



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

ADDENDUM 2

BID NUMBER: DFFE-T034 (23-24)

BID DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MANNING, MANAGEMENT, AND MAINTENANCE OF THE POLAR SUPPLY AND RESEARCH VESSEL S.A. AGULHAS II AND ENVIRONMENTAL RESEARCH VESSEL ALGOA FOR 60 MONTHS.

Bidders should note that the closing date of 24 November 2023 at 11:00 has been changed and the bid will now close as follows:

Date: **12 DECEMBER 2023**
Time: **11:00**





forestry, fisheries
& the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID NUMBER: DFFE-T034 (23-24)

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MANNING, MANAGEMENT, AND MAINTENANCE OF THE POLAR SUPPLY AND RESEARCH VESSEL S.A. AGULHAS II AND ENVIRONMENTAL RESEARCH VESSEL ALGOA FOR 60 MONTHS.

Contact person:

Name: Ms. Ncumisa Mabece

Telephone No. 021 493 7239

E-Mail: nmabece@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 10 NOVEMBER 2023 AT 11H00

EXTENDED CLOSING DATE OF THE BID: 24 NOVEMBER 2023 AT 11H00

NEW EXTENDED CLOSING DATE OF THE BID: 12 DECEMBER 2023 AT 11H00

NB: Bidders should note that enquiries will only be allowed at least 10 days before the tender closes.

COMPULSORY INFORMATION SESSION:

A compulsory information session was held to provide clarity to the interested bidders to clarify the scope and extent of the work. The bidders will have the opportunity to ask questions where needed.

The compulsory information session was held as follows:

Date: **25 OCTOBER 2023**
Time: **10:00-12:00**
Platform/ Venue: **DEPARTMENT OF FORESTRY, FISHERIES, AND THE ENVIRONMENT,
V&A WATERFRONT BUILDING, AT MAIN BOARD ROOM, 2ND FLOOR,
EAST PIER 1 (CAPE TOWN)**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T034 (23-24)	CLOSING DATE: 12 DECEMBER 2023	CLOSING TIME:	11:00	
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MANNING, MANAGEMENT, AND MAINTENANCE OF THE POLAR SUPPLY AND RESEARCH VESSEL S.A. AGULHAS II AND ENVIRONMENTAL RESEARCH VESSEL ALGOA FOR 60 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment					
63 Strand Street					
Cape Town					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Ncumisa Mabece		CONTACT PERSON	Ms. Chuma Phamoli	
TELEPHONE NUMBER	021 493 7239		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nmabece@dffe.gov.za		E-MAIL ADDRESS	cphamoli@dffe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	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.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T034 (23-24)
CLOSING TIME: 11:00	CLOSING DATE: 12 DECEMBER 2023

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF THE BID.

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MANNING, MANAGEMENT, AND MAINTENANCE OF THE POLAR SUPPLY AND RESEARCH VESSEL S.A. AGULHAS II AND ENVIRONMENTAL RESEARCH VESSEL ALGOA FOR 60 MONTHS.

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----
R-----
R-----
R-----
R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R----- days
R----- days
R----- days
R----- days

5.1 Travel expenses (specify, for example, rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

R.....
R.....
R.....
R.....

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions, and development levies.

Name of Bidder:

5.2 Other expenses, for example, accommodation (specify, eg. Three star hotel, bed, and breakfast, telephone cost, reproduction cost, etc.). On the basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with the project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of the contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example, consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry, Fisheries, and the Environment

Contact Person: Ms. Ncumisa Mabece

Tel: (021) 493 7239

E-mail: nmabece@dffe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, or prices, including methods, factors, or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- The applicable preference point system for this tender is the 90/10 preference point system.

1.2 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.3 **To be completed by the organ of state:**

The total points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of **Regulation 4(2)** of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- (a) any other invitation for tender, that is 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for 90/10 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	A: Number of points allocated (90/10 system) (To be completed by the organ of state)	B: Number of points claimed (90/10 system) (To be completed by the tenderer) B=A(10)
more than 50% (fifty percent) ownership by Black people	10	
more than 50% (fifty percent) ownership by Women	10	
more than 50% (fifty percent) ownership by people with disabilities	10	
NB: POINTS CLAIMED BY SUPPLIER MUST BE THE SAME AS POINTS IN A FOR SPECIFIC GOALS		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Consent and Indemnity Form

CLIENT INFORMATION "CLIENT"			
Client Name	Department of Forestry, Fisheries and the Environment	Authorised Representative	
Email Address		Phone Number	

COMPANY INFORMATION	
Company Name	
Company Registration Number	
Director Name	
Director Surname	
SA ID Number	
Passport Number	

VERIFICATION

Commercial Enquiry

Reason for Enquiry:

- Confirmation of Company Statutory Information
- Confirmation of Director Details of the Company

INDEMNITY

I hereby authorise the Client / the Client's duly authorised verification agent, to forward my personal information, including but not limited to my name, surname, and identity number, to the verification suppliers acting on behalf of the Client (including but not limited to SAPS, the Government of RSA, any educational, training, credit bureau and fraud prevention organisation).

I authorise the Client / the Client's duly authorised verification agent to conduct all verification checks (including but not limited to credit bureau searches, drivers' licenses, employment history, employment salary verification and any other relevant checks in the pre- and post – employment vetting process).

I authorise Client / the Client's duly authorised verification agent to furnish personal information regarding my credentials, whether claimed or not, to the Client. I unconditionally indemnify the Client / the Client's duly authorised verification agent and its verification information suppliers against any liability which results or may result from furnishing information in this regard.

I understand that it is a condition of the South African Police Service and Tertiary Education Institutions, that:

- The information furnished to the Client will be disclosed to me for comment before a decision is made on my employment / application; and
- The Client is responsible for verifying the accuracy in respect of information furnished to the South African Police Service.

Signed at (Place)		On (Date)	
Authorised Director Signature			
Name and Surname of Authorised Director			



**forestry, fisheries
& the environment**

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

**THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF
STATE SUBSCRIBES TO AND PROPAGATES THE PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT
REGULATIONS, 2022.**

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MANNING, MANAGEMENT, AND
MAINTENANCE OF THE POLAR SUPPLY AND RESEARCH VESSEL S.A. AGULHAS II AND
ENVIRONMENTAL RESEARCH VESSEL ALGOA FOR 60 MONTHS.**

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1. LIST OF ABBREVIATIONS

ARPA - Radar With Automatic Radar Plotting Aid
B-BBEE - Broad-Based Black Economic Empowerment
BIMCO - Baltic International Maritime Council
CIPC – Companies and Intellectual Property Commission
CSD - Central Supplier Database
CTD – Conductivity Temperature Depth profiler
DCO/CSS – Departmental Coordinating Officer
DDG – Deputy Director General
DFFE - Department of Forestry, Fisheries and the Environment
DGPS - Differential Global Positioning System
DNV - Det Norske Veritas
DNV - Det Norske Veritas
ECDI - Electronic Chart Display and Information System
EPIRB - Emergency Position Indicating Radio Beacon
ETO – Electro-Technical Officer
GCC - General Conditions of Contract
GMDSS - Global Maritime Distress and Safety System
GPS - Global Positioning System
GRT - Gross register tonnage
Hz – Hertz
IACS - International Association of Classification Societies
ICASA – Independent Communications Authority of South Africa
ISM - International Safety Management
kHz – Kilohertz
KVA – Kilovolt-amps
kW – kilowatts
LBP – Length Between Perpendiculars
MCR – Maximum Continuous Rating
MHz – Megahertz
NDS - Navigation Distribution System
NQF - National Qualifications Framework
NRT - Net Register Tonnage
POPIA - Protection of Personal Information Act 4 of 2013
PPPFA - Preferential Procurement Policy Framework Act
SAMSA - South African Maritime Safety Authority
SANAE – South African National Antarctica Expedition
SAR - Search and Rescue
SARS – South African Revenue Services
SART - Search And Rescue Transponder
SOLAS - Safety of Life at Sea
SWL - Safe Working Load
UHF - Ultra high frequency
UWILD - Underwater Inspection in Lieu of Dry-Docking
VAT – Value-Added Tax
VDR - Virtual Data Room
VHRF - Very high frequency
VOC – Vessel Operating Costs
ZAR - South African Rands

2. PURPOSE

- 2.1 To appoint a service provider for the manning, management and maintenance of the Polar Supply and Research Vessel S.A. Agulhas II and Environmental Research Vessel RV Algoa for a period of 60 months or (5) years.

3. INTRODUCTION AND BACKGROUND

3.1 BACKGROUND

- 3.1.1. The Department of Forestry, Fisheries and the Environment's (DFFE) legal mandate and core business are to manage, protect and conserve South Africa's environment and natural resources. The mandate is informed by section 24 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996), which affords everyone the right to (a) an environment that is not harmful to their health or well-being; and (b) to have the environment protected for the benefit of present and future generations, through reasonable legislative and other measures.
- 3.1.2. Within the marine environment, through the Branch: Oceans and Coasts, the mandate is given effect through scientific research to gather relevant information to assist in policy and management decisions. Scientific research is conducted within the ocean space surrounding South Africa that includes the Southern Ocean that stretches to Antarctica. Therefore, the DFFE is responsible for the management of South Africa's interests in the Southern Ocean and Antarctica. In support of this, the DFFE operates the Supply and Research Ship S.A. Agulhas II and the Environmental Research Vessel RV Algoa.
- 3.1.3. The DFFE is responsible for the management of South Africa's participation in Antarctica (SANAE) and the Sub-Antarctic (Marion and Gough) Islands. Annual relief voyages are undertaken to these remote stations in order to conduct research, maintenance, replenish supplies (food, fuel, etc.), and the changeover of overwintering expedition teams. The SA Agulhas II is used to provide logistic support to the Southern Oceans and to the Islands such as Marion, Gough, and Antarctica, and undertakes a wide range of oceanographic and geological research programmes. The ship is designed as a multipurpose, logistic support and research Vessel.
- 3.1.4. The SANAE relief voyage takes place between December and March each year and, currently, this takes approximately seventy-five (75) days. This involves ferrying all the overwintering supplies for the Base as well as transporting the overwintering team and Base maintenance personnel. Because of its increased power and ice navigation capabilities, the

Vessel could at times depart earlier in the season and return later, thus providing a wider window for research.

