



**National
Research
Foundation**

BID INVITATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS DETAILED IN THIS DOCUMENT

BID NUMBER: NRF/SAIAB/24/2026-27

**SERVICING, MAINTENANCE, UPGRADES, AD-HOC REPAIRS
AND TECHNICAL SUPPORT TO SAIAB'S TWO 15m ALUMINIUM
RESEARCH VESSELS FOR A PERIOD FIVE (5) YEARS**

ATTENTION – FRAUD ALERT

The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number: 0800 701 701 or SMS 39772.

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INVITATION TO BID (SBD 1)	
SUMMARY OF BID REQUIREMENTS	
Bid number:	NRF/SAIAB/24/2026-27
Bid Title:	SERVICING, MAINTENANCE, UPGRADES, AD-HOC REPAIRS AND TECHNICAL SUPPORT TO SAIAB'S TWO 15m ALUMINIUM RESEARCH VESSELS FOR A PERIOD FIVE (5) YEARS
Compulsory Briefing Session:	YES
Venue and address where Briefing Session is held:	Online Teams meeting Link: https://teams.microsoft.com/meet/378379001196879?p=V4jlnExYVs2PTPEfTm
Date and time of Briefing Session:	Tuesday, 29 September 2026 at 11:00
Closing Date and Time of Bid Submission:	Friday, 16 October 2026 at 11:00
Bid Submission:	Electronic submissions must be submitted through the eSubmission Tenders functionality on the National Treasury e-Tender website: www.etenders.gov.za .
Bid Packaging and delivery:	E-Tender e-submission instructions steps to follow: Login to https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/ using your CSD login details. Go to the 'search by' drop down menu. Select 'tender number'. Enter the tender number - NRF/SAIAB/24/2026-27. Click the plus + icon to expand. Scroll down and click 'start e- submission'. Note: Bids submitted using any other method than that prescribed above will not be accepted.
Bid Naming	Each folder of the submission must have Bid Number / Bidder Name / Bidder email address / Marked as Folder 1 or 2

	Folder 1 - Compliance and technical response Folder 2 - Financial response		
Bid validity period from date of closure:	Ninety (90) days		
SUPPLIER INFORMATION			
Name of Bidder:			
Contact Person Name and Surname			
Postal Address:			
Street Address:			
Telephone Number:			
Code		Number	
Cell Phone Number:			
Code		Number	
Facsimile Number:			
Code		Number	
E-Mail Address:			

VAT Registration Number:																	
Supplier Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA												
Are you the accredited representative in South Africa for the goods/services/works offered?		☐ Yes ☐ No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?		☐ Yes ☐ No [If yes, answer the questionnaire below]												
<table border="1"> <tr> <td colspan="2">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td> </tr> <tr> <td>Is the entity a resident of the Republic of South Africa (RSA)?</td> <td>☐Yes ☐No</td> </tr> <tr> <td>Does the entity have a branch in the RSA?</td> <td>☐Yes ☐No</td> </tr> <tr> <td>Does the entity have a permanent establishment in the RSA?</td> <td>☐Yes ☐No</td> </tr> <tr> <td>Does the entity have any source of income in the RSA?</td> <td>☐Yes ☐No</td> </tr> <tr> <td>Is the entity liable in the RSA for any form of taxation?</td> <td>☐Yes ☐No</td> </tr> </table> 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).						QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		Is the entity a resident of the Republic of South Africa (RSA)?	☐ Yes ☐ No	Does the entity have a branch in the RSA?	☐ Yes ☐ No	Does the entity have a permanent establishment in the RSA?	☐ Yes ☐ No	Does the entity have any source of income in the RSA?	☐ Yes ☐ No	Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No
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Does the entity have any source of income in the RSA?	☐ Yes ☐ No																
Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No																
BID SUBMISSION																	
1.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.																
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.																

3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000, Public Procurement Act_28_of_2024 and its Regulations once published, the General Conditions of Contract (GCC), and any other legislative requirements, if applicable to this bid. These are included in this document, thereby forming the contract between the NRF and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7.2 – Contract form for the purchase of goods/works) for this contract.

TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/PIN/CSD number.
6.	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.

