovate ideas to distinguish from other concessions and competitive facilities are encouraged.	Extensive/ Innovative = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2.50%	
2.2.7.	Health and Safety Planning		5.00%	
a.	Hygiene audits – The Bidder agrees to undertake at least 4 hygiene audits a year performed by a hygiene audit supplier. The Private Operator agrees to address issues outlined in the hygiene audit findings report and will agree to achieve at least 75% on all audit results. The full report of hygiene audits will be submitted to iSimangaliso for record and monitoring compliance. Bidder also agrees to co-operate with iSimangaliso in compilation of Health & Safety monitoring checklist which is to be used in continuous monitoring of the health and safety of Concession.	Agree – 100% Disagree – 0	1.25%	
b.	Emergency evacuation plans.	Excellent = 100% Reasonable = 50% Poor = 0	1.25%	
c.	Waste management/recycling plan including a cleaning procedures and products plan.	Excellent = 100% Reasonable = 50% Poor = 0	1.25%	

d.	Safety procedures plan, with specific reference to managing the safety of guests and staff.	Excellent = 100% Reasonable = 50% Poor = 0	1.25%	
2.2.8.	Bidder's Concession Development Plan		10%	
a.	Infrastructure development plan. This plan should provide details on building and refurbishment of all infrastructure including but not limited to roads, signage, energy provision solutions, boreholes, WIFI, water drainage systems (If appropriate) etc	Excellent = 100% Good = 75% Reasonable = 50%	5.00%	
b.	Capital expenditure plan. This should show the expenditure at the start of the concession contract and overtime. It should articulate what is needed to keep the concession facility in an excellent condition	Excellent = 100% Good = 75% Reasonable = 50%	5.00%	
2.2.9.	Proposed organisational and staffing structures		10%	
1.	Proposed management structure and policies including details of management positions, employment policies and recruitment policies. Particularly indicate key staff qualifications and how succession will be planned. Particularly relate this plan back to the B-BBEE Scorecard.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2%	
2.	Staffing plan, including details of numbers of permanent and part-time staff, recruitment policies, employment policies and socio-economic goals with employment. Particularly relate this plan back to the B-BBEE Scorecard.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2%	
3.	Staff payment plans, including salaries by level/position, incentives and bonuses and other benefits. Payment plans should indicate salary bands for positions and likely increases over time of the contract. The plans should also show a benchmark of the salaries to similar facilities in the surrounding tourism establishments.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2%	
4.	Training and transfer of knowledge/expertise plans. Particularly relate this plan back to the B-BBEE scorecard training and development specifications. The plan should cover training by level of staff and broad type of positions, including the type and frequency of training. The plan should also indicate if training is within the group or provided by an external supplier and if qualifications/certifications would be provided for training. The plan should clearly articulate what training is to be provided to enhance the service and operations of the Concession.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	1%	
5.	Proposed disciplinary procedures. The plan should include clear procedures by type of disciplinary cause as well as the proposed remedy and timing for remedy.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	1%	
6.	Staff Transport Plans. This plan needs to be connected to the staff housing plan. The transport plan needs to indicate the number of staff to be transported, the type of transport and the time of transport. It should also reflect where transport goes to on leaving the Park. The purpose of the plan is to balance transport and housing needs to ensure overall better service to guests but also working conditions for the staff.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	1%	

7.	Provide Staff housing plan for staff inside the Park and outside the Park. The purpose of this plan together with the transport plan is to improve the working conditions of the staff whilst at the same time balancing out the needs of guest service.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	1%	
2.2.10.	Systems and Procedures Plans		5%	
a.	Information Technology and Digital Innovation Systems and Policies Plan. This plan should link back to the bookings and reservations systems and plan. The plan should include integrated operations (financial, staff, technical) and marketing/reservations systems.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	2%	
b.	Procurement policy plan. This plan should link to financial plans and pricing policies. It should also link to the B-BBEE Scorecard. The plan should include a clear commitment by the Bidder to procure from local community business for laundry services, maintenance and security etc	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	1.50%	
c.	Banking and payment procedures and policies plan (including payments received and made). This should link to the integrated IT systems as well as the procurement policy.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	1.50%	
2.2.11.	Maintenance Plan		10%	
a.	Detailed preventative maintenance plan over the Concession period including the following: interior maintenance (extractor cleaning processions, air-conditioners, compressors, furniture and fittings, electrical maintenance, appliances, electrical light fittings, ceilings, sanitary ware, tiling, plastering, painting, tiling, geysers, etc), exterior maintenance within the Concession area (roads, bridges, sewerage systems, water drainage systems, etc).	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	10%	
3.	ENVIRONMENTAL PROPOSAL			10%
3.1.	The bidder must submit 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	Provided = 100% Not provided = 0%	5%	
3.2.	Confirmation that all legislative requirements, including National Environmental Management Act: Environmental Impact Assessment (EIA) Regulations (2014) (as amended) and any Environmental Authorisations and Licenses, are understood and will be complied with.	Provided = 100% Not provided = 0%	5%	
3.3.	The Bidder to provide a plan as part of their Environmental Proposal, which details how they will conduct, always manage and carry out the Concession Opportunity in an Environmentally responsible way by adopting appropriate operating methods and practices for conducting such a Concession Opportunity in the Park.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	

3.4.	The Bidder to provide a plan as part of their Environmental Proposal, which details how they propose to comply with its statutory duties in terms of the Environmental Laws and to take reasonable measures to prevent pollution or degradation from occurring, continuing or recurring or, in so far as such harm to the Environment is authorised by iSimangaliso, to minimize and rectify such pollution or degradation of the Environment.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
3.5.	The Bidder to undertake that as part of their Environmental Plan, to regularly induct all staff employed on the Parks Environmental Code of Conduct. This should form part of the training specified in section 2.2.9(d).	Provided = 100% Not provided = 0%	5%	
3.6.	The Bidder shall provide Waste Management Plan and Policies. The Bidder undertakes to manage all waste that is generated in such a way that direct and indirect impacts are kept to a minimum.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
3.7.	The Bidder undertakes to manage liquid waste in accordance with national and local legislation requirements.	Provided = 100% Not provided = 0%	2%	
3.8.	The Bidder undertakes to achieve Solid Waste Management Best Practices in line with iSimangaliso facilities management approach which implies the following: <ul style="list-style-type: none"> • Manage solid waste from source to disposal • Strive to eliminate non-recyclable or hazardous packaging or containers 	Provided = 100% Not provided = 0%	3%	
3.9.	The Bidder undertakes not to dump and/or dispose of waste anywhere other than at the authorised waste site as per iSimangaliso Waste Management Plan or as otherwise authorised by iSimangaliso	Provided = 100% Not provided = 0%	5%	
3.10.	Outline a proposed Green Procurement plan, to ensure that all produce, containers and packaging comes from suppliers that apply sustainability and eco-friendly environmental principles that reduce waste, conserve water and energy, uses less packaging and single use plastic and produce waste which is recyclable as much as possible	Provided = 100% Not provided = 0%	5%	
3.11.	The Bidder shall provide Liquid Waste Management Plan and Policies. Liquid waste must be managed to ensure that direct and/or indirect impacts are kept to a minimum.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
3.12.	The Bidder shall undertake to implement waste procedures that optimize the principles of waste reduction and waste recycling and ensures that the end product does not pollute the environment.	Provided = 100% Not provided = 0%	5%	