- 3.1.5. The Marion relief follows a similar pattern and takes place in April/ May each year. Voyage duration is usually about six weeks (about 37 days), but could vary up or down.
- 3.1.6. The Gough Island relief voyage takes place in the spring months around September/ October each year and includes the ferrying of passengers to Tristan da Cunha under an agreement with the British Government. Here too, voyage duration is approximately six weeks (approximately 36 days) and could vary.
- 3.1.7. The SA Agulhas II is designed to be at sea for up to 300 days per year, 180 days for logistic support and 120 days for dedicated research cruises. In all the relief voyages, the ship is also used to harbour helicopters that are used to carry out most passenger movement and offloading of cargo. In addition, and of extreme importance in the vast and unpredictable continent of Antarctica and its surrounding ocean, is the Search and Rescue (SAR) function, which in most cases can only be conducted by the Helicopters from the Ship's Heli-deck and the Vessel will be expected to respond to (Search and Rescue) SAR incidents as required.
- 3.1.8. The RV Algoa is the only dedicated Environmental Research Vessel in the country and is a platform to conduct scientific research and gathering of important information, primarily around the coast of South Africa. The Vessel undertakes approximately 180-200 days of research-related cruises per year that range from mooring deployment and servicing and, Oceanography (Biology, Chemistry, Physics), Marine Top Predators, an Integrated Ecosystem Programme as well as benthic biodiversity assessments).
- 3.1.9. Note: scientific and scientific support systems are upgraded periodically

3.2 SHIP DESCRIPTION

3.2.1 SA AGULHAS II



Figure 1

Principal Particulars			
Vessel Owners:	Department of Forestry, Fisheries and the Environment (DFFE)		
Vessel Type:	Steel Hulled, Ice strengthened Antarctic Supply/Oceanographic Research		
Flag:	South Africa	Length Overall:	134m
Call Sign:	ZSNO	LBP: (perpendiculars)	121.5m
Official Number:	11205	Depth Moulded:	10.55m
Port of Registry:	Cape Town	GRT (t):	12897
MMSI:	601986000	NRT (t):	3870
Builder:	STX-Europe Finland	Hull Material:	Steel
Keel Laid:	2010	Beam Overall:	22m
Delivery Date:	2012	Breadth Moulded:	22m
Yard Number:	NB1369	Freeboard:	2.86m
Total Carrying Capacity:	144 persons	Maximum Draught:	7.7m
Classification Information			
Classification Society:	Det Norske Veritas (DNV)		
Class Notation:	+1A1 Passenger Ship, Ice Class IACS PC5 (ICE-10 for Hull) Winterised Basic, DAT (-35) EO, RP, HELDK-SHF Clean Design, COMF V(2)/C (2), NAUT-AW, TMON,BIS,DYNPOS-AUT, DE-ICE, LFL		
Accommodation Information			
Crew Cabins:			
Single Berth		Two Berth	
Three Berth		Four Berth	
Passenger Cabins:			
VIP Suites		Single Berth	
Two Berth		Four Berth	
Amenities:			
Upper and Lower Passenger Lounges		Crew Lounge	
Baggage Room		Hospital with Surgery facilities	
Laundry facilities on each deck		Gymnasium with change room, shower	
Library		Sauna	
Notes: Air Condition with Heating for Arctic conditions, Doctor normally carried onboard			
Vessel Performance			

Seagoing:			
Speed: (Max)	18knots @ 90% MCR	Consumption:	56.9 m ³ /day
Endurance:	57 days	Range:	24624nm
Speed: (Eco)	14knots @ 50% MCR	Consumption:	32.8 m ³ /day
Endurance:	99 days	Range:	33264nm
Ice Mode			
Speed: (Max)	18knots @ 100% MCR	Consumption:	65.6 m ³ /day
Endurance:	50 days	Range:	21600nm
When using Ice Mode, Vessel is capable of breaking through 1-meter-thick ice at a speed of 5knots			
Fuel, Lube Oil and Fresh Water Capacity			
Total Fuel Capacity:	3 660 m ³	Preferred Reserve:	400 m ³
Usable Fuel Capacity:	3 260 m ³	Fuel Type:	Marine Gas Oil
Fresh Water Capacity:	290 m ³	FW Production:	35mt per day
Machinery and Propulsion			
Main Engine			
Manufacturer:	Wartsila	Engine Type:	6L32
Number of ME's:	Four	Engine Rooms:	2 x Separated ER's
Power Output:	12 000kW (100% MCR)	Power Output:	10 200kW (85% MCR)
Propulsion Motor			
Manufacturer:	Converteam	Engine Type:	N3HXCH2LL8CH
Number of ME's:	Two	Power Output:	9 000kW
Notes: Generated for propulsion at 3.3 KVA, 3 phase, 50 Hz and Hotel Services are supplied at 3 phase, 50 Hz, 400 v			
Auxiliary Engines			
Manufacturer:	Mitsubishi	Engine Type:	S12R-Z3MPTAW-4
Number:	One Harbour	Power Output:	1351 KVA, 3 Phase, 50Hz, 400 v. Stamford PM734CZ
Manufacturer:	Volvo-Penta	Engine Type:	D 16 MG
Number:	One Emergency	Power Output:	490 KVA, 3 Phase, 50Hz, 400 v. Stamford HCM534E-1
Bow Thrusters			
Manufacturer:	Rolls-Royce	Type:	TT2000 DPN FP

Number:	Two	Power Output:	750kW each 1500kW Total
Stern Thrusters			
Manufacturer:	Rolls-Royce	Type:	TT2000 DPN RP
Number:	One	Power Output:	1200kW
Scientific Capacity			
Systems			
<ul style="list-style-type: none"> • A Network Data System acquires data from selected navigational, meteorological and scientific instrumentation. The data is sent to a dedicated server once every second and mean values logged once per minute. The real time data is transmitted continuously over the LAN and the logged data is made available in a shared folder on the network. • Seabird 911 CTD and Rosette Sampling System, Seabird S38 Remote Temperature Probe • Seabird SBE 45 Thermosalinograph and De-Bubbler, Kongsberg Topaz P18 Sub-bottom Profiler • Moon Pool, dimensions 2.4 x 2.4 m, for CTD deployment in ice covered waters • Drop Keel, extending to a depth of 3.0 m, containing: Scientific Echo Sounder, Simrad EK 60, 38/120/200 kHz, Scientific Deep Water Echo Sounder, Simrad EA 600; and Acoustic Doppler Current Profiler, RDI Instruments Ocean Surveyor II, 75 kHz. 			
Laboratories			
1 x Meteorological		1 x Operations Room	
1 x Dry Biological		1 x Underway Sampling	
1 x Wet Biological		1 x Liquid Scintillation Counter	
1 x Wet Geological		1 x General Chemistry	
Notes: Provision made for additional 6 "Own-User" Container Laboratories on deck aft.			
Winches			
<ul style="list-style-type: none"> - 1 x Hatlapa Electric Windlass with 2 x 349kN/160kN @ 5/15 m/min. Cable Lifters; with 2 x 150kN @ 15/30 m/min. Warping Drums - 1 x Rapp Hydema HW 200 E Vertical Plankton Winch, 1650 m x 6.35 mm conductor cable - 1 x Rapp Hydema HW 500 E Undulating Vehicle Winch, 760 m x 8.41 mm SWR (100 metres faired) 		<ul style="list-style-type: none"> - 2 x Hatlapa Electric Capstans, 100kN @ 15/30 m/min - 1 x Rapp Hydema HW 2300 E CTD Winch, 6,000 m x 11.73 mm conductor cable - 1 x Rapp Hydema HW 2300 E CTD Winch, 6,000 m x 12 mm Kevlar cable - 1 x Rapp Hydema DSW-4006 E Deep-water Coring Winch, 5000 m x 14 mm SWR - 1 x Rapp Hydema HW 500 E Plankton Towing Winch, 2500 x 11.73 mm SWR 	

				<ul style="list-style-type: none"> - 1 x Rapp Hydema HW 500 E General Purpose Towing Winch, 2500 m x 12 mm SWR - 1 x Rapp Hydema CF 600 E General Purpose Capstan, 3.0 t @ 12 m/min
Scientific Work Areas				
Poop Deck:	Space of 400 m ² with a 50 m ² wooden working deck served by a hydraulic A-frame with 6 loading points and a vertical sliding stern gate. Also on the after deck is a 4t SWL Deep Corer Davit by Triplex, with a 1t SWL Deep Corer Handling Frame attached			
Environmental Hangar:	A Triplex A-Frame with an SWL of 7 tons, operated through a side door for over-side CTD deployment. Moon pool with docking head for deployment of CTD and a 24-bottle rosette.			
Meteorology Systems				
2 x Lambrecht Weather Sensors, indicating wind speed and direction, air temperature, barometric pressure and relative humidity, Sea temperature given by the Skipper Log.				
General Arrangement				
Cargo Space				
Dry Cargo: (Bale)	3 801 m ³	Dry Cargo: (Grain)	4 602 m ³	
Oil Cargo:	510 m ³	Refrigerated:	79.4 m ³	
Notes: Three cargo hatches, all with tween-deck and lower hold				
Cargo Lifting Equipment				
1 x TTS 35 t @ 27.5 m knuckle boom cargo crane on the forecastle 2 x TTS 10 t @ 10 m knuckle boom cargo cranes forward on cargo deck starboard-side 1 x TTS 5 t @ 18 m knuckle boom stores crane aft				
Cargo Equipment				
1 x 2.6 ton Electric Forklift Truck 2 x 10 m inflatable rafts with a working capacity of 15 tons if paired				
Navigation Equipment				
Integrated Navigation System by Raytheon Anschutz, GMBH, Kiel, Germany				
Gyrocompass	2 x Anschutz Type 22 Digital	GPS	2 x Saab R4 DGPS Receivers	
Autopilot	Anschutz NautoPilot 2025	ECDIS	2 x (Main + Secondary) Raytheon Anschutz ECDIS Blackbox Version with Overlay	

Echo Sounder	Raytheon Anschutz GDS101 50/200 kHz	Speed Log	Skipper DL850 2 Axis Doppler Log
Radars	1 x Raytheon Anschutz S-Band 30kW ARPA Chartradar Blackbox System 2 x Raytheon Anschutz X-Band 25 kW ARPA Chartradar Blackbox Systems with one fitted with a high-speed scanner 1 x Sigma S6 Integrated Radar Processing System, for ice navigation	Conning Screen	The ship's operating parameters such as position, speed, propeller pitch, rudder angle, wind direction, wind speed, etc. are displayed either in graphic or alpha numeric form on the bridge and in the Captain's cabin
Dynamic Positioning System (Level 1)			
1 x Navis 4001 DP System 1 x Navis 4011 Joystick Control System		1 x Model LID3-G1 DGPS Receiver 1 x Radascan - high accuracy, portable transponder	
Helicopter Support and Facilities			
Helideck Landing Deck Area: 120m2 110t Jet-A1 bunker capacity		Manual sprinkler system for hangar Hanger Facilities: Enclosed hangar capable of fitting two PUMA-size helicopters	
Communication Equipment			
Radio and Satellite Equipment to GMDSS Sea Area 4			
BRIDGE Communication Console – 2 x Raytheon Anschutz MF/HF DSC Radio Controllers CU 5100 – 1 x Raytheon Anschutz VHF DSC Controller RT 5022 – 1 x Sailor Inmarsat C Message Terminal TT3606E – 3 x Raytheon Anschutz printers H1252B/TT- 3608A for above – 1 x Raytheon Anschutz GMDSS Alarm Panel AP 5042 – 3 x Sailor GMDSS VHF Portable Radios, SP 3520		Bridge Main Console – 1 x Raytheon Anschutz VHF DSC Duplex Controller RT 5020 – 1 x Motorola GM 360 UHF radio – 1 x Raytheon Anschutz GMDSS Alarm Panel AP 5065 Bridge, Office – 22 x UHF Radios, Motorola – Navtex Receiver, NCR-333 – Weather Facsimile Receiver, Raytheon Anschutz Blackbox FAX-30	

<ul style="list-style-type: none"> - 1 x ICOM Air band Portable VHF Radio (With headset and microphone) 	
<p>Bridge Helicopter Console</p> <ul style="list-style-type: none"> - 1 x Raytheon Anschutz VHF Radio Controller CU 5000 - 1 x Becker Air band VHF Radio - 1 x Motorola VHF Radio DM 3600 	<p>Bridge, After Bulkhead</p> <ul style="list-style-type: none"> - 2 x SARTs, Sailor 6913A-SART (1 Port, 1 Starboard) - 1 x EPIRB, ACR Satellite II 406 MHz
<p>Bridge Starboard Console</p> <ul style="list-style-type: none"> - 1 x Sailor VHF Radio 6210 <p>Bridge Port Console</p> <ul style="list-style-type: none"> - 1 x Sailor VHF Radio 6210 	<p>Monkey Island (Deck 10)</p> <ul style="list-style-type: none"> - 1 x EPIRB (Float Free), TRON 40S Mk II 406 MHz - 1 x VDR Capsule
Other Features	
<ul style="list-style-type: none"> - Stabilizer tank - Double hull - Heeling tank/pump system - Closed-circuit television available to points around the ship - 2 x 200 hp 10-man SOLAS Fast Rescue Boats - 1 x 230 hp Weedo 710 Tug/Workboat, Bollard Pull 2.2 tons 	<ul style="list-style-type: none"> - 1 x 40 hp 6-man inflatable dinghy for inshore scientific work - NOVEC/ CO2 flooding system for machinery spaces and cargo holds - Water mist system throughout accommodation spaces - Inert gas system for Jet-A1 tank spaces - Foam monitors for flight deck and cargo deck helicopter operations - Impressed current, Cathodic protection system

3.2.2 RV ALGOA

The research ship *RV Algoa* conducts environmental research in support of management decision-making processes. The ship is the only environmental research platform of this size in South Africa and conducts scientific expeditions around the coastline as well as outside of the Exclusive Economic Zone of the country. The scientific work conducted from the ship forms the backbone of environmental information that is primarily focussed on physical oceanography, chemical oceanography, biological oceanography, marine biodiversity, coastal monitoring, marine mammal research as well as collection of short-, medium and long-term data and information required for advising on sustainable development and management of the oceans. The ship has been designed to be at sea for up to 240 days per year for research and oceanographic operations.