BID ENQUIRIES

Procedural and technical queries to be directed in writing to:	Section:	Supply Chain Management
	Contact:	Nkosi Khuzwayo
	Email address:	nc.khuzwayo@saiab.nrf.ac.za
Enquiries must be submitted before:	Friday, 09 October 2026	

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PART A – THE BID

A1. INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

A2. BACKGROUND TO THE NRF-SAIAB BUSINESS UNIT

The South African Institute for Aquatic Biodiversity (NRF-SAIAB), based in Makhanda (formerly known as Grahamstown), Eastern Cape, is a Research Facility of the NRF. NRF-SAIAB is an internationally recognised centre for the study of aquatic biodiversity.

A3. HIGH-LEVEL BID REQUIREMENTS

Through funding from the Department of Science Technology and Innovation (DSTI) NRF-SAIAB has built up a marine research platform comprised of state-of-the-art equipment. NRF-SAIAB makes available and facilitates the use of this equipment for projects among partnering researchers and institutions from around South Africa. Coastal Craft research vessels form part of the platform and include two 15m Aluminium Legacy Catamarans with jet engines, with one based in the Port of Port Elizabeth and the other in the Port of Durban.

In order to ensure proper and safe functionality of its vessels in a manner that is timeous, professional and to the highest of standards, NRF-SAIAB requires the appointed service provider that is situated close (<150 km) to the Ports of Port Elizabeth or Durban to carry-out and manage the maintenance and servicing of its aluminium vessels in their entirety, and to do ad-hoc repairs, preventative maintenance, upgrades as required, provide onsite and offsite technical support and conduct/facilitate compliance checks as required.

A4. SCOPE OF WORK
Carry-out and manage planned and unforeseen maintenance and servicing of two (2) 15m aluminium vessels in their entirety, including ad-hoc repairs, preventative maintenance, upgrades as required, as well as providing onsite (either at the Port of Port Elizabeth or the Port of Durban) and offsite technical support and conduct/facilitate compliance inspections as required.

A4.1. MANAGEMENT OF MATERIAL-SPECIFIC MAINTENANCE RISKS OF ALUMINIUM VESSELS

Aluminium vessels present material-specific maintenance risks that differ substantially from steel or GRP vessels — notably susceptibility to galvanic and stray-current corrosion, and structural repair requiring alloy-matched welding by certified personnel. The appointed service provider will need demonstratable experience with the maintenance or construction of large (>15m) aluminium vessels.

A4.2. OUTPUT OBJECTIVES OF THE CONTRACT

The objectives of this contract are to ensure that the NRF-SAIAB vessels remain fully operational as per OEM and NRF-SAIABs requirements and safe for operating at sea as per SAMSA and NRF-SAIABs OHS requirements.

For this reason, this procurement seeks to appoint a service provider with a demonstrable history in the construction or maintenance of large (>15m) aluminium vessels to ensure correct corrosion management, alloy-appropriate repair and compatible coatings are used to protect the structural integrity, operational availability, and whole-of-life value of these research platforms.

The service provider must be able to troubleshoot problems that affect vessel functioning and provide on-site technical support to NRF-SAIAB's vessels.

The service provider is fully responsible for ensuring the correct integration between the vessels' various systems (engines, generators, electrics, navigation systems and hull and super-structure) and must have a demonstrated ability to do as such.

The service provider must have experience in the installation, maintenance and integration of the systems on NRF-SAIAB's aluminium vessels as outlined in the table below.

A4.3. PRIMARY VESSELS TO BE MANAGED IN TERMS OF THIS CONTRACT

The purpose of the following table is to assist the bidder when preparing the pricing related to this bid. The list does not represent all equipment that makes up these vessels and their systems.

Vessel name	Observer	Phakisa
Location (where routine services will be required to take place):	Port Elizabeth Harbour	Durban Harbour

Model	Legacy Cat 15.5m CRV	Legacy Cat 1450
SAMSA Category	Category B	Category B
Vessel Type	Marine Research Catamaran	Marine Research Catamaran
Hull Material	Marine Grade Aluminium	Marine Grade Aluminium
Length	15.5 m	15.5m
Breadth	5.64 m	5.2m
Draught	0.75 m	0.6m
Gross Register Tonnage	24.95 GT	24.6GT
Engine (Port)	IVECO C87 ENT M62 (Cursor 9 series)	IB Iveco 67 NEF 450
Engine (Starboard)	IVECO C87 ENT M62 (Cursor 9 series)	IB Iveco 67 NEF 450
Engine Hrs. (Prt)	~ 4035hrs.	2158
Engine Hrs. (Stb)	~ 4033Hrs.	2285
Hamilton Jet (Prt)	Hamilton Jet HJ 322	Hamilton Jet HJ 292
Hamilton Jet (Stb)	Hamilton Jet HJ 322	Hamilton Jet HJ 292
Blue arrow / Jet Anchor	Hamilton jet blue arrow/jet anchor controls	Hamilton jet blue arrow/jet anchor controls