3.13.	The Bidder undertakes to provide a Water Management Plan and Policies, to implement water conservation measures in the design and implementation of their operations comprising of: Monitor the use of water; Educate staff via on-site notices on the use of water; Set water usage targets (monitored weekly/monthly) and manage these targets; Aim to avoid accidental loss through effective maintenance, installing quality storage and reticulation systems and implementing leak detection systems	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
3.14.	The Bidder (including staff of the Bidder) undertakes to not sell or use any of the chemicals that are banned from use in iSimangaliso (as determined by iSimangaliso Biodiversity Manager). The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	5%	
3.15.	The Bidder undertakes to use environmentally friendly and biodegradable detergents and cleaning agents. The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	5%	
3.16.	The Bidder undertakes to comply with the integrated pest management plan as provided by iSimangaliso. The Bidder shall provide a statement in their Environmental Plan.	Provided = 100% Not provided = 0%	5%	
3.17.	The Bidder shall appoint an independent Environmental Control Officer (ECO) to perform quarterly audits, ensuring compliance with the environmental authorisation or any other relevant conservation aspects of managing the Concession.	Provided = 100% Not provided = 0%	5%	
3.18.	The Bidder to provide a plan detailing how they intend to measure energy use and continuously aim to implement measures to reduce energy usage until optimal levels are reached. The plan should consider Industry Best Practice and indicate how the Bidder will future proof its solution for energy provision for the Concession period.	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
3.19.	The Bidder undertake to utilise iSimangaliso's energy solutions, waste management solutions as and when iSimangaliso establishes the solution which inter alia includes purchasing alternative energy or waste management solutions	Commitment Provided = 100% Not provided = 0%	10%	
3.20.	The Bidder to provide a plan showing how they will undertake the game driving and boat cruise activities, considering all requirements specified in the tender	Excellent = 100% Good = 75% Reasonable = 50% Limited = 25% Poor = 0	5%	
4.	RISK MATRIX			10
4.1.	Does the bidder commit to the RFP's required risk allocation for the project? (See below for matrix)	Fully = 100% Partially = 50% Not at all = 0	100%	
	Total functionality points			100
	Minimum threshold			70

1.3. Example of Cashflow forecast

The Bidders may use their own format, but must at least present the following:

	Start-up	Yr 1	Yr 2	Yr 3	Yr 4	Yr5	Yr6	Yr7	Yr8	Yr9	Yr10**
Cash inflows											
Cash from sales and operating revenue											
Cash from other sources											
Total cash inflow (A)											
Project costs and start-up expenses											
Salaries, wages and staff costs											
All other operating costs & expenses											
Infrastructure upgrades/Building additions etc											
Replacement of equipment and vehicles											
Total cash outflow (B)											

**Adapt for 20 years term of the PPP

Detailed assumptions that informed the cash flow forecast must be provided, should include:

- i. Occupancy rates
- ii. Tariffs
- iii. Sources of revenue
- iv. Inflation rate
- v. Revenue growth rate

- 1.4. RISK MATRIX as per point 4 of the functionality schedule** (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.

CONCESSIONAIRE RISK MATRIX						
Type of risk	General description of risk	Project specific risk	Mitigation measures	Risk Allocated To		
				Private Party	iSimangaliso	Shared
Financing Risk	The risk that the required capital or OPEX may not be raised/secured; loan repayments might be difficult; tax obligations may not have been fully taken into account or may change; fluctuating inflation, interest rates, fuel prices and currency fluctuations may affect assumptions.					
Cost overrun risk	The possibility that actual project costs will exceed projected costs.					
Environmental risk	The risk of liability for losses caused by environmental damage arising during the operational phases of the project.					
Exchange rate risk	The possibility that exchange rate fluctuations will impact on the affordability of the project.					
Force Majeure risks	The possibility that the occurrence of unexpected events beyond the control of either parties effect the operation of the project.					
Inflation risk	The possibility that the actual inflation rate may exceed the projected inflation rate.					
Insurance risk	The risk of substantial increases in liability/business interruption insurance premiums and/or costs related to excess payments.					
Insolvency risk	The possibility of insolvency of a Private Party					
Interest rate risk	The possibility of interest rate fluctuations affecting the availability and					

	cost of funding.					
Maintenance risk	The possibility that the cost of maintenance exceeds the projected maintenance costs.					
Market, demand or volume risk	The possibility that the demand for service generated by the project may be less than anticipated.					
Operating risk	Factors impacting on the operating requirements of the project and related expenditure.					
Political Risk	The possibility of unforeseeable conduct by iSimangaliso or expropriation of the assets.					
Refurbishment risk	The risk that the refurbishment activities of the physical asset are not completed on time					
Resources or input risk	The possibility of a failure or shortage in supply of resources					
Residual value risk	The risk that the assets will not be in the prescribed condition for hand back to iSimangaliso					
Third Party claims	The risk of injury or death due to the guests being in the Park					
Utilities risk	The possibility that the utilities required for operation may not be available.					
Tax rate change risk	The possibility that changes in applicable tax laws decrease the anticipated return on investment.					

31. ANNEXURE 3: B-BBEE/SPECIFIC GOALS OBLIGATIONS

1. BBEE and Social Transformation Objectives

- 1.1. In line **with** the legislation, policy framework and the transformation objectives of iSimangaliso, has developed the B-BBEE / Specific Goals 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
 - 1.2.1.1. increasing the number of historically disadvantaged people that manage, own and control enterprises and productive assets;
 - 1.2.1.2. provide meaningful economic opportunities for the historically disadvantaged people or businesses.
 - 1.2.1.3. Address limited procurement opportunities for SMMEs due to lack of partnerships and collaboration between stakeholders.
- 1.3. These commitments will become binding in the Concession Agreement and Bidders will have an obligation to comply with the Bid Offer Compliance Targets for the duration of the Concession 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 / Specific Goals and socio-economic transformation proposal and/or commitment for achievement of the objectives identified in the B-BBEE / Specific Goals Project Scorecard. Bidders are required to indicate their commitments in the "Bid Offer Compliance Target" column in the B- BBEE / Specific Goals Project Scorecard as part of the Bidders B-BBEE / Specific Goals and socio-economic transformation proposal.
- 1.4.2. In evaluating the Bids, the PPPFA 90/10 system will be applied, where 90 points will be allocated for Bidders Financial Proposal and 10 points will be allocated for Bidders' compliance with the B-BBEE / Specific Goals Project Scorecard.
- 1.4.3. Bidders will be evaluated based on their B-BBEE / Specific Goals 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.