Figure 3

Specifications	Steel hulled Environmental Research Ship, converted French Wet fish Trawler
Classification	Bureau Veritas
Built	1975
Builders	Atliers et Chantiers (France) (Converted by Dorbyl Marine, Cape Town 1993)
Flag	South Africa
Port of Registry	Cape Town
IMO Number	7410369
Call Sign	ZR 4311
Official Number	19112
Cruising Speed	10.0 knots
Maximum Speed	12.5 knots
Range	6000 nautical miles
Endurance	20-30 days

Compliment	Crew 19, Scientists 16
Affiliation	DFFE of Forestry, Fisheries and the Environment, Branch: Oceans and Coasts, Chief Directorate: Ocean and Coastal Research
Main Dimensions	
Length OA	52.55m
Breadth	10.8m
Draft	3.75m
GRT	759.38 T
NRT	227.81 T
Power	1 472 kW
Propulsion	
Single Crepelle SN, turbo charged and intercooled 12-cylinder 4 stroke diesel engine driving an Eyscher Weiss controllable pitch propeller.	
Maximum Power	1472 kW @ 200HP
Bowthruster	Schottel SRP170 LSV, 280 kW Retractable
Bunker Capacity	138T
Electrical Power	
Two M.A.N diesel genets, each 280 kVa, 380/220 v, 3 phase, 50 Hz AT 0.8 pf.	
Shaft Generator	
Stabilised Supply	
Navigation Equipment	
Gyro Compass	SIMRAD RGC 50
Magnetic Compass	Cassens and Plath
Autopilot	SIMRAD AP-50
Radar	FURUNO FR-2125 3cm
	FURUNO NAVNET 10cm
Speed Log	FURUNO DS-70
Echo Sounder	SKIPPER GDS 101-50kHz transducer (1000m depth)
	SKIPPER EK60-38kHz transducer (5000m depth)
GPS	S x LEICA MX-412 DGPS
Navtex	FURUNO NX-500
Anemometer	SIMRAD IS-12
	Young Wind Tracker
Sea Surface Temperature	SEABIRD SeaCat Thermosalinograph

Electronic Charts	MAXSEA Charts
AIS	FURUNO FA-100
Direction Finder	1 x VHF Type Regency Multi-Directional on all Channels
Meteorological Equipment	
Weather Pak by Coastal Environment System, giving wind direction and speed (relative and true), air temperature, relative humidity, barometer pressure and bio spherical QSR2100 PAR sensor for underway light data.	
All meteorological data is networked over the NDS as well as the Seabird SBE 45 Thermosalinograph with SBE 38 remote temperature probe, water depth and Vessel navigation information	
Communications and GMDSS	
Sailor VHF (RT 2048)	
Sailor VHF DSC (RM 2042)	
Sailor SSB (RE 2100)	

3.3 ADDITIONAL INFORMATION ABOUT OPERATIONAL / CLIMATIC CONDITIONS

3.3.1 SA AGULHAS II

MAIN AREA OF OPERATION

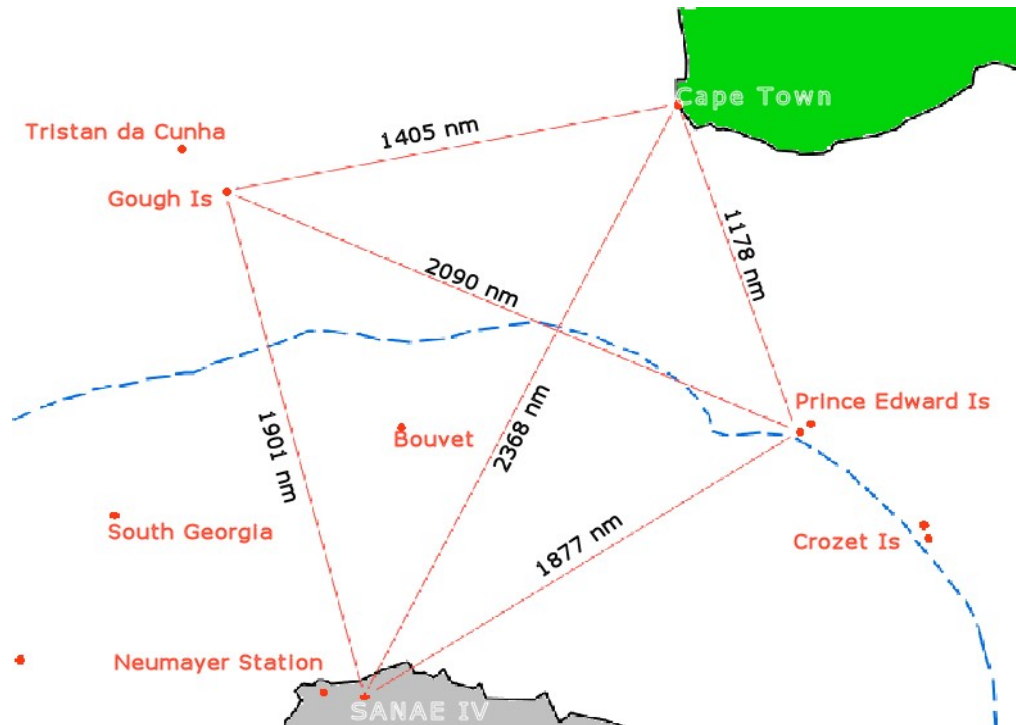


Figure 3

3.3.1.1 MARION ISLAND

- a. Marion Island is a volcanic island that forms part of South African territory and is Special Nature Reserve. It is about 24 km x 16 km and rises to 1186m (highest peak) above sea level. Its position is 46°52'S and 37°51'E within the so-called "roaring forties". The weather is generally cold, cloudy and windy with only about 29% sunshine per year. The mean minimum and maximum temperatures are 2.8°C and 8.1°C respectively but temperatures as low as -4°C to -6°C occur frequently through the year. The annual rainfall is 2500mm; spread evenly throughout the year, with snow and ice mostly in winter.
- b. The base at Marion is spread within 300 metres from the water's edge and is between 40m and 90m above sea level. Nearly all of the cargo and personnel will be discharged by helicopter here. There are also 9 field huts spread around the island (one which is 800m above sea level). Limited cargo (generally one customized container per hut) and personnel are dispatched to the huts. Hazardous cargo (handy gas) is slung on top of the containers and transported to the huts. Because of sensitive seal, penguin and birds breeding colonies, there are "no fly-over zones" on the island, which means that the shortest distance from the base to a particular hut may not be a straight line

3.3.1.2 GOUGH ISLAND

- a. Like Marion, Gough Island is a volcanic island with the geographic position 40°21'S and 09°52'W. It is roughly 7km x 3.5 km in size and oblong in shape with the highest peak rising to 910m above sea level. The average annual temperature is 11.5°C (some 6°C higher than Marion). On occasion, a high of 15°C is reached with a minimum close to zero (and only on rare occasions will the temperature drop to 1 - 2°C below zero). Annual rainfall is about 3120 mm and the Island is also in the gusty "roaring forties" with a mean wind speed of 12m per second can be expected.
- b. The base at Gough is 200 metres from the water edge. The height above sea level of the base is about 40m to 80m. Flying at Gough apart from discharging cargo and personnel from ship to base, is restricted to two other sites (generally one container per site). One of these is about 800 meter above sea level, while the other is close to sea level; it is on the opposite side of the island. The provisions governing flights over the

islands as recorded in the Gough Island Management Plan must be adhered to at all times.

- c. The DFFE has a 20-year bilateral agreement with the British Government to transport British Citizens from Cape Town to Tristan Da Cunha which is about one day sailing from Gough Island.

3.3.1.3 ANTARCTICA - SANAE

- a. South Africa's Antarctic base SANAE is some 250 km of the ice edge (shelf), built on a rocky outcrop (800 meter above sea level) named Vesleskarvet. The S.A. Agulhas II with its multi-purpose and ice-strengthened hull sails through the ice until it reaches the ice shelf where the cargo is discharged through the crane on top of the 30 metre ice-shelf and the personnel is transferred by two Helicopters.
- b. Antarctica is a continent of extremes (coldest, highest, windiest, etc.). Operational conditions here are far from ideal. The Ship should be able to operate in temperatures of down to -30°C (absolute minimum for Antarctic Summer), winds of up to 40 knots with very low humidity and low visibility. A summary of services required during the Antarctic voyages which forms part of the bid is as follows:

3.3.1.4 GENERAL INFORMATION REGARDING ACTIVITIES IN ANTARCTICA AND THE ISLANDS

- a. Discharging of cargo and personnel as well as back-loading is done exclusively by helicopter at the Islands. The ship is never completely stationary during the discharging or back-loading operations. The ship is turned broadside into the wind for these operations; so it is drifting as a result of the wind. Swell and wave action also cause vertical movement of the flight decks. Furthermore, there is an urgency to complete a wide range of several critical activities during these expeditions to the Islands (and also to Antarctica); so, it is imperative that all the cargo and personnel be discharged immediately upon arrival within a very limited time (weather permitting).
- b. The requirement at Marion Island is approximately 80 containers and 80 personnel within one day and at Gough Island approximately 30 containers and 40 personnel. It is therefore of extreme importance that the successful bidder provides operators/crew with extensive cargo handling and slinging experience.

4. OBJECTIVES

- 4.1 The appointment of the service provider will enable the DFFE to access necessary ship management services, qualified crew and optimally operating infrastructure in order to:
 - 4.1.1 Perform the logistics mandate required science for Antarctica and the sub-Antarctic Islands effectively and in a safe manner, and
 - 4.1.2 Undertake the mandated scientific research in the ocean space surrounding South Africa as well as around Antarctica and the Southern Ocean.

5. SCOPE AND EXTENT OF WORK

- 5.1 The service provider shall be responsible for manning, managing, and maintenance of the Vessels and providing the enabling infrastructure and support staff to enable the DFFE to fulfil its obligations to provide logistic support for the following:
 - 5.1.1 The servicing of the bases on the Antarctic mainland, Marion Island, Gough Island and Tristan Da Cunha; and
 - 5.1.2 Any other voyages as directed by the Deputy Director General: Oceans and Coasts; and
 - 5.1.3 Conducting dedicated research voyages on both Vessels as set out in the annual ships' operation programme.