Gear Box (Prt)	Twin Disk MG-5075-SC	Twin Disc MG 5065
Gear Box (Stb)	Twin Disk MG-5075-SC	Twin Disc MG 5065
Prt Generator	Fisher Panda PMGi-8000	8KVA Vetus Genset
Prt Generator Hrs.	~ 3752Hrs.	2850
Stb Generator	Fisher Panda PMGi-8000	8 KVA Dynaset Hydraulic Genset
Stb Generator Hrs.	~ 3848Hrs.	unknown
Hydraulic System	Hydec	Not sure
Inverter	Victron quattro	Victron Quattro
Solar system	Victron MPPT charger	Victron MPPT Charger
Fire suppression system	Fire boy – Xintex	Fire boy – Xintex
Safety Equipment	Life raft, Auto-Inflate Lifejackets, EPIRB, SART	Life raft, Auto Inflate lifejackets, EPIRB

A4.4. SCHEDULED WORK

Scheduled servicing and refurbishment of the vessels' hull and body, engines, gear boxes, Hamilton jets, generators, electrical systems and other related primary, auxiliary and operational equipment is to be in line with the related workshop service manuals.

Time between services must not exceed the OEM prescribed service periods outlined below in the section **A4.8. OEM PRESCRIBED SERVICE PERIODS AND WORK**.

A4.5. UNSCHEDULED WORK

Unscheduled work includes diagnostics, repairs and replacement of malfunctioning or damaged structures and components as and when needed.

This work is essential to the continuous and safe operation of the vessels; however, the nature, requirements, and cost of this work cannot be determined in advance and as such this contract is a variable framework contract.

This work is not guaranteed and it will be managed on a needs basis as set out in section **A4.9. MANAGEMENT OF NON-ROUTINE SERVICES**.

NRF-SAIAB will issue written instructions to the service provider in the form of a purchase order issued under this contract. The issue of such unscheduled work purchase order is made only when the requisite funding for payment is available.

A4.6. MAINTAIN REQUISITE CAPABILITY AND CAPACITY FOR DURATION OF THE CONTRACT

The requirement is that the service provider has and can maintain the capacity to undertake maintenance work such as aluminium welding, cleaning and anti-fouling of the hulls, painting of the vessels' decks and super structures, replacement of fendering, replacement of company logos (vinyl, as per NRF-SAIAB's specs supplied upon request of work to be done), repairs to and maintenance of the vessels' electrical and plumbing systems, infrastructure changes/refurbishments, hull repairs, replacing vessel anodes, and other related items.

A4.7. MANAGEMENT OF STATUTORY CERTIFICATION AND NOTIFICATIONS

It is required that the service provider notifies the relevant governing authority, SAMSA, when work/modifications are done to such an extent that SAMSA oversight/approval is required. The service provider is responsible for acquiring SAMSA approval for any modifications to the vessel.

A4.8. OEM PRESCRIBED SERVICE PERIODS AND WORK

Scope of routine service work:

The scope of routine service work may include jobs related to welding, electrics, plumbing, procurement, and installation of new parts and mechanical maintenance and repairs to the vessels. The appointed service provider must provide qualified/certified personnel to undertake the work.

The scope of work for routine services must include all preparation and logistics associated with the service including:

- Preparation for haulage and dry docking, including safety files, permitting and any other requirements of Transnet National Ports Authority (TNPA).
- Retrieve & re-launch vessel (haulage).
- Time spent on land (dry docking)
- Service of propulsion system and ancillary systems as required (as specified above)
 - IVECO and Hamilton Jet service to be conducted by authorised service agent. (Bidder to appoint authorised service agents and provide confirmation from appointed agent in this bid (if not agents themselves)).
 - Genuine or OEM recommended part to be used for services. *Confirmation provided in quotes prior to purchase orders being issued and service report prior to payment.*
- Cleaning engine rooms and degreasing.
- High pressure clean of entire vessel.
- Clean and disinfect cabin.