B-BBEE / Specific Goals Project Scorecard

ELEMENT	Element Weighting	Sub-element Weighting	Measurement Category and Criteria	Target	Bid Offer Compliance Target Year 1	Bid Offer Compliance Target Year 3
Ownership	33.3 points or 30%	16.7 points or 50%	Percentage share of exercisable voting rights and economic benefit as reflected by direct shareholding by Black People in the Concessionaire, to which Black People are entitled.	40%		
		4.5 points or 13.5%	Percentage share of exercisable voting rights and economic benefit as reflected by direct shareholding by Black Women/Youth in the Concessionaire, to which Black Women/Youth are entitled.	40%		
		4.5 points or 13.5%	Percentage share of exercisable voting rights and economic benefit as reflected by direct shareholding by Black Women/Youth in the local community in the Concessionaire.	15%		
		7,70 points or 23%	Percentage share of exercisable voting rights and economic benefit as reflected by direct shareholding by Mandatory Partners.	10%		
Management Control & Employment Equity	30 points or 27%	2.5 points or 8%	Black People as a percentage of board of all directors in the Concessionaire.	50%		
		2 points or 7%	Black Women as a percentage of board of all	30%		

			directors in the Concessionaire.			
		2.5 points or 8%	Black People as a percentage of executive management in the Concessionaire	50%		
		2 points or 7%	Black women as percentage of executive management in the Concessionaire	30%		
		2.5 points or 8%	Black People as a percentage of middle management in the Concessionaire.	70%		
		2 points or 7%	Black Women as a percentage of middle management in the Concessionaire	40%		
		2.5 points or 8%	Black People as a percentage of junior management & supervisors in the Concessionaire.	70%		
		2 points or 7%	Black Women as a percentage of junior management & supervisors in the Concessionaire.	40%		
		2 points or 7%	Local Black Women/Youth as a percentage of junior management & supervisors in the Concessionaire.	45%		
		2 points or 7%	Black People as a percentage of total staff	75%		
		2 points or 7%	Black Women as a percentage of total staff	40%		
		3 points or 10%	Local Black People as a percentage of total staff	70%		
		3 points or 10%	Local Black Women/Youth as a percentage of total staff	45%		
Skills Development	12 points or 11%	3.5 points or 29%	Skills Development Expenditure on Learning Programmes specified in the Learning Programme Matrix for Black People in any of the following three tourism sub-sectors as a percentage of Leivable Amount: -Accommodation. -Hospitality and related services;	3% of Payroll		

			-Travel and related services. (Targets for Black People must be split according to the Economically Active Population)			
		3.5 points or 29%	Number of Black Employees participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of total Employees (Targets for Black People must be split according to the Economically Active Population)	75%		
		3.5 points or 29%	Number of learnerships as a percentage of total employees (of which all should go to local black women & youth unemployed learners)	5%		
		1.5 points or 13%	Number of Black Learners participating in Learnerships, Apprenticeships and Internships paid for by the measured entity as a percentage of number of total Employees Targets for Black People must be split according to the Economically Active Population	80%		
Preferential Procurement & Enterprise & Supplier Development	31.5 points or 28%	Preferential Procurement: 15.5 points or 50%				
		3.0 points or 19%	B-BBEE Procurement Spend from all Empowering Suppliers based on the B-BBEE Procurement Recognition Levels 1 and 2 as a percentage of Total Measured Procurement Spend	60%		
		2.5 points or 14.5%	B-BBEE Procurement Spend from all local community Empowering Suppliers that are Qualifying Small Enterprises based on the	15%		

			applicable B BBEE. Procurement Recognition Levels as a percentage of Total Measured Procurement Spend (50% Black Women & Youth Owned)			
		2.5 points or 14.5%	B-BBEE Procurement Spend from all local community Exempted Micro Enterprises Based on the applicable BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend (EMEs (50% Black Women & Youth Owned)	15%		
		4 points or 26%	B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	40%		
		4 points or 26%	B-BBEE Procurement Spend from Empowering Suppliers that are at least 51% Black Women/Youth Owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	25%		
		Enterprise Supplier Development: 15.5 points or 50%				
		4.5 points or 29%	Annual value of all qualifying Supplier Development contributions to local community entities made by the measured entity as a percentage of the target	3% of NPAT		
		4.5 points or 29%	Annual value of all qualifying Enterprise Development contributions and Sector Specific Contributions to local community entities made by the measured	0.5% of NPAT		

			entity as a percentage of the target			
		6.5 points or 42%	The company or SPV must implement a minimum number of 4 Enterprise Development programmes over the duration of the contract. The company or SPV to commit in assisting the Local community with setting up of the companies dealing with the following services: Laundromat, Cleaning and Maintenance.	4		
Social Development	4 or 4%	2 points or 50%	Annual value of all local Qualifying Socio- Economic Development contributions by the measured entity as a percentage of the target	0.5% of NPAT		
		2 points or 50%	Mandatory CSI contribution to iSimangaliso	0.5% of NPAT		
Total BEE Points	111					

1.4.5. BBBEE and Socio- Economic Targets and Timelines

Timeline (Year)	Year 1	Year 3 – 20
Minimum B-BBEE Contributor Status Level	Level 4 to 1 (SPV B-BBEE Certificate based on the B-BBEE Project Scorecard)	Level 2 to 1 (SPV B-BBEE Certificate based on the B-BBEE Project Scorecard)

1.4.5.1. The bidder must be at least a level 4 Consolidated B-BBEE / Specific Goals Certificate at the time of bid offering.

1.4.5.2. From year 3 (three) from the effective date of the Concession Agreement, the Bidder must attain at least a level 2 B-BBEE Contributor Status Level based on the B-BBEE Project Scorecard which must be maintained throughout the term of the Concession Agreement.

32. ANNEXURE 4: BIDDERS PPP FEE OFFER

Important note to Bidders

Information on the PPP Fee Offer must be contained in Envelope 2 (Bidders Proposed B-BBEE Commitment/Specific Goals and PPP Fee Offer) and is not to be submitted in Envelope 1 (with Functionality).