NB: The annual average number of days at sea for the S.A. Agulhas II is two hundred (200) and for the RV Algoa two hundred (200) days.

6. EXPECTED DELIVERABLES / OUTCOMES

- 6.1 Service Provider Responsibilities
 - 6.1.1 Ensure that the Vessels are at all times operated and maintained in accordance with the South African flag requirements (SAMSA) of their Administration and approved International Association of Classification Societies (IACS).
 - 6.1.2 Select and supply the Crew members for the Vessels in accordance with Flag State requirements. Each member of the Crew shall be suitably qualified and competent to provide the level of support necessary for the type of operations carried out by the Vessel.
 - 6.1.3 Ensure that the Vessel is manned by South African Crew at all times. Where this requirement cannot be met reasons for such non-compliance must be clearly stated in the Bid Submission. Any such deviation will be subject to approval by the DFFE and any such

Crew must be properly qualified to hold the post in which they are appointed and comply with all SAMSA requirements.

- 6.1.4 Ensure that the requirements of South African Flag regulations and other applicable laws are satisfied at minimum with respect to the following:
 - a. The rank, qualification, and certification of the Crew.
 - b. Manning levels.
 - c. Employment regulations.
 - d. Crew's tax and social insurance requirements.
- 6.1.5 Ensure that the Crew shall all have a command of the English language of a sufficient standard to enable them to perform their duties safely. This is important for their interaction with DFFE's personnel on board.
- 6.1.6 Ensure that the Crew's individual contracts of employment specify clearly that the Managers are their employers and not DFFE.
- 6.1.7 Instruct the Crew to obey all reasonable orders of the DFFE (via the Master), including, but not limited to orders in connection with safety and navigation, avoidance of pollution and protection of the Environment.
- 6.1.8 Ensure that no persons shall proceed to sea on board the Vessel without the prior consent of the DFFE.
- 6.1.9 Ensure that both Vessels are to be entered with a DFFE-approved P&I company at all times; including hull and machinery insurance.
- 6.1.10 Unless otherwise mutually agreed, implement the DFFE's Drug and Alcohol Policy, the costs of which shall be borne by the successful bidder.
- 6.1.11 Maintain the ISM Code on the Vessel, implement a safety management system that meets the requirements of the ISM code
- 6.1.12 Maintain the ISPS requirements in accordance with Flag requirements and implement a security management system that meets the requirements of the ISPS code.
- 6.1.13 Maintain other Flag requirements e.g. IOPP, SOPEP, etc – meet the requirements of the applicable IMO conventions, and ensure compliance of legislation giving effect to the Convention.
- 6.1.14 Attend all matters relating to the Crew's employment and discipline and in regard thereto, shall adhere to accepted industry practice and the applicable legislation.
- 6.1.15 Develop an establishment plan which identifies by rank and qualification sufficient numbers of qualified and experienced personnel so that;
 - a. Both Vessels can at all times be manned in accordance with the relevant Safe Manning Certificate.

- b. A proper relief and/or leave programme is operated.
 - c. It must be noted that operational manning levels for both Vessels exceed the Safe manning levels.
- 6.1.16 Appoint the Master, Chief Officer, Chief Engineering Officer, and the Bosun, in consultation with the DFFE, who shall have the right to veto such appointment.
- 6.1.17 In the event of the DFFE being dissatisfied with the performance of a Crew member, the service provider is to take, at their expense, such steps as the DFFE regards as being appropriate to remedy the situation.
- 6.1.18 Ensure that changes in Officer personnel on board the Vessel are planned so as to allow adequate time to fully brief the relief Crew before leaving a Vessel.
- 6.1.19 In terms of relief of personnel within the Officers Corps, there shall be no change out of personnel that will result in a greater than 30% change in the Deck or Engineering capacity. This is to ensure continuity of expertise aboard the Vessels.
- 6.1.20 Make and pay for all travel arrangements for the Crew as part of the crewing costs.
- 6.1.21 Bidders must take note of the S.A. Agulhas II and RV Algoa operational areas and thus make adequate provision for their appropriate protective clothing.
- 6.1.22 Ensure that all crew members are properly trained and certified to operate such machinery and equipment as they might be called upon to do, in the execution of their duties.
- 6.1.23 Indemnify the DFFE against any claim which might be made by a member of the Crew or any connected Person from or relating to their employment on board the Vessels.
- 6.1.24 Appointment of Specialists: The DFFE is obliged to occasionally carry specialist persons aboard in order to meet statutory or safety requirements. The sporadic nature of their employment mitigates against their permanent employment. In such instances, the service provider is to procure the services of such specialists and pass the costs on to the DFFE. The following circumstances apply:
- a. A medical doctor accompanies S.A. Agulhas II on all voyages to the islands and Antarctica.
 - b. On some voyages, it may be necessary for a technical specialist to render assistance as and when required. This is particularly important when the Vessel enters a port other than Cape Town. Costs are to be recovered from the DFFE.
- 6.1.25 Appointment of Specialists: As and when required, when the DFFE undertakes a New Vessel Build or Vessel Refurbishment as a replacement of one of its existing Vessels, specialists in naval architecture, engineering or any field required to successfully complete the process must be appointed. In such instances, the service provider is to procure the service/s of such specialist/s and to pass the costs on to the DFFE.

- 6.1.26 The appointed service provider must act on request of the DDG: Oceans & Coasts, as Project Manager in instances where the DFFE undertakes a New Vessel Build or Vessel Refurbishment process, through an approved state procurement process, in order to ensure delivery of the replacement Vessel timeously. In such an instance, the service provider will submit the associated costs of delivering this service for the DFFE's approval. These costs will be separate from the general Service Level Agreement.
- 6.1.27 The service provider should be prepared to add any additional Vessel/s to the Service Level Agreement at any time through the period under contract. In such an instance, the additional costs associated with each additional Vessel should be presented separately and the Service Level Agreement and Budget amended and approved by the DFFE.
- 6.1.28 The service provider is required to appoint the Ship's agents and stevedoring assistance as and when required. This is particularly important when the Vessel enters a port other than Cape Town. Costs are to be recovered from the DFFE.

6.2 Working Practices

- 6.2.1 All systems and equipment on board the Vessels are to be properly used and all standard procedures, including manufacturer's instructions and operating manuals, etc. are to be observed, and, wherever practical, Standard Operating Procedures should be in place for all routine processes.
- 6.2.2 Appropriate standards of hygiene are to be maintained. The living quarters, catering areas, storerooms, and public areas are to be inspected by the Master on a weekly basis whilst at sea and at least monthly during lay-up periods.
- 6.2.3 The DFFE's smoking / no smoking practices are adhered to.
- 6.2.4 The DFFE's drug and alcohol policies are adhered to.
- 6.2.5 No unauthorised persons are allowed on board the Vessel.

6.3 Safety

- 6.3.1 The Masters shall, at all times, be and remain responsible for the safety of the Vessels and shall have the right to refuse to give effect to any instruction which in his or her view might jeopardise the safety of the Vessel, its personnel, and the risk of pollution.
- 6.3.2 All Vessel operations shall be carried out in a safe and seamanlike manner, having regard to the applicable laws and regulations.
- 6.3.3 All Crew members shall be properly trained in safety and emergency procedures and in safe working practices. In Addition, the Master shall ensure that all other persons on board are properly instructed in relation to the Safety and Emergency procedures. Bidders are to note that all DFFE personnel are required to have SAHMS-approved Medical, Personal Safety, and Social Responsibility (PSSR) or Personal Survival Techniques (PST) certificates and

these are verified by the ship doctor prior to sailing. Non-DFFE personnel are to be regarded as Passengers.

6.3.4 All accidents, which result in injury or death shall be reported to the DFFE as soon as is practically possible, an investigation and in a written report shall thereafter follow giving full details of the incident in question. The written report shall be in addition to any report furnished in accordance with statutory requirements and shall be accompanied by sworn statements by all witnesses to the incident in question.

6.3.5 The International Safety Management Code aboard Vessels is surveyed by Lloyds Register, including a Safety Management System that is audited by an accredited authority who issues a document of compliance to the management company and a Safety Management Certificate to the Vessels – as directed by SOLAS Chapter 9.

6.4 **Safety in Port**

6.4.1 S.A. Agulhas II has a permanent berth adjacent to the DFFE premises, East Pier Victoria, and Alfred Waterfront.

6.4.2 RV Algoa is berthed adjacent to the DFFE premises, East Pier Victoria, and Alfred Waterfront.

6.4.3 The service provider is to meet all the requirements of ISPS in terms of security arrangements on board both Vessels.

6.4.4 S.A. Agulhas II has a dedicated Security Office, with CCTV coverage of all working and access areas.

6.4.5 Access (by non-service provider personnel) to both Vessels is to be strictly controlled and only persons authorised by the DFFE are given controlled access.

6.4.6 All DFFE personnel are issued with identity cards, which have to be displayed when boarding the Vessel.

6.4.7 Access to the Vessel by sub-contracts out repairs (on instruction by the service provider) must be strictly controlled by the service provider.

6.5 **Insurance Claim Handling**

6.5.1 The service provider shall ensure the Vessel in respect of all Protection and Indemnity risks with a DFFE-approved Protection and Indemnity Association, including Hull and Machinery.

6.5.2 The service provider shall:

a. Ensure that all premiums or call-in respect of the insurance referred to in paragraph 5.5.1 above are paid promptly by their due dates.

b. Ensure that the said insurance shall name the DFFE as co-assured (unless advised by the DFFE to the contrary).

- c. Provide evidence that they have complied with their obligations in paragraphs 5.1, 5.2.1 above within 30 days following commencement of the agreement and after each renewal date.
- d. Ensure that the said insurance shall name the DFFE as co-assured (unless advised by the DFFE to the contrary).

6.6 **Accounting**

- 6.6.1 Establishment of an accounting system that meets the requirements of the DFFE provides regular accounting services, and supplies regular reports and records in accordance therewith.
- 6.6.2 Maintain the records of all costs and expenditures incurred hereunder as well as data necessary for the settlement of accounts between the parties.
- 6.6.3 The service provider shall arrange for the supply of all operational equipment, stores, and victuals necessary for the normal operation of the Vessel and any other operational needs that may arise, for instance, emergency voyages, and charters.

6.7 **Bunkering**

- 6.7.1 The service providers shall arrange for the provision of bunker fuel of the quality specified by the DFFE, with due care being exercised to plan such purchases to minimise the impact of fluctuating fuel prices.

6.8 **Technical Management**

- 6.8.1 The service providers shall provide technical management which includes, but is not limited to, the following functions:
 - a. Provision of competent personnel to supervise the maintenance; and
 - b. General efficiency of the Vessels by Crew or Superintendent.
- 6.8.2 Vessel complies with the standards required by the DFFE, SAMSA, Classification Societies, and other statutory authorities, which shall include but are not limited to the following:
 - a. Drafting repair specifications, maintenance schedules, and survey programs, including safety management systems,
 - b. Maintaining accurate records of all repairs and services, including planned maintenance systems,
 - c. Recommending changes in routines practices, methodology, and/or policy intended to improve efficiencies, reliability, safety, and/or the operating economies of the Vessel,
 - d. Liaising with the Officers on board the Vessel and the Operations Manager so as to minimise the effect of repairs and refits on the operations of the Vessels,
 - e. Supervision and control of third-party contractors,

- f. Ensuring that both the external and internal appearance of the Vessels are maintained so as to reflect favourably on the DFFE,
 - g. Ensuring that the Vessels are properly prepared for all voyages,
 - h. Arranging all surveys to meet Classification Society (DNV) and South African Maritime Safety Authority requirements,
 - i. Planning and executing all repairs or modifications arising from such surveys and confirming that such repairs or modifications have been satisfactorily completed,
 - j. Maintaining proper records of all such surveys and submitting copies of all relevant certificates and records to the DFFE,
 - k. Regular liaison with DNV and with the South African Maritime Safety Authority to ensure compliance with their requirements at all times, and any foreign Coastal State to be visited,
 - l. Arrangement of the supply of necessary stores, spares, and lubricating oil,
 - m. Appointment of surveys and technical consultants as the service provider may be considered from time to time as being necessary,
 - n. Maintenance and replacement of DFFE research equipment and infrastructure of the Vessel, including small boat fleet and diving equipment,
 - o. Research winches and cables,
 - p. Davits and cranes used to deploy scientific equipment,
 - q. Hull mounted transducers,
 - r. Thermosalinograph, and
 - s. All laboratory and associated infrastructure.
- 6.8.3 The service provider shall be entitled to incur the necessary expenditure to ensure that the Vessels comply with all requirements and recommendations of the Class, SAMSA, and all other relevant South African and international laws and regulations.
- 6.8.4 Wherever practical the service provider Crew shall carry out onboard routine repairs, servicing, and maintenance routines and shall keep the employment of third-party contractors to a minimum. This is not aimed purely at reducing costs but will serve to develop higher skills.
- 6.8.5 Shore-based personnel employed by the Managers required to render management and support services to Vessels shall include at least one master Unlimited and Chief Engineer Officer Unlimited. (Note to General Operations).
- 6.8.6 Of major importance to the effective operational management of the Vessels is the adherence to the principle of a single point of contract between the service provider and the DFFE.

- 6.8.7 To this end the service provider shall nominate and appoint a suitably experienced Officer to act as Contract Administrator with responsibility for the day-to-day contact with the DFFE.
- 6.8.8 The Contract Administrator shall be based in Cape Town and shall have the authority to bind the service provider in relation to anything that might be agreed upon by the DFFE and the service provider. Bidders are to provide details of the nominated individual in terms of qualifications and experience.
- 6.8.9 In turn, The DFFE will appoint an Operations Manager. The Operations Manager is responsible for the planning and execution of the operational programs with the Contract Administrator.
- 6.8.10 In addition to the Contract Administrator, the service provider is to appoint appropriately qualified and experienced Superintendent staff to manage the repair and maintenance programmes of the Vessels. Bidders are required to provide details of such personnel and they would be deployed.
- 6.8.11 The annual Ships programme is compiled by the Ship Operations Manager who will consult with Contract Administrator to plan routine maintenance and docking schedules to ensure that they do not clash with operational requirements. Such planning takes place six months prior to the commencement of the financial year (1st April).
- 6.8.12 The annual programme will be used as a basis for more detailed, short-term planning throughout the year. This requires very close cooperation between the Operations Manager and the Contract Administrator.
- 6.8.13 Prior to each voyage, a briefing session will be held between the Operations Manager, the DCO/CSS (S.A. Agulhas II), the CSS (RV Algoa), and senior ship's personnel. These are to ensure that the Vessels equipment and systems are fully functional and to go over specific operational requirements.
- 6.8.14 Sailing instructions are compiled and signed by the relevant DCO/CSS and Operations Manager, the DCO/CSS, and formally approved by the Director: Oceans and Coasts. These documents set out in detail the operational requirements for each voyage and form the basis for all activities to be undertaken. The sailing instructions will be with the Master and the Managers at least one month prior to sailing. Execution of the Orders is the responsibility of the DFFE Coordinating Officer or the Chief Ship Scientist (S.A. Agulhas II) or the Chief Scientist (RV Algoa).
- 6.8.15 After each voyage, a wash-up meeting will be held aboard to go over any technical issues that require attention prior to the next voyage. Such meetings will also be used to highlight any operational shortcomings. The meeting will be chaired by the Operations Manager and attended by senior ship personnel, The DCO / CSS, and the relevant Superintendent.

6.8.16 Specifications for refits and dockings referred to above are to be compiled in consultation with the Operations Manager. This is particularly important because of the array of hull-mounted sensors that require maintenance.

6.9 **Role of the Crew**

6.9.1 Ensure the safe navigation of both Vessels at all times.

6.9.2 To maintain and display a high standard of professionalism.

6.9.3 To ensure that the S.A. Agulhas II and Algoa are kept and maintained in presentable manner activities at all times.

6.9.4 To provide a safe, clean, and hygienic environment.

6.9.5 In addition to normal activities, the Crew shall:

- a. Assist stevedores with the loading and discharging of cargo in the port.
- b. Assist at all times with the discharging and backloading of cargo at the three remote research bases as well as at Tristan da Cunha.
- c. Assist with loading and offloading of scientific gear and consumables.
- d. Operate scientific winches for deploying and retrieving sensitive scientific equipment.
- e. Assist with spooling new warps and wires onto drums and maintenance.
- f. Assist paying passengers with their cabin luggage.
- g. Assist paying passengers and others disembarking and embarking at Tristan Da Cunha, Gough and Marion Island.
- h. Have a good command of the English language to understand the technical instructions from the DFFE's personnel and passengers.

6.10 **Service Providers Right to Subcontract**

6.10.1 The service provider shall not sub-contract any of their management and crewing obligations hereunder to a third party without the consent of the DFFE.

6.11 **Compliance with Laws and Regulations**

6.11.1 The Managers will not do or permit anything to be done which might cause any breach or infringement of South African Laws and regulations, including the relevant international maritime regulations

6.12 **Collision, Salvage, and Towing**

6.12.1 Should a Vessel become involved in an incident that may give rise to legal proceedings the Managers shall take prompt steps to protect the DFFE's interests and shall forthwith send a report of the Incident to both the DFFE and the South African Maritime Safety Authority.

6.12.2 The Managers shall not commence any legal proceedings relating to a Vessel, or any incident in which the Vessel might have been involved without the consent of the DFFE.

6.12.3 No Vessel shall be used to render salvage (except life salvage) or towage services without the consent of the DFFE. Should a Vessel be used to render towage or salvage services without the authority of the DFFE, the Managers shall be liable for any loss or damage, whether direct or consequential, which may arise from the rendering of such services and shall indemnify and hold the DFFE harmless in respect of any loss or damage, whether direct or consequential, for which the DFFE may be held liable to a Third Party unless directed by DDG Oceans & Coasts such as in an MRCC rescue operation.

6.13 Role of DFFE Personnel at Sea

6.13.1 Logistics / Relief Voyages (*S.A. Agulhas II*).

6.13.2 On all relief voyages, DFFE is represented by the DFFE's Co-ordinating Officer, whose role is to direct all logistics operations in consultation with the Master and Helicopter operator. The DCO generally has a Deputy, with whom duties are shared.

6.13.3 The DCO is responsible for all passengers, including the paying Passengers on Gough Island voyages.

6.13.4 The DCO liaises with all Group Leaders and is responsible for arranging and chairing all group meetings.

6.13.5 The DCO is responsible for ensuring that the Master receives Safety Sheets of all chemical and hazardous substances (to be loaded as cargo) in advance of sailing.

6.13.6 The Ship's Doctor will form part of the crew and will be under the command of the Master.

6.13.7 Research Voyages (both Vessels).

6.13.8 On Voyages where research activities are carried out, there is a Chief Shipboard Scientist. Their responsibilities are as follows:

- a. Ensure that Sailing Instruction and pre-sailing briefing with the Master are carried out well in advance.
- b. Ensure that the Master receives Safety Sheets of all chemicals and hazardous substances (to be used by the scientists in the laboratories).
- b. Confirm with the Master or Purser that all scientific Personnel has updated their PSSR/PST and Sea Going Medicals required by SAMSA.
- a. Ensure that all equipment, and consumables are loaded securely and safely on board at least one day prior to sailing.
- b. Ensure all personnel are on board two hours before sailing.
- c. Inform the Master of any changes or diversions to the Sailing instructions.
- d. Carry out the objectives of the survey.

6.13.9 Inspection of Vessels - The DFFE shall have the right at any time after giving reasonable notice to the Managers to inspect the Ships, Crew, spares availability, support equipment, all

relevant documentation, crew documentation, and experience level, inspected by the SAMSA and any independent Class Society or by any specialist appointed by the DFFE, including maintenance and safety management records of the Vessel.

6.14 **Chartering of Vessels**

- 6.14.1 The service provider shall, in accordance with DFFE's instructions provide chartering services which shall include, but not be limited to seeking and negotiating employment for the Vessels and the conclusion (including execution thereof) of the charter parties or other contract relating to the employment of the Vessels.
- 6.14.2 All charters shall however be at DFFE's sole absolute discretion, and no charter shall execute without the DFFE's written consent first being obtained.
- 6.14.3 It must be further understood the approval to charter a Vessel will be based on whether or not such a charter will negatively impact the Vessel's prime function.
- 6.14.4 In consideration of the service provider initiating and concluding employment for the Vessel with third-party charters/users, the DFFE agrees to remunerate and reimburse the service provider as follows:
- a. Should the service provider initiate and conclude employment for a Vessel with a 3rd party, the service provider shall be entitled to remunerate equal to 10% (ten percent) of the Net earnings generated by the employment of the Vessel and the DFFE shall be entitled to 90% (ninety percent) of the Net earnings.
 - b. For the purposes of paragraph 8.1.5 "Net Earnings" shall mean the gross charter earnings receivable plus any additional earnings arising under the terms of employment/ charter party, less all costs incurred in performing the terms, conditions, and objectives of the charter party which would not have been incurred had that charter not been concluded and would include but not be limited to costs such as port and agency charges, specific repairs, cost of fuel consumed, cost of brokerage, commission and the costs associated with marketing the Vessel, any additional crew costs incurred including crew bonuses payable and all other costs directly associated with the performance of the charter party (Direct costs).
 - b. Should the DFFE initiate and conclude employment for a Vessel with third-party charterers/ users, the service provider shall be entitled to remuneration equal to 5% (five percent) of the Net earnings as (defined in Clause 13.4.2), If required by the DFFE, the service providers shall receive the gross charter earnings, settle the Direct costs and credit to the DFFE the Net earnings less the service providers 5% (five percent) remuneration, in accordance with the terms of Clause 13.4.3.

- c. Neither the additional employment of a Vessel nor the payment of the additional remuneration set out in paragraphs 13.2.1 and 13.5 shall affect the management fee payable in accordance with paragraph 14.1 the lump sum payable in accordance with the terms of clause 14.2 or the operation and maintenance costs payable in accordance with the terms of Clause 14.3.
- d. All Charterers shall pay the agreed percentage deposit to the service provider before commencement of the charter and the balance will be paid within seven days of the end of the charter. Interest will be charged on late payments for any outstanding balance.

6.15 Layup of a Vessel

- 6.15.1 Whilst the agreement remains in subsistence if the DFFE decides to lay up a Vessel and such lay-up lasts for more than three (03) months, an appropriate reduction of the Management Fee for the period exceeding three (03) months until one (01) month before the Vessel is again put into services shall be mutually agreed between the parties.

6.16 Monthly Financial Report

- 6.16.1 The Managers shall produce monthly comparison reports between budgeted and actual income and expenditure for each Vessel.