Bidders must present the PPP Fee Offer in the form of a letter on the Bidder's letterhead as follows, inserting the Bidder's name and the percentage requirements as indicated below:

Form of Letter

To: iSimangaliso

[Name of bidder] hereby commits to pay iSimangaliso the higher of:

- a) The minimum PPP fee; and
- b) The Variable PPP, expressed as a percentage of aggregate gross revenues as defined in the Concession Agreement for the relevant project year

The minimum PPP fee which will be adjusted annually by CPI is as follows:

MINIMUM PPP FEE OFFER	
Per month (Excl. VAT)	Per Annum (Excl. VAT)
[**]	[**]

Please note: iSimangaliso will not consider a minimum fixed concession fee of less than **R375 000 per month**, payable monthly. The Bidder should take into consideration in developing its PPP fee offer.

The Variable PPP Fee bid by [name of Bidder] is _____ % (percentage) of gross revenue for the entire opportunity. [Name of Bidder] hereby warrants that the committed minimum PPP fee and the Variable PPP Fee shall be included in the Concession Agreement if accepted by iSimangaliso.

For indicative purposes only, our projection of fees payable to iSimangaliso is:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15**
Gross revenue (net of VAT)															
Percentage of gross revenue due as Variable PPP Fee (Same for each year)															
PPP fee due Minimum PPP fee or Variable PPP Fee whichever is greater															

** Adapt for the 20 years term of the PPP

The person signing below is a duly authorized representative of the bidder with full power and authority to submit this financial offer and commit the bidder to its terms.

Signed: _____

Name: _____

Title: _____

33. ANNEXURE 5: CONCESSION AGREEMENT

The Concession Agreement will be available on the iSimangaliso Website:
www.iSimangaliso.com as a separate document.

34. ANNEXURE 6: BID COVER PAGES AND DECLARATION FORM

Each envelope must have a cover sheet. The cover sheet must have the following information:

ENVELOPE 1

BID FOR DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) OF THE CHARTERS CREEK RESORT WITHIN ISIMANGALISO WETLAND PARK

ENVELOPE 1: FUNCTIONALITY

Name of Bidder:

Postal Address:

Street Address

Telephone:

Cell phone:

Contact Person:

Email Address:

Signature of

Bidder Date:

Capacity under which bid is signed.

Signature of this document means that the Bidder accepts the terms and conditions of this bid. Failure to sign this form may disqualify the bid.

ENVELOPE 2

BID FOR DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) OF THE CHARTERS CREEK RESORT WITHIN ISIMANGALISO WETLAND PARK

ENVELOPE 2: PPP OFFER + B-BBEE COMMITMENT/SPECIFIC GOALS

Name of Bidder:

Postal Address:

Street Address

Telephone:

Cell phone:

Contact Person:

Email Address:

Signature of

Bidder Date:

Capacity under which bid is signed.

Signature of this document means that the Bidder accepts the terms and conditions of this bid. Failure to sign this form may disqualify the bid.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the proposal.**
 - 2.1. Full Name of bidder or his or her representative:
 - 2.2. Identity Number:
 - 2.3. Position occupied in the Company (director, shareholder²):
 - 2.4. Company Registration Number:
 - 2.5. Tax Reference Number:
 - 2.6. VAT Registration Number:
 - 2.6.1. The names of all directors / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7. Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....

Name of state institution at which you or the person connected to
the bidder is employed:.....

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2. If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1. If yes, did you attach proof of such authority to the **YES / NO**
bid document?

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2. If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1. If so, furnish particulars:

.....

.....

.....

2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1. If so, furnish particulars.

.....

.....

.....

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication

YES/NO

of this bid?

2.10.1. If so, furnish particulars.

.....
.....
.....

2.11. Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1. If so, furnish particulars:

.....
.....
.....

3. Full details of directors / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE
IS CORRECT.

I ACCEPT THAT ISIMANGALISO MAY REJECT THE BID OR ACT AGAINST ME IN
TERMS OF SECTION 10 OF THIS PROPOSAL SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Capacity under which this bid is signed:

.....

Name of bidder

(Proof of authority must be submitted e.g., company resolution)

35. ANNEXURE 7: 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.

This Suretyship shall remain of full force and effect for so long as the Debtor is indebted to or under any obligation or commitment to the Creditor and I/we shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations of the Debtor to the Creditor shall have been fully discharged, and then only upon the expiry of 14 (fourteen) days' notice in writing given to the Creditor.

SIGNED AT _____ ON _____ DAY OF _____ 2025

AS WITNESSES _____

.....

36. ANNEXURE 8: ENVIRONMENTAL DECLARATION FORM

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 any 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. _____

37. ANNEXURE 9A: MAP OF THE PARK



38. ANNEXURE 9B: PROJECT SITE CONCEPTUAL LAYOUT

(See attached separate document)

39. ANNEXURE 9C: DESCRIPTION OF PROJECT SITE AREA

The Project Site area will include the site footprint as indicated in figure 1 and iSimangaliso may include the Day visitor site as part of the Project Site. The entire Project Site is indicated in Annexure 9B.

Site Location and Access

Charters Creek resort is situated in the Western Shores section of the Park. The resort is 7km from the Nhlozi access gate, which is close to the N2 road. The site is accessed through Nhlozi Gate and through Dukuduku gate. All access gates into the Wetland Park are controlled and managed by iSimangaliso.

Charters Creek serves as the travellers' resting place. The area is popular with anglers and bird watchers. It offers opportunities to watch forest birds as well as a variety of aquatic birds, both freshwater and marine, and is situated on a hill looking eastwards over Lake St. Lucia. The area also boasts numerous wildlife animals, which include elephants, buffalo, zebras, giraffes, etc. Key tourism attractions include the uMphathe Loop (with its Kweyezalukazi lookout) and the uMdoni Loop. The figure below indicates the location where Charters Creek Resort.



Figure 1: Location of Charters Creek Resort

Description of the Existing Physical Facilities

The following comprises a high-level description of the physical facilities/area within the existing footprint. Bidders are to use this description as a guide and undertake their own investigations to assess the facilities and plan its future physical facilities proposal.