6.17 Quayside Management, with respect to berthing opportunities

- 6.17.1 The Managers shall in consultation, and with the permission of the DFFE collect revenue from possible berthing opportunities at the East Pier quayside whilst the Vessels are at sea.
- 6.17.2 The applicable Port authorities' berthing rates will apply unless otherwise advised by the DFFE.
- 6.17.3 Vessels that will enhance the image of the DFFE in relation to the DFFE's core mandate will get preference.
- 6.17.4 All proceeds generated from the berthing should be credited to the DFFE.

6.18 General Administration

- 6.18.1 The Managers shall handle and settle all expenses arising out of the Management services hereunder and keep the DFFE informed regarding any incident of which the Managers become aware which gives or may give rise to claims or disputes involving third parties.
- 6.18.2 The Managers shall, as instructed by the DFFE, bring or defend actions, suits or proceedings in connection with matters entrusted to the Managers according to this Agreement.
- 6.18.3 The Managers shall also have the power to obtain legal or technical or other outside expert advice in relation to the handling and settlement of claims and disputes or all other matters affecting the interests of the DFFE in respect of the Vessels.

- 6.18.4 The DFFE shall arrange for the provision of any necessary guarantee bond or other security.
- 6.18.5 Any costs incurred by the Managers in carrying out their obligations according to this Clause shall be reimbursed by the DFFE.

7. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 7.1 The project must be completed within (60) months after the signing of the SLA by both parties and the issuing of an Official Order by DFFE.

8. COSTING

- 8.1 A comprehensive offer **per Vessel** must be provided inclusive of all costs, expenses, and all applicable taxes. Note: Travelling costs and time spent or incurred between home and the office of the project manager and the DFFE office will not be for the account of the DFFE.
- 8.2 A comprehensive offer must be provided in the same envelope as the technical proposal inclusive of all Management fees, Crew Costs, Vessel Operating Costs, Accommodation, Discounts and Commissions, all disbursement costs, expenses, and VAT. **NB: Please ensure that all costing is provided per Vessel.** (Annexure A - Price Schedule /guidance: **Service provider must quote for all activities as included in the Pricing Schedule unless indicated otherwise**).
- 8.3 All prices must be in South African Rands (ZAR) inclusive of VAT.
- 8.4 **Management Fee**
 - 8.4.1 The DFFE shall pay to the service providers an annual basic management fee which shall be payable in equal monthly installments in advance, the first installment being payable on the commencement of the Agreement and subsequent instalments being payable every month. All interest earned on such deposits is to be held to the credit of the DFFE.
 - 8.4.2 The service providers shall present to the DFFE annually a proposal as to the Management fee payable for the following twelve months. The proposal, which shall be fully motivated, shall be submitted to the DFFE not less than three months before the anniversary of the date of commencement of this agreement.
 - 8.4.3 The DFFE shall advise the service providers of their acceptance or rejection of the proposal within one month of its presentation.
 - 8.4.4 In the event of the parties being unable to agree as to the amount of the management fee, the matter shall be referred to an independent firm or chartered accountants agreed upon by the parties, or in the absence of agreement determine a reasonable management fee. The parties shall furnish such information to the chartered accountants as they may require in

order to reach a decision, and such decision shall be final and binding for the parties. (a form of budget).

8.4.5 The Managers shall at all times maintain and keep a true and correct VOC Account; and Charter Hire Account; per Vessel in accordance with the relevant International Financial Reporting Standards or such other standard as the Parties may agree, including records of all costs and expenditure incurred, and shall produce and provide to the Owners a monthly comparison between budgeted VOC and actual VOC expenditure for each Vessel.

- a. The Managers shall make such VOC accounts available for inspection and auditing by the Owners and/or their representatives in the Managers' offices or by electronic means, provided reasonable notice is given by the Owners. Any cost incurred in this respect will be for the account of the Owners.
- b. Save as otherwise provided in this Agreement, all discounts and commissions obtained by the Managers in the course of the performance of the Management Services shall be credited to the Owners;
- c. The Managers shall open and operate a separate 'agency' bank account in the name of the Owners but on which the Managers shall have exclusive signing power, into which all monies held to the credit of the Owners shall be deposited in accordance with the terms of this Agreement. All funds received from the DFFE and any interest thereon shall be held to the credit of the Owners in the bank account referred to above. All VOC expenditure incurred by the Managers under the terms of this Agreement on behalf of the Owners shall be expensed from the bank account referred to above."

8.5 Crew Costs

8.5.1 The DFFE shall also pay to the Managers, monthly in advance, a lump sum which shall include:

- a. All payments that are due to or on behalf of the Crew in accordance with their contracts of employment, subject to any limitation on overtime hours agreed upon prior to the commencement of this agreement.
- b. All costs incurred in providing insurance cover including any deductibles.
- c. The costs of obtaining all documentation necessary for the Crew's employment, including but not limited to medical and vaccination certificates, passports, visas, seamen's books, licences, crew lists, and enlistment papers.
- d. The costs of transportation of the Crew to and from the Vessels including hotel expenses and food while travelling, other than those costs which it is agreed the DFFE shall pay.

e. Port Disbursement and fees in respect of the Crew matters.

8.6 **Vessel Operating Costs**

- 8.6.1 The DFFE shall pay the Manager monthly amount for the operating and maintenance costs of the Vessels.
- 8.6.2 To assist in planning, the Manager shall submit to the DFFE, no less than thirty (30) days before the commencement of a quarter, a budget showing the estimated amount required for the maintenance and operations of the Vessels during the coming quarter and to year-end.
- 8.6.3 Should the Managers anticipate that an extraordinary repair or refit is to be undertaken during the coming quarters necessitating lump sum or progress payments being made during the quarter, then the Managers shall provide the DFFE with a cash flow forecast which shall set out the anticipated payment dates and the anticipated amounts to be paid on each payment date.
- 8.6.4 The budget shall be submitted to the Operations Manager who shall, consider, then recommend, and submit to the DDG who in consultation with the DFFE's CFO and the Manager, approve or revise the budget for the Vessel in question.
- 8.6.5 Should the Managers during the month in question, require any amount in extraordinary, unbudgeted expenditure for the maintenance and operation of a Vessel, a request for payment of such additional amount shall be submitted to the Operations Manager for consideration to submit to the DDG who in consultation with the DFFE's CFO may approve.
- 8.6.6 Should the Operations Manager approve such payment, it shall be made within 30 (thirty) days of such approval having been given.
- 8.6.7 At the end of each quarter the Managers shall produce a reconciliation of the amount budgeted for the maintenance and operation of the Vessels and the amount actually spent. For any amount in excess of the budget for the next quarter, the Manager is required to keep full books, including receipts, of all expenditures, and make these available to the DFFE upon request within three (03) working days.

8.7 **Discounts and Commissions**

- 8.7.1 All discounts and commissions obtained by the Managers in the course of the management of the Vessels shall be credited to the DFFE.

8.8 **Accommodation**

- 8.8.1 The Managers shall, at no extra cost to the DFFE, provide their own office accommodation, office staff, and stationery and pay all expenses incurred by them in the pursuance of the management services.

- 8.9 A comprehensive budget for the manning, management, and maintenance of the Polar Supply and Research Vessel S.A. Agulhas II and Environmental Research Vessel RV Algoa for five (05)

consecutive years for Branch: Ocean and Coasts. The service provider will be selected based on the evaluation criteria for the work proposed and the cost-effectiveness of the proposed budget. Please note the budget template (Pricing Schedule: 3.3 and Annexure A).

8.10 DFFE reserves the right to negotiate the price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder(s) who have not been recommended.

8.11 On every subsequent 12-month anniversary date of the Contract base date the pricing shall be adjusted by the twelve-month year-on-year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period.

8.12 The validity period is 120 days from the closing date of the bid.

NB: Where possible, the deliverables required can be outlined in a Pricing Schedule to guide the bidder on what must be included in their costs.

9. INFORMATION SESSION.

9.1 Is the briefing session applicable?

YES

9.2 Is it a compulsory briefing session?

YES

9.3 The briefing session will be held as follows:

Date: **25 October 2023**

Time: **10:00-12:00**

Platform/ Venue: **DEPARTMENT OF FORESTRY, FISHERIES, AND THE ENVIRONMENT,
V&A WATERFRONT BUILDING, AT MAIN BOARD ROOM, 2ND FLOOR,
EAST PIER 1 (CAPE TOWN)**

9.4 Request for clarification of the tender document, questions, or queries, if necessary, must be further submitted to the DFFE representative as listed under technical enquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder.

10. EVALUATION CRITERIA

10.1 The evaluation for this bid will be carried out in the following phases:

- Phase 1: Pre-Compliance
- Phase 2: Mandatory Requirements.
- Phase 3: Functionality Criteria.
- Phase 4: Price and Specific Goals

10.2 PHASE 1: PRE-COMPLIANCE

10.2.1 During this phase bid documents will be reviewed to determine the compliance with SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

10.2.2 The bid proposal will be screened for compliance with administrative requirements** as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
5	SBD 3.3 - Pricing Schedule	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
8	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with a bid proposal	JV agreement completed and signed, if applicable
9	Three-Year Audited Financial Statements	Provided
10	Consent and indemnity	Completed and signed

10.3 PHASE 2: MANDATORY REQUIREMENTS

10.3.1 The following mandatory requirements will apply, and tenderers must submit all requirements indicated hereunder with the bid documents at the closing date and time of the

bid. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements.

10.3.2 Tenderers who fail to comply with the mandatory requirements will be disqualified and will not be evaluated further on functionality criterion.

Item No.	MANDATORY REQUIREMENTS (Indicate the requirement)
1	The Ship Management Company must be registered with the South African Ship Owners and Agents Association.
2	The Ship Management Company must be registered with Baltic International Maritime Council (BIMCO).
3	Compulsory Briefing Session
4	Three-Year Audited Financial Statements

10.4 PHASE 3: FUNCTIONALITY CRITERIA

10.4.1 The following functionality criteria will be applicable when evaluating this bid. A minimum threshold of **75%** must be attained by bidders. Bidders that fail to score this minimum threshold will be disqualified and not be evaluated further.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
A proposed project plan, methodology, and management of the project in ship management services, qualified crew, and enabling infrastructure in order to perform the logistics mandate for research cruises as well as islands, high seas or Antarctica and the sub-Antarctic Islands effectively and in a safe manner.	<p>Bidders are required to provide a detailed project plan with intermediate, and final outputs and identified timeframes/ milestones outlining:</p> <ul style="list-style-type: none"> ➤ Ship Management services capability, ➤ description of qualified crew and officers on Vessels to be managed under the contract, ➤ additional support to ensure the mandate of research cruises and Antarctic and Sub-Antarctic Island logistics are achieved effectively and in a safe manner. 	
	<p>The full project plan must outline the following:</p> <ol style="list-style-type: none"> 1. Full Description (including full details of methodology) of management services approach covering: <ol style="list-style-type: none"> 1.1. Operations 1.2. Technical Services 1.3. Procurement 1.4. Human resources – including skills 	Indicator

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
	<p>development plan with emphasis on professional categories.</p> <p>1.5. Describe qualifications required for master and Officers per Vessel</p> <p>2. Commitment to acquire personnel after the bid award including any plans on how the bidder will acquire necessary personnel and descriptions of categories of personnel and stipulate how many days such set-up of personnel will take.</p>	30
	<p>Project plan with full description (including full details of methodology) of management services approach covering items 1.1 to 1.5. The procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.</p> <p>Three (3) points will be allocated if 1.1 to 1.5 (5 or more additional relevant items) are covered and the project plan is logistical structured into components such as planning, operations, technical services, human capacity, maintenance, etc. An additional point will be allocated if there is a commitment to acquiring personnel in 60 days or less. Another additional point allocated if the procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.</p>	5
	<p>Project plan with full description (including full details of methodology) of management services approach covering at least 4 from items 1.1 to 1.5. The procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.</p>	4