1. Lodge

- a) 4no. Four bed units
- b) 10no. Two bed units
- c) Restaurant
- d) Swimming pool
- e) Reception office
- f) Central guest parking area
- g) Housekeeping facilities
- h) Staff Houses

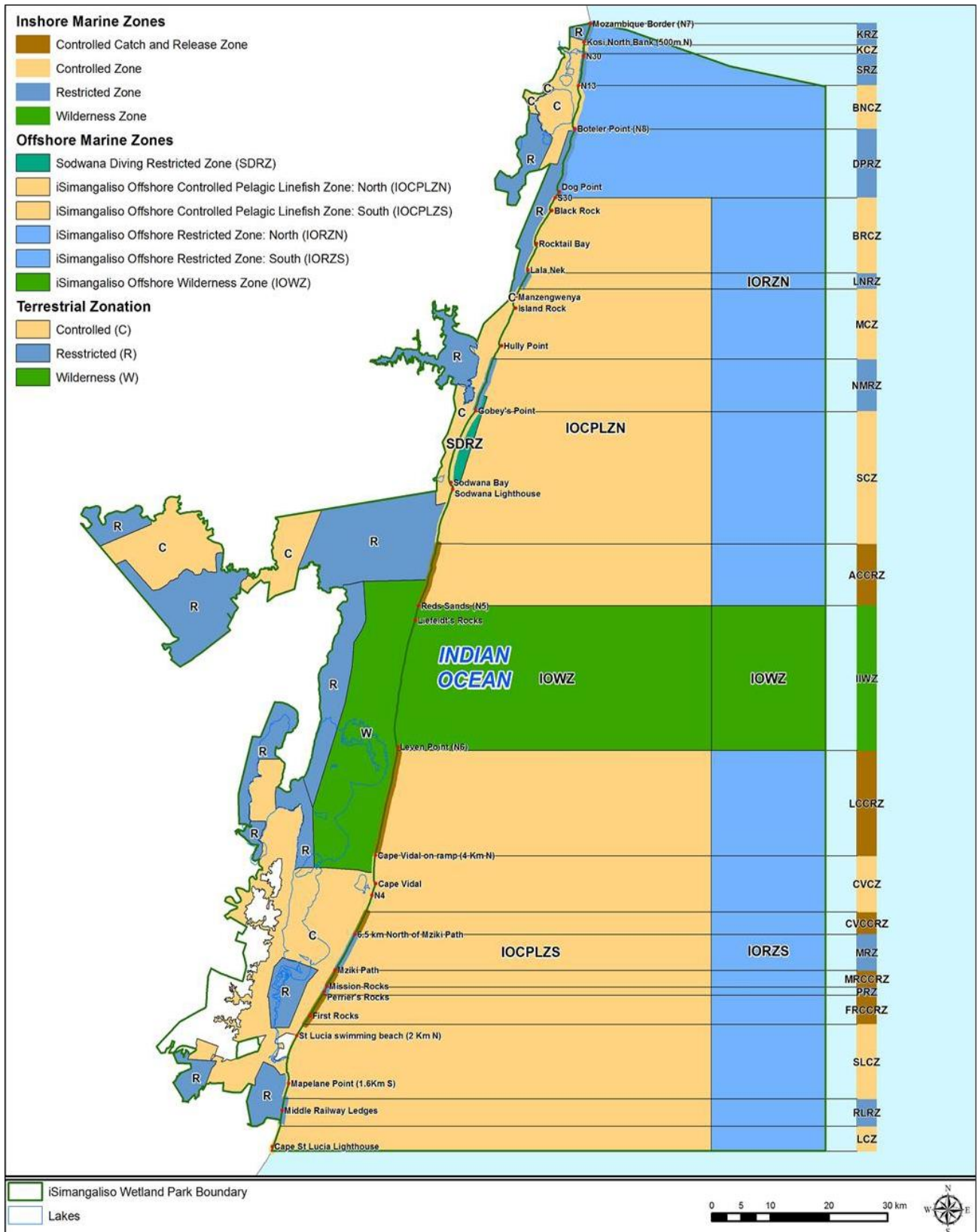
2. Campsites

- a) 12no. Fenced Camping Sites, each with its own ablution facility

3. Day Visitors Area

- a) Picnic Area
- b) Ablutions
- c) Day visitors parking
- d) Jetty

40. ANNEXURE 10: ZONATION



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 provided 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 Forestry	Terrestrial only. Zoning to cater for where commercial plantations managed by Siya-Qubeka Forests are incorporated into the Park on the Western Shores.	

41. ANNEXURE 11: ACCEPTABLE WORDING OF BID AND PERFORMANCE BOND

To: iSimangaliso Wetland Park Authority

[Name of bidder] ("the bidder") is to submit to iSimangaliso a bid to enter into Concession Agreement with

iSimangaliso for the purpose of the refurbishment, finance and operation of the Charters Creek Resort in the Wetland Park;

And you require the bidder to include in the bid a bond for the amount of R 750,000 (Seven Hundred and Fifty Thousand Rand);

And we have agreed to give you such a bond.

We hereby irrevocably and unconditionally undertake to pay you, upon your first written demand and without objection or argument, the sum of R 750,000 (Seven Hundred and Fifty Thousand Rand), upon any or all of the following occurrences:

- any material misrepresentation made by the bidder in its bid submission or any other information and documentation submitted by it under the request for qualifications or the request for proposals;
- the withdrawal or modification of its bid during the period of bid validity;
- Any default or breach by the Private Party during the term of the agreement; and
- Any event caused by the Private Party that resulted in losses to iSimangaliso.

The bond is valid from Bid Submission until the expiry of the Concession Agreement. This shall be governed by the laws of the Republic of South Africa.

SIGNATURE AND SEAL

Name of bank_____

Address_____

Date_____

42. ANNEXURE 12: PARK AND ACTIVITIES RULES

These Park Rules shall apply to the Concessionaire, its guests, invitees and contractors, who, and the Concessionaire shall procure that its guests, invitees and contractors shall not:

1. VEHICLES, VESSELS AND MACHINERY

- 1.1. Drive elsewhere than on an authorized road or track;
- 1.2. Operate a vessel on inland waters or at sea other than from an authorized jetty or launch site, and other than in area set aside and zoned for use by vessels;
- 1.3. Exceed the indicated speed limit on land or water
- 1.4. Drive a vehicle or park in a manner that is a nuisance or a disturbance or an inconvenience to any other person
- 1.5. Operate a vessel or moor or anchor in a manner that is a nuisance or a disturbance or an inconvenience to any other person
- 1.6. Drive a vehicle, or operate any vessel or machinery without the appropriate statutory legal requirement such as a drivers license or operators certificate
- 1.7. Use or operate any vehicle, vessel or machinery that does not meet the statutory legal safety and licensing or registration requirements
- 1.8. Start or run any outboard motor on dry land unless in a designated area
- 1.9. Operate any vehicle, vessel or machinery whilst under the influence of drugs or alcohol
- 1.10. Drive a vehicle in the Park one hour before official sunset or before official sunrise except in a designated area or without permission
- 1.11. Allow any passenger to ride on the back of an open vehicle unless in a designated area or if the vehicle is a tour vehicle approved for use in the Park
- 1.12. Use a motorcycle in the Park except in a designated area
- 1.13. Use a bicycle in the Park except in a designated area

2. DISTURBANCE OR NUISANCE

- 2.1. Play music / radio / TV in or out of accommodation or from a vehicle or vessel, which disturbs other visitors
- 2.2. Use a cell phone or any other communications device at any public place, hide, view site, or on any conducted or non-conducted walk so as to cause a nuisance or disturbance to other visitors or any wildlife
- 2.3. After 21h30 and before 06h30 cause any noise which is likely to disturb any other person
- 2.4. Disturb, hinder or harass any manager, researcher, contractor, consultant, operator, Park Authority employee or Concessionaire who is employed in the application of his or her authorized duties
- 2.5. Engage in any act which in the opinion of an authorized officer, is causing a nuisance, disturbance or danger to other visitors

3. FIRES

- 3.1. Discard any burning object, or light a fire except in a designated area
- 3.2. Fail to extinguish any fire lit in a designated area, once it has been used for its intended purpose.

4. WILDLIFE

- 4.1. Injure, disturb or feed any form of wildlife

5. LITTER AND FISH CLEANING

- 5.1. Discard any article or refuse otherwise than by placing it in a receptacle or place intended therefore
- 5.2. Clean or gut fish unless in a designated fish cleaning area
- 5.3. Discard any fish or fish offal unless in a designated fish cleaning area

6. DAMAGE TO PROPERTY

- 6.1. Place any name, letter, figure, symbol, mark or picture on any object

- 6.2. Damage, deface or alter any building, sign, public amenity, machinery, water or electrical reticulation, vehicle, vessel, gate, fence, litter bin, bench, braai facility, shade structure or any other Park property

7. WEAPONS

- 7.1. Fail to declare any firearm, bow, crossbow, catapult, blowgun, air gun or other mechanism or object capable of being used for hunting or injuring any wildlife, upon entry to the Park

8. OVERNIGHTING

- 8.1. Stay overnight in any rest camp or other designated overnight area without a valid booking

9. PERMIT REQUIREMENTS

- 9.1. Unless in possession of a specific permit issued or endorsed by the Park Authority:
- 9.2. Uproot, pick, cut or damage any plant, or be in possession of any plant or plant material, including seaweed
- 9.3. Disturb or collect any marine or terrestrial biological material, whether alive or dead
- 9.4. Collect any firewood or driftwood
- 9.5. Disturb or collect any fossils, shells, rocks, sand or any other substrate
- 9.6. Be in possession of any explosives, including fireworks, or any unsealed or loaded firearm
- 9.7. Introduce into the Park any pets or livestock, whether domestic or otherwise
- 9.8. Travel in the Park during times other than those laid down by the regulations
- 9.9. Stay overnight in any place other than a rest camp or designated overnight stop
- 9.10. Advertise any goods or services
- 9.11. Offer any goods or services for sale or hire
- 9.12. Conduct any business within the Park

- 9.13. Film, make sound recordings, or take still photographs for financial gain
- 9.14. Collect any money from the public, including for any charitable organization Give public entertainment for reward
- 9.15. Conduct any research or experiment
- 9.16. Conduct or arrange any organized event, whether for gain or not
- 9.17. Land any aircraft, including helicopters and micro-lights, in any area except those that may be demarcated for public use
- 9.18. Alight from a vehicle or vessel in areas other than those designated
- 9.19. Operate any internal combustion driven generator or compressor

10. GENERAL

- 10.1. Fail to obey any regulatory sign, whether permanent or temporary
- 10.2. Fail to obey any lawful instruction given by any authorized officer, including an authorized Park Authority officer, Kwazulu-Natal Wildlife manager or Fisheries Control Officer
- 10.3. Contravene any other Act or Regulation, International, National or Provincial which applies in the Park
- 10.4. Due to the presence of sharks, crocodiles and hippopotamus, no person may wade or swim in any river mouth, lake, estuary or river
- 10.5. Interfere with property belonging to or utilized by local residents e.g. fish traps, crops, livestock, buildings, graves and palm wine stems, nor shall they interfere with local resident activities.

11. ACTIVITY RULES

- 11.1. Disobey specific rules for specific activities.

BOAT CRUISE (SMALL)	
1. Activity concept	<ul style="list-style-type: none"> • Guided trips for visitors in small vessels on the St Lucia estuary

2. Area of operation	<ul style="list-style-type: none"> St Lucia Estuary
3. Infrastructure & facilities	<ul style="list-style-type: none"> All storage facilities and infrastructure must be outside the Park. Boats can be serviced at the Dredger Harbour for operations at the St Lucia. Use of the facilities shall be scheduled with the iSimangaliso Wetland Park Authority.
4. Access	<ul style="list-style-type: none"> From an approved jetty or launch site.
5. Key environmental issues	<p><u>General concerns:</u></p> <ul style="list-style-type: none"> Disturbance of 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, and vegetation disturbance. <p><u>Estuary-boating-specific concerns:</u></p> <ul style="list-style-type: none"> 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 used for breeding or which have low regenerative characteristics. Collection and removal of animal, plant and heritage resource material by visitors. Damage to natural and cultural heritage resources. Potential for motorised lake tours to conflict with other lake or estuary activities. The risk to visitor safety due to presence of potentially dangerous animals such as hippo and crocodile. Risk to visitors from high winds making mooring and launching difficult and potentially dangerous. Seasonal and cyclical fluctuations in lake levels and shifting underwater sand ridges, making certain areas difficult or impossible to navigate. Adverse impacts on "sense of place" due to noise and visual presence of boats and their occupants. Disturbance of wildlife at game sightings by approaching too close to animals. Water pollution from boat fuels, domestic sewage and waste. Littering.
6. Licensee operating rules	<ul style="list-style-type: none"> The Licensee may be required to supply scavenger-proof waste bins at the jetty or launch site from which the tours depart at its own cost and service these. The bins must be emptied at least daily, and the waste removed to an approved location.

	<p><u>Nuisance caused by baboons & other animals:</u></p> <ul style="list-style-type: none"> • The feeding of any animals, including baboons, monkeys, fish and birds is prohibited. <p><u>Water & vegetation pollution:</u></p> <ul style="list-style-type: none"> • Tours off designated routes are prohibited. • The Licensee shall take all reasonable steps to prevent undue disturbance to vegetation along water courses. • Encroachment into indigenous areas is prohibited and any disturbance whether planned or accidental, shall be rectified at the Licensee's cost. • The Licensee shall ensure that: <ul style="list-style-type: none"> ○ its boat does not leak oil or diesel into the lake ○ its boat's engine is not backwashed into the lake ○ all maintenance of its boats and equipment only take place within a designated maintenance area above the 100-year flood line as specified above ○ install catch-pits around maintenance work areas for the containment of spills and runoff water ○ immediate appropriate action is taken to contain and repair any chemical or fuel spills <p><u>Other:</u></p> <ul style="list-style-type: none"> • The Licensee shall, at the request of the iSimangaliso Wetland Park Authority, institute and maintain a monitoring programme for crocodile and hippo presence and activity. • The Licensee must: <ul style="list-style-type: none"> ○ 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. <p>All of the Licensee's guests and staff must sign an indemnity in favour of the iSimangaliso Wetland Park Authority</p>
<p>7. Equipment requirements</p>	<ul style="list-style-type: none"> • Up to 2 vessels that meet the following specifications: <ul style="list-style-type: none"> ○ max 12 passengers ○ able to operate in moist and humid environment as follows: <ul style="list-style-type: none"> ▪ air temperature 5 - 45 degrees Celsius ▪ estuary water temperature - 5 - 32 degrees Celsius ▪ relative humidity up to 98% ▪ water depth max 1.5m ▪ aircraft at R618 bridge ▪ presence of mud, grass and other suspended materials ▪ presence of crocodiles, hippos, birds and other animals