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
	<p>Two (2) points will be allocated if 4 items from 1.1 to 1.5 are covered and the project plan is logistically structured into components such as planning, operations, technical services, human capacity, maintenance, etc. An additional point will be allocated if there is a commitment to acquiring personnel in 60 days or less. Another additional point allocated if the procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.</p>	
	<p>Project plan with full description (including full details of methodology) of management services approach covering at least 3 items from 1.1 to 1.5. The procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.</p> <p>One (1) point will be allocated if 3 items from 1.1 to 1.5 are covered and the project plan is logistically structured into components such as planning, operations, technical services, human capacity, maintenance, etc. An additional point is allocated if a commitment to acquiring personnel in 60 days or less. Another additional point allocated if the procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.</p>	3
	<p>Project plan with full description (including full details of methodology) of management services approach covering at least 2 items from 1.1 to 1.5. The procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.</p>	2

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Zero (0) points will be allocated if 2 or less items from 1.1 to 1.5 are covered and the project plan is logically structured into components such as planning, operations, technical services, human capacity, maintenance, etc. An additional point will be allocated if there is a commitment to acquiring personnel in 60 days or less. Another additional point allocated if the procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.		
	Incomplete project proposal – One item referred to from 1.1 to 1.5 – Zero (0) points allocated for the project plan. No commitment to acquiring personnel in 60 days or less. An additional point will be allocated if the procurement plan refers to the acquisition of services, equipment, and consumables for Operations, Technical Services, and Human Resources.	1	
	Task not well understood and/or no information provided all items 1.1 to 1.5 not covered, and no commitment outlined to employ staff with incomplete procurement plan i.e. not all categories completed.	0	
Enabling supporting infrastructure such as Offices, ship equipment & consumable stores, and Information technology/data centre (Bidders are expected to submit proof of premises/accommodation.)	Bidder(s) are required to submit/ attach evidence of enabling supporting infrastructure such as offices, ship equipment & consumable stores, and Information technology/data centre.		
	Bidders are expected to submit proof of premises/accommodation. Proof must include - documentation on proof of ownership (Title Deed) or signed lease agreement with a text description of premises which should include video		
	Enabling supporting infrastructure	Indicator	
	Owned or leased business premises including offices, ship equipment stores, and IT/data centre for 5 or more years	5	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Owned or leased business premises including offices, ship equipment stores, and IT/data centre for 1 year and less than 5 years	4	30
	Owned or leased existing premises including offices and ship equipment stores only for 5 years or more	3	
	Owned or leased existing premises including offices and ship equipment stores only for 1 year and less than 5 years	2	
	Proof of Letter of Intent to lease premises including offices, ship equipment stores, and IT/data centre with at least 1 year stipulated.	1	
	No retained premises or intention to contract premises	0	
<p>The service provider's experience, track record, and knowledge in ship management</p>	<p>Bidder(s) are required to demonstrate relevant experience and competency of the company for all successfully completed projects.</p> <p>Bidder must submit full details of reliable contactable dully signed positive references letters where successfully completed projects were done in ship management services.</p> <p>Reference letters received from clients must be on client letterhead, indicating the service type delivered, the value of the contract/project that the bidder undertook as well as the time period with stipulated start and end dates of the service.</p> <p>Reference letters for ship management including details on but not limited to</p> <ol style="list-style-type: none"> 1. ship operations, 2. procurement, 3. technical management 4. human resources 5. record of safety 6. environmental considerations in ship management 		
	Company experience in ship management services.	Indicator	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY: (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	Five (5) duly signed positive letters with the services in ocean industry sectors.	5	20
	Four (4) duly signed positive letters with the services in ocean industry sectors.	4	
	Three (3) duly signed positive letters with the services in ocean industry sectors.	3	
	Two (2) duly signed positive letters with the services in ocean industry sectors.	2	
	One (1) duly signed positive letters with the services in ocean industry sectors.	1	
	No reference letters submitted	0	
<p>Technical Capability/ expertise and track record of a Team Leader to be assigned to the project in ship management.</p>	<p>Bidder(s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p>Bidder(s) should submit curriculum vitae for the Team Leader proposed to be employed on the project.</p> <p>Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience and to include contactable references and experience in ship management services</p>		
	<p>Experience as Team Leader in ship management</p>	<p>Indicator</p>	20
	10 or more years of experience	5	
	7 and less than 10 years of experience	4	
	5 and less than 7 years of experience	3	
	3 and less than 5 years of experience	2	
	2 and less than 3 years of experience	1	
	Less than 2 years of experience or no experience	0	
TOTAL POINTS ON FUNCTIONALITY			100

10.5 PHASE 4: PRICE AND SPECIFIC GOALS

10.5.1 The following preference point system will be followed to advance the categories of persons:

- a. For contracts with a Rand value **above R50 000 000**, a total of **10 points** may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores **90 points** for price.
- i. The applicable formula to be used is $P_s=90[1-(P_t-P_{min})/P_{min}]$. Provided:
 P_s = Points scored for the price of tender under consideration.
 P_t = Price of tender under consideration; and
 P_{min} = Price of the lowest applicable tender.
- ii. A total of 10 points may be awarded to a tenderer as follows:
- 10 points: if the Bidder has more than 50% (fifty percent) Black people, Women, or people with disabilities
 - 0 Points: for 50% and below ownership by stipulated categories of persons
- b. If it is unclear whether the 80/20 or 90/10 preference point system applies, either the 80/20 or 90/10 preference point system will be applied. In such case, the lowest acceptable tender will be used to determine the applicable preference point system.

10.5.2 **A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the PPPFA.**

10.5.3 Bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.

10.5.4 The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.

10.5.5 Preference point system applicable for this bid is: **90/10**

10.5.6 A total of **10** points will be allocated for either of the specific goals:

SPECIFIC GOALS	90/10
>50% ownership by Black people, Or	10
>50% ownership by Women, Or	10
>50% ownership by people with Disability	10

10.5.7 For bidders to claim preference points, the following must be adhered to:

- a) Submit a completed and signed SBD 6.1,

- b) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.
- c) If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities should be submitted. Members of the joint venture must meet the requirement of the proposal.
- d) Submit a CSD report.

NB: Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

11. BID SUBMISSION REQUIREMENTS

11.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal:

- 11.1.1 The bidder must draft a table of contents that will indicate where each document is in the proposal.
- 11.1.2 The proposal shall consist of one (01) master original document and must clearly indicate the prices on SBD 3.3 and Annexure A (where applicable) for a detailed price schedule.
- 11.1.3 The information in the CV of the proposed Team Leader should include relevant experience in the chosen area of expertise.
- 11.1.4 Project reference specifying the role played by the service provider in the listed projects or assignments.
- 11.1.5 A detailed project plan with a clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 11.1.6 Standard bidding documents (SBD1, 3.3, 4, and 6.1).
- 11.1.7 Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.
- 11.1.8 Letter of Authority to sign documents on behalf of the company.
- 11.1.9 Submit three-year Audited Financial Statements.
- 11.1.10 Submit the signed Consent and indemnity form.
- 11.1.11 Submit proof of registration with the South African Ship Owners and Agents Association.
- 11.1.12 Submit proof of registration with the Baltic International Maritime Council (BIMCO).

12. LEGISLATIVE FRAMEWORK OF THE BID

12.1 Tax Legislation:

- 12.1.1 Bidder must at all times attempt to be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 12.1.2 A person may also choose to register voluntarily for VAT if the value of taxable supplies made or to be made is less than R1 million but has, under certain circumstances, exceeded R50 000 in the past period of 12 months.
- 12.1.3 A bidder/person must register for VAT where in terms of a written contractual obligation, the value of taxable supplies to be made in a 12-month period will exceed R1 million.
- 12.1.4 It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is in excess of R1 million in any consecutive 12-month period.
- 12.1.5 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of the award of the bid. Proof of VAT registration must be furnished to the DFFE.
- 12.1.6 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided and the DFFE will check bidders' tax compliance status.
- 12.1.7 In case of bids where Consortia / Joint Ventures / Sub-contractors are involved; such must be clearly indicated, and each party must submit a separate copy of a valid Tax Clearance Certificate or copy of Tax Compliance Status Pin or CSD/ MA supplier Number together with the bid.
- 12.1.8 Failure to submit a valid Tax Clearance Certificate/ Tax Compliance Status Pin/ copy of CSD/ MA supplier Number the bidder may be disqualified.
- 12.1.9 A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email governmentinstitute@sars.gov.za to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.

12.2 Procurement Legislation

- 12.2.1 Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 12.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.

- 12.2.3 If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entity should be submitted. All members of the joint venture must meet the requirement of the proposal.
- 12.3 Privacy and Protection of Personal Information Act 4 of 2013
- 12.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 12.3.2 DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties.
- 12.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
- 12.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/ respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 12.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

13. SPECIAL CONDITIONS OF CONTRACT

- 13.1 On appointment, the performance measures for the delivery of the project will be closely monitored by the DFFE.
- 13.2 The service provider/s will submit a soft copy weekly progress report for the first months from the start of the project and then submit monthly progress reports to the Programme Manager, within four (4) days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 13.3 The Programme Manager shall do the ongoing management of the Service Level Agreement.
- 13.4 Appointed service provider may be subjected to security vetting and screening.
- 13.5 The appointed service provider may be subjected to security vetting and screening.

- 13.6 The service provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract.
- 13.7 Prior to the appointment of a replacement, the Programme Manager must approve such an appointment. If the senior has to leave the project, a period of at least one (1) month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed able to transfer skills and knowledge.
- 13.8 All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 13.9 The service provider shall notify the DFFE in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 13.10 The service provider will submit monthly progress reports as per the agreed to work plan, to the Programme Manager, within three (03) days after the set date.
- 13.11 The proposals should be submitted with all required information containing technical information.
- 13.12 A trust, consortium or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty percent) of ownership on specific goals (e.g. two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points),
- 13.13 DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed
- 13.14 If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and give the Bidder an opportunity to make representations within fourteen (14) days as to why:-
- 13.14.1 the Tender may not be disqualified, or,
- 13.14.2 if the Tender has already been awarded to the Bidder, the contract or order should not be terminated in whole or in part.
- 13.15 After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder.
- 13.16 Poor or non-performance by the bidder may result in the cancellation of the contract/order.
- 13.17 Please take note that DFFE is not bound to select any of the firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

- 13.18 DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 13.19 The performance measures for the delivery of the services will be closely monitored by DFFE and will broadly, comprise the following:
- 13.19.1 Monitoring of Crew establishments to ensure conformance with manning levels,
 - 13.19.2 Monitoring of sailing dates and times against the ship's programme,
 - 13.19.3 Monitoring of all maintenance programmes and refits / dry-dockings,
 - 13.19.4 Monitoring of costs.
- 13.20 The service provider/s will submit monthly and quarterly progress reports to the Vessel Manager, within four (04) days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 13.21 The Ship Master will submit noon situation reports (sitreps) to the DFFE each day whilst at sea.
- 13.22 The Vessel Manager shall do the ongoing management of the service agreement.
- 13.23 The service provider shall ensure that the ship is manned by the qualified Master, Officers, and Crew at all times.
- 13.24 Intellectual property rights in respect of the Vessel's specifications, documentation, certifications, systems, software, and associated equipment shall belong to DFFE.
- 13.25 Before any work can commence the Service Level Agreement must be signed by both parties (DFFE and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, DFFE reserves the right to cancel the contract with no cost implications for the DFFE.
- 13.26 Financial status of bidder – It would be prudent that the bidder demonstrates by means of audited financial statements that the organisation will have the necessary cash flow to render the service timeously should the advance payment be delayed for reasons beyond the DFFE's control. The bid should provide clear information on the financial standing of the organization as well as details of existing customers together with the annual contract value.
- 13.27 Facilities Available – The Bidder will allow for the inspection of their facilities where they will be evaluated on their physical capabilities. The various operator licences, certification, 3rd party insurances, transformation, and succession plans will be inspected. A demonstration will need to be provided in the form of a video showcasing a typical related activity conducted by the bidder. The bidder will need to produce compliance certifications and other key documents that will assist the committee in evaluating the capabilities of the bidder.