	<ul style="list-style-type: none"> ○ may not be longer than 10m; length to be optimised to minimise waves by the vessel ○ beam may not be less than 3m ○ draft at full load may not be more than 1m (including the keel where applicable) ○ freeboard as required by regulation for the vessel length ○ maximum speed not more than 10 knots ○ speed to be achieved at least 5 knots ○ fuel storage sufficient to complete a full day's tours without having to refuel during the day ○ vessel must be arranged as pontoon-type should only operate in full displacement mode ○ construction <ul style="list-style-type: none"> ▪ lightweight material strong enough to withstand wave action of up to 1.5m ▪ should be such that vibration is minimised ▪ should include a suitable collision bulkhead compliant with SAMSA construction requirements ▪ should be able to land on a rough riverbank ▪ anti-foul used for underwater areas should be reputable and eco-friendly ▪ colour scheme for above water area may not be bright and should blend in with surroundings ▪ internal colour scheme should not be bright and should complement the external colour scheme ▪ appearance should represent an environmentally friendly solution ○ must have adequate seating for up to 12 passengers ○ should have sanitary facilities and refreshment station ○ should be laid out in such a manner that passengers can enjoy all views without having to crowd to a particular spot ○ should be able to provide all passengers with adequate protection from weather ○ should have a proper platform for boarding guests from commercial and Siyabonga jetties ○ may include a sun-deck for better viewing noting the aircraft at the R618 bridge ○ provide the skipper with the largest possible view angle ○ provide a skipper with a view of at least one vessel length ○ should locate/arrange the propulsion equipment to: <ul style="list-style-type: none"> ▪ minimise noise and vibration especially in passenger spaces
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	<ul style="list-style-type: none"> ▪ maximise efficiency; and ▪ enable/facilitate pulling off from a riverbank <ul style="list-style-type: none"> ○ should include a platform to enable passengers to alight and board from a rough bank ○ should have adequate storage for equipment such as braais ○ should have adequate storage for safety equipment ○ minimum of two 4-stroke engines capable of using eco-friendly fuel and limited to 60hp; engines should be able to operate at low speeds ○ sufficient storage for water for a day's trips ○ sufficient storage for sewage for a day's trips ○ shall comply with SAMSA's construction requirements or Classification Society Rules ○ shall comply with SAMSA's requirements for inland passenger vessels ○ must have all certification for equipment and safe operation ○ should satisfy buoyancy requirements ○ must meet the following intact stability specification <ul style="list-style-type: none"> ▪ not be able to heel 7 degrees with crowding of passengers to one side ▪ not heel more than 7 degrees when turning hard from full speed ○ should be able to maintain directional stability in shallow drafts ○ be able to turn a radius of 1.5 times the vessel length ○ be able to stop completely from full speed in 1 times the vessel length ○ should have communication systems as required by SAMSA ○ should have a public announcement system ○ should have navigation equipment in accordance with Safety of Navigation Regulations ○ should have safety equipment specified by SAMSA ○ should have enough electrical power and lighting as may be required ○ Boats shall be serviced on a regular basis and continuously maintained in seaworthy condition
8. Time of operation	Day only
9. Carrying capacity & staff-to-visitor ratio	2 staff members per vessel
10. Other operational parameters	<ul style="list-style-type: none"> • An EMP covering the establishment, operation and decommissioning of the activity shall be submitted by the Licensee to the iSimangaliso Wetland Park Authority for its approval. • Associated infrastructure, may be closed by or under the iSimangaliso Wetland Park Authority's approval (without notice or 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

	<p>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.</p> <ul style="list-style-type: none"> Water bodies, or portions thereof, and associated infrastructure may be closed and/or boat trips curtailed (without notice or compensation to the Licensee) for rehabilitation purposes if, in iSimangaliso Wetland Park 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	<ul style="list-style-type: none"> The Licensee shall submit the following for the iSimangaliso Wetland Park Authority's approval prior to the commencement of operations: <ul style="list-style-type: none"> boat designs for approval by the iSimangaliso Wetland Park Authority; EMP; a safety and rescue plan; samples of proposed marketing collateral; a map of the proposed boat-trip routes;

GAME DRIVES - DAY/NIGHT	
1. Activity concept	<ul style="list-style-type: none"> Guided game drives on public roads in the Park.
2. Area of operation	<p><i>Area of operation specific to Licence</i></p> <ul style="list-style-type: none"> Eastern Shores Western Shores
3. Infrastructure & facilities	<ul style="list-style-type: none"> Game-drive routes, clearly marked, for 4x4 and 2x4 vehicles. The Licensee may not construct any infrastructure in the Park.
4. Access	<ul style="list-style-type: none"> Through Park gate.
5. Key environmental issues	<p><u>General concerns:</u></p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.