14. TRANSITION AND HANDOVER

- 14.1 In the event of the current service provider not being the successful Bidder, a transition programme will have to be developed between the parties and the DFFE. The main elements of this programme will be:
- 14.1.1 Negotiations with the current service provider in respect of the possible transfer of Crew surveys of all equipment and spares held on board so as to affect a proper transfer of equipment/assets that belong to the DFFE;
 - 14.1.2 Survey all shore-held equipment and spares currently held on the premises of the current service provider. Storage of such equipment and spares will be the responsibility of the new service provider.
 - 14.1.3 The DFFE also has a ship's equipment held in its own stores. This is mostly scientific equipment and will not form part of the Handover inventory.
 - 14.1.4 An Audit of all documentation/certificates with a view to a formal handover.
 - 14.1.5 Transfer of accounts to statutory authorities (ICASA, SAMSA, etc) and to Det Norske Veritas, Bureau Veritas, and Lloyds Register (ISM).
 - 14.1.6 S.A. Agulhas II and RV Algoa have permanent berthing at East Pier (paid by the DFFE). The arrangement includes the provision of security of the buildings.

15. PERFORMANCE LEVELS AND LIQUIDATED DAMAGES

- 15.1 The DFFE will enter into discussions with the successful Bidder with reference to the nature and extent of Liquidated Damages.

16. PAYMENT TERMS

- 16.1 DFFE undertakes to pay out in full or as per deliverables within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/ work not submitted by the service provider/s until that outstanding information is submitted.

17. TECHNICAL ENQUIRIES

- 17.1 Should you require any further information in this regard, please do not hesitate to send written enquiries to the following contacts:

Name : Chuma Phamoli

Office Telephone No : 021 405 9417 / 071 508 2180

E-Mail : CPhamoli@dffe.gov.za

18. ANNEXURE A- PRICING SCHEDULE

18.1 SA AGULHAS II

COMPANY NAME:						
SA Agulhas II	QUANTITIES/UNITS	Year 1 200 Sea days	Year 2 200 Sea days	Year 3 200 Sea days	Year 4 200 Sea days	Year 5
VESSELS MANAGEMENT						
Management fee - standard	1	R	R	R	R	R
Crew Lumpsum	1	R	R	R	R	R
<u>Sub-Total Management Fees</u>	-	R	R	R	R	R
Personal Issue Working Gear / Boiler Suits / Uniforms / Boot	1	R	R	R	R	R
Catering	1	R	R	R	R	R
Consumables	1	R	R	R	R	R
Ship Construction	1	R	R	R	R	R
Ship Specialised Equipment	1	R	R	R	R	R
Ship Equipment	1	R	R	R	R	R
Equipment for Crew and Passengers	1	R	R	R	R	R
Machinery Main Components	1	R	R	R	R	R
Systems for Main Machinery Components	1	R	R	R	R	R
Ships Common Systems	1	R	R	R	R	R
Insurances (incl P & I)	1	R	R	R	R	R
General Expenses	1	R	R	R	R	R
VSAT Data Fees/Special items	1	R	R	R	R	R
Large value overhauls/Special Items	1	R	R	R	R	R
<u>Sub-Total Manning costs</u>	-	R	R	R	R	R

COMPANY NAME:						
SA Agulhas II	QUANTITIES/UNITS	Year 1 200 Sea days	Year 2 200 Sea days	Year 3 200 Sea days	Year 4 200 Sea days	Year 5
Bunkers	Based on number of estimated 200 sea days per year	R	R	R	R	R
Drydocking	1 in every 5 years	R	R	R	R	R
Owners Requests e.g. (Specialised PPE, Catering for Special Occasions 100people, Additional ETO x1, Overwintering Chef x1, Specialist Personnel x2, Specialised Services)	1	R	R	R	R	R
Commission (charter sharing)	3	R	R	R	R	R
Dry Dock Intermediate / UWILD	1 in every two and a half years	R	R	R	R	R
Mobilisation	Not costed	R	R	R	R	R
Demobilisation	Not costed	R	R	R	R	R
Internal Bare Boat Charter	4 per year	R	R	R	R	R
Depreciation Other equipment & vehicles	4	R	R	R	R	R
External Bare Boat Charter	2 voyage per year	R	R	R	R	R
COVID 19 Expenses	8	R	R	R	R	R
Realised Foreign Exchange Gain / Loss Expense related	1	R	R	R	R	R
Unrealised Foreign Exchange Gain / Loss Expense related	1	R	R	R	R	R
VAT on VOC	1	R	R	R	R	R
Sub-Total Technical Costs	-	R	R	R	R	R
<u>Other Vessel Expenses - please specify (e.g., Specialist training (Ice Pilot, DP2), specialised media related upgrades, additional wiring, etc.)</u>	<u>1</u>	R	R	R	R	R
Sub-Total Other Vessel Expenses	-	R	R	R	R	R
<u>Vessel Operating Costs - please specify</u>		R	R	R	R	R
Sub-Total Vessel Operating Costs		R	R	R	R	R

COMPANY NAME:						
SA Agulhas II	QUANTITIES/UNITS	Year 1 200 Sea days	Year 2 200 Sea days	Year 3 200 Sea days	Year 4 200 Sea days	Year 5
<u>Sub-Total Costs - SA Agulhas II</u>		R	R	R	R	R
<u>VAT @ 15%</u>		R	R	R	R	R
<u>Total Costs - SA Agulhas II</u>		R	R	R	R	R

18.2 ALGOA

COMPANY NAME:						
ALGOA	QUANTITIES/UNITS	YEAR 1 240 Sea Days	YEAR 2 240 Sea Days	YEAR 3 240 Sea Days	YEAR 4 240 Sea Days	YEAR 5 240 Sea Days
VESSELS MANAGEMENT						
Management fee - standard	1	R	R	R	R	R
Crew Lumpsum	1	R	R	R	R	R
<u>Sub-Total Management Fees</u>	-	R	R	R	R	R
Catering	1	R	R	R	R	R
Consumables	1	R	R	R	R	R
Ship Construction	1	R	R	R	R	R
Ship Specialised Equipment	1	R	R	R	R	R
Ship Equipment	1	R	R	R	R	R
Equipment for Crew and Passengers	1	R	R	R	R	R
Machinery Main Components	1	R	R	R	R	R
Systems for Main Machinery Components	1	R	R	R	R	R
Ships Common Systems	1	R	R	R	R	R
Insurance	1	R	R	R	R	R
General Expenses	1	R	R	R	R	R
Large value overhauls/Special Items	1	R	R	R	R	R
<u>Sub-Total Manning costs</u>	-	R	R	R	R	R
Bunkers	Based on an estimated 240 sea days per year	R	R	R	R	R
Drydocking	Every two and a half years as required	R	R	R	R	R
Owners' requests e.g. (transport of biological samples, calibration CTD, purchase of specialist instruments, DSD&PST courses, modifications on labs)	1	R	R	R	R	R

COMPANY NAME:						
ALGOA	QUANTITIES/UNITS	YEAR 1 240 Sea Days	YEAR 2 240 Sea Days	YEAR 3 240 Sea Days	YEAR 4 240 Sea Days	YEAR 5 240 Sea Days
COVID 19 Expenses	12	R	R	R	R	R
Other Vessel costs	12	R	R	R	R	R
VAT on VOC's	1	R	R	R	R	R
<u>Sub-Total Technical Costs</u>	-	R	R	R	R	R
<u>Other Vessel Expenses - please specify</u>	<u>1</u>	R	R	R	R	R
<u>Sub-Total Other Vessel Expenses</u>	-	R	R	R	R	R
<u>Vessel Operating Costs - please specify</u>	<u>1</u>	R	R	R	R	R
<u>Sub-Total Vessel Operating Costs</u>	-	R	R	R	R	R
<u>Sub-Total Costs - ALGOA</u>		R	R	R	R	R
<u>VAT @ 15%</u>	-	R	R	R	R	R
<u>TOTAL COST - ALGOA</u>		R	R	R	R	R

18.3 SUMMARY ALIGNED TO SBD 3.3

SUMMARY COSTINGS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<u>Final Costing Totals 1 SA Agulhas II</u>	R	R	R	R	R
<u>Final Costing Totals 2 ALGOA</u>	R	R	R	R	R
<u>Final Costing Totals 1 SA Agulhas II & 2 ALGOA as per SBD 3.3</u>	R	R	R	R	R

19. ANNEXURE B – CV TEMPLATE TO BE COMPLETED BY PROJECT MANAGER

1. Surname	
2. Name	
3. National ID / Passport Number	
4. Contact Number	
5. Email Address	
6. Proposed role on the project	

7. Education:

Year Completed	Institution	Degree / Diploma obtained	NQF Level

8. Language skills: Indicate competence on a scale from 1 (basic) to 5 (excellent)

Language	Reading	Speaking	Writing

9. Membership of professional bodies:

Name of professional body	Year joined	Membership Number

10. Other skills: (e.g. Computer literacy, etc.)

11. Present position:

Name of Employer	
Position	
Date from - Date to	

12. Years within the institution:

13. Key experience relevant to the terms of reference: (List specific assignments relevant to the terms of reference)

Name of Employer	Name of Client	Role on Assignment	Client Reference (Provide contact person and contact details)	Date from - Date to	Description of key experience as per the requirements of Terms of Reference

14. Professional experience:

Name of Employer	Date from - Date to	Reference (Provide contact person and contact details)	Position	Description of duties

15. Other relevant information (e.g. Publications)



DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BAS ENTITY MAINTENANCE FORM

Head Office Only	
Date Received	_____
Safetynet Capture	_____
Safetynet Verified:	_____
BAS/LOGIS Capt	_____
BAS/LOGIS Auth	_____
Supplier No.	_____

The Director General

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per record held by the banks.

I/We understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.

Company / Personal Details																
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Trading Name	<input style="width: 100%;" type="text"/>															
Tax Number	<input style="width: 100%;" type="text"/>															
VAT Number	<input style="width: 100%;" type="text"/>															
Title:	<input style="width: 100%;" type="text"/>															
Initials:	<input style="width: 100%;" type="text"/>															
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New Detail																
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information															
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify)															
	<input style="width: 100%;" type="text"/>															
Department Number	<input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>															

Supplier Account Details (To be Verified by the bank, please attach bank letter or 3 months bank statement)

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

ABSA-CIF screen
FNB-Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Account Type

Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

*CC Registration

***Please include CC/CK where applicable**

Bank Stamp

Supplier Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

NB: All relevant fields must be completed

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.