	<ul style="list-style-type: none"> • 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. <p><u>Game-drive-specific concerns:</u></p> <ul style="list-style-type: none"> • 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 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: <ul style="list-style-type: none"> ○ soil compaction ○ adverse impacts when driving on clay soils too soon after rain ○ retardation of water regimes in wetland areas ○ erosion and sedimentation of watercourses from driving in riverbeds and on drainage lines ○ 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
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<p>6. Licensee operating rules</p>	<p><u>Establishment & maintenance of roads & tracks:</u></p> <ul style="list-style-type: none"> • A map demarcating the roads and tracks for use by the Licensee will be provided by the iSimangaliso Wetland Park Authority. Additional roads and tracks may not be used or opened up by the Licensee. The Licensee may however propose changes or additions to the road network in writing. The iSimangaliso Wetland Park Authority is under no obligation to approve these requests. The proposals must conform to the following: <ul style="list-style-type: none"> ◦ Roads and tracks must be aligned in a way that is sympathetic to the topography. ◦ Winding routes are preferred. Straight lines should therefore be avoided. • Where necessary, at the request of the iSimangaliso Wetland Park Authority, the Licensee shall: <ul style="list-style-type: none"> ◦ undertake approved surface erosion-protection at its cost. ◦ institute storm-water drainage must to control runoff and prevent erosion at its cost. ◦ re-vegetate disturbed areas susceptible to erosion at its cost. ◦ undertake remedial works on roads and tracks at its cost • Structures may not be placed across drainage channels without the iSimangaliso Wetland Park Authority's express written approval. • The crossing of rivers is to be handled in an approved, environmentally-friendly manner. Major crossings require an EIA. • Roads and tracks must be established and 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. <p><u>Game drives generally:</u></p> <ul style="list-style-type: none"> • The Licensee shall ensure that every game drive is under the control of a qualified ranger who is in possession of: <ul style="list-style-type: none"> ◦ a valid driver's license ◦ the relevant FGASA registration ◦ 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. • During night drives, headlights are to be turned off and spotlights turned away when approaching a vehicle or a sighting. • 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.
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	<ul style="list-style-type: none"> 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. <p>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 tree is too large to remove the matter must be reported immediately to the iSimangaliso Wetland Park Authority.</p> <ul style="list-style-type: none"> 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. <p><u>Behaviour at sightings:</u></p> <ul style="list-style-type: none"> 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 at night with spotlights turned tilted towards the ground and not at the animals' eyes. Should a hunting predator be encountered at night, 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 iSimangaliso Wetland Park Authority. The same pride may be viewed once before sunset and once after sunset. <p><u>Guest safety & behaviour:</u></p> <ul style="list-style-type: none"> Visitors may not alight from the vehicle other than at designated areas during daylight hours. Visitors may not alight from the vehicles at night while in the Park. No guest may occupy the tracker's seat. <p><u>Disturbance of environment:</u></p> <ul style="list-style-type: none"> The Licensee's activities must be so organised as to prevent interruption to animal movement as far as possible.
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	<ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> ○ 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 ○ 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 iSimangaliso Wetland Park Authority may require the Licensee to remove these at the Licensee's cost according to an approved programme of eradication. <p><u>Waste:</u></p> <ul style="list-style-type: none"> • 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. <p><u>Nuisance caused by baboons & other animals:</u></p> <ul style="list-style-type: none"> • The feeding of any animals, including baboons, monkeys, fish and birds is prohibited <p><u>Water & soil pollution:</u></p> <ul style="list-style-type: none"> • Drives are not permitted in drainage lines and riverbeds except at designated crossing points designated by the iSimangaliso Wetland Park 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.
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	<p><u>Other:</u></p> <ul style="list-style-type: none"> The Licensee must: <ul style="list-style-type: none"> 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 iSimangaliso Wetland Park Authority.
7. Equipment requirements	<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 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 windscreen, 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	<ul style="list-style-type: none"> Day or night.
9. Carrying capacity & staff-to-visitor ratio	<ul style="list-style-type: none"> 1 guide per tour group (max 12 people) provided guests have been briefed on the use of communication equipment in case of emergency

10. Other operational parameters	<ul style="list-style-type: none"> • An EMP covering the establishment, operation and decommissioning of the activity shall be submitted by the Licensee to the iSimangaliso Wetland Park Authority for its approval. • Game drives may be cancelled by or under the iSimangaliso Wetland Park 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, 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 roads or track may be closed (without notice or compensation to the Licensee) for rehabilitation purposes if, in the iSimangaliso Wetland Park 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	<ul style="list-style-type: none"> • The Licensee shall submit the following for the iSimangaliso Wetland Park Authority's approval prior to the commencement of operations: <ul style="list-style-type: none"> ○ EMP; ○ a safety and rescue plan; ○ samples of proposed marketing collateral; ○ a schedule of the intended erosion-control measures.

GUIDED WALKS & WALKING TRAILS	
1. Activity concept	<ul style="list-style-type: none"> • Travel by foot to indicated viewpoint or node for day trails (i.e. trails are between sunrise and sunset).
2. Area of operation	<ul style="list-style-type: none"> • On designated routes in the Western Shores section of the Park
3. Infrastructure & facilities	<ul style="list-style-type: none"> • None permitted.
4. Access	<ul style="list-style-type: none"> • 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, e.g., to attend to ill or injured guests or staff.
5. Key environmental issues	<p><u>General concerns:</u></p> <ul style="list-style-type: none"> • 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.
	<ul style="list-style-type: none"> • Pollution: <ul style="list-style-type: none"> ○ 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.

	<ul style="list-style-type: none"> • 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. <p><u>Additional hiking-specific concerns:</u></p> <ul style="list-style-type: none"> • 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. • 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	<ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> ○ 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;

	<ul style="list-style-type: none"> ○ 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 iSimangaliso Wetland Park 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: <ul style="list-style-type: none"> ○ 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 <p>from other users of the routes e.g., horses, bicycles.</p>
7. Equipment requirements	<ul style="list-style-type: none"> • The following equipment must be carried: <ul style="list-style-type: none"> ○ 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	1:12 in nature park
10. Other operational parameters	<ul style="list-style-type: none"> • An EMP covering the establishment, operation and decommissioning of the activity shall be submitted by the Licensee to the iSimangaliso Wetland Park Authority for its approval. • Hiking trails may be closed by or under the iSimangaliso Wetland Park Authority's approval at the sole discretion of the iSimangaliso Wetland Park 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 iSimangaliso Wetland Park Authority, for rehabilitation purposes if, in the iSimangaliso Wetland Park 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	<ul style="list-style-type: none"> • The Licensee shall submit the following for the iSimangaliso Wetland Park Authority's approval prior to the commencement of operations: <ul style="list-style-type: none"> ○ 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

43. ANNEXURE 13: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES NO

<input type="checkbox"/>	<input type="checkbox"/>	Annexure 1: Information Required
<input type="checkbox"/>	<input type="checkbox"/>	Annexure 2: Functionality Evaluation Requirements
<input type="checkbox"/>	<input type="checkbox"/>	Annexure 3: B-BBEE/Specific Goals Obligations
<input type="checkbox"/>	<input type="checkbox"/>	Annexure 4: Bidders PPP Fee Offer
<input type="checkbox"/>	<input type="checkbox"/>	Annexure 5: Concession Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure 6: Bid Cover Pages and Declaration Form
<input type="checkbox"/>	<input type="checkbox"/>	Annexure 7: Form of Suretyship
<input type="checkbox"/>	<input type="checkbox"/>	Annexure 8: Environmental Declaration Form
<input type="checkbox"/>	<input type="checkbox"/>	Annexure 11: Acceptable Wording of Bid and Performance Bond

44. ANNEXURE 14: INTEGRATED MANAGEMENT PLAN

(See attached separate document)