Service schedules:

- Every 300 hr of engine run-time (service takes place with vessel on the water):
 - Engines service as per manufacturer service schedule listed below under OEM Service plans.
 - Gearboxes service as per manufacturer service schedule listed below under OEM Service plans.
 - Jets: Internal inspection, lubrication, and anode replacement as per manufacturer service manual.
 - Generator services as per manufacturer service schedule listed below under OEM Service plans.
 - Cleaning of engine rooms.
- Every 6 months (service takes place out of the water in the Port)
 - Haulage
 - Dry-docking (out of water period)
 - Hull: clean, inspection, antifoul, and replace anodes.

- Jets: Full external inspection and diagnostics test (using Hamilton Jet/ blue arrow analysis software), service as per manufacturer service schedule provided.
- Hydraulic system serviced, including A-Frame and Davit arms – load test certificate to be issued by accredited service agent annually.
- Deck: inspection and servicing of hatches.
- Annual (service takes place out of the water in the Port)
 - Haulage
 - Dry-docking
 - Hull: clean, inspect, antifoul, and replace anodes.
 - Jets: Full external inspection and diagnostics test (using Hamilton Jet/ blue arrow analysis software), service as per manufacturer service schedule (outlined below).
 - Hydraulic system service and load tested, including A-Frame and Davit arms – Load test certificate to be issued by accredited service agent annually.
 - Deck: inspection and servicing of hatches.
 - SAMSA hull survey – SAMSA hull survey certificate to be issued.
 - SAMSA LGSC – SAMSA LGSC certificate to be issued.
 - Fire suppression systems inspection and service – certificate to be provided by SAMSA accredited service agent.
 - Safety gear service (life-raft, life-jackets, EPIRB, SART, flares,) – service certificate to be issued by accredited service agent.

Service reports:

Following completion of issued instructions in a purchase order, a full-service report is to be provided prior to payment for review and quality assurance of work performed by the contract manager and the respective vessel's captain and must include the following:

- Detailed report of all work done, including photographic evidence and parts lists.
- Sign-off on a company letterhead of OEM authorised service agent that work has been done in compliance with OEM recommendation and that only OEM approved parts were used.

A4.9. MANAGEMENT OF NON-ROUTINE SERVICES

The service provider will conduct non-routine services as required. This will be on a needs basis.

Upon receiving notice of such non-routine work, the service provider provides a detailed quotation to the contract manager, stating what work is required, parts required, and the applicable hourly rate for the required skills.

After internal review and agreement, SAIAB will issue a written purchase order specifying work to be done.

Scope of services may include the following:

- Repairs, upgrades, maintenance, off and on-site technical support to vessel and/or associated systems:
 - Hull and superstructure;
 - Propulsion systems;
 - Navigation systems;
 - Safety systems;
 - Electrical systems;
 - Plumbing system;
 - Hydraulic systems
- Non-scheduled maintenance and repairs as required.
 - Repairs to hull, deck, and superstructure involving aluminium welding by coded welders.
 - Refurbishment or modifications to vessels.
 - Software updates/licences or new software purchases for vessel systems.
 - Replacement and installation of components.
 - Vessel safety and compliance audits.

The requirements of the unscheduled work cannot be determined in advance; therefore, the full scope of work is not limited to what is defined in this bid document. Future needs are unknown and dependant on budget availability and priorities.

A4.10. SPECIAL CONDITIONS FOR USE OF ALTERNATIVES AND DISPOSAL INCLUDING TRADE-IN VALUES AND COMPLIANT DISPOSAL

Use of Alternatives

If the bidder wishes to propose and quote on an equivalent alternative, then the bidder must provide proof that it is equivalent to the specified make and model and that the alternative product is compatible with existing electronic and mechanical systems on the vessels.

During the contract period, the service provider can propose an alternative meeting the following conditions:

- a. The alternative must equivalent or better than the specified make and model currently in use; and
- b. The alternative is compatible with existing electronic and mechanical systems on the vessels; and
- c. The pricing is in the agreed acceptable range.

Disposal of parts

Where relevant and if parts have a resale value, the appointed service provider will be required to include trade-in values in their quotes. Where parts and items will be disposed of, it is the responsibility of the appointed service provider to ensure that items are disposed correctly in alignment with relevant legislation.

A4.11. SPECIAL CONDITION TO THE GCC15 - WARRANTY

The substance of the warranty is stated in section 15.1

The special condition (SCC) to sub-clause 15.2 is as follows:

New equipment replacing existing equipment:

The service provider passes to SAIAB any OEM warranties where new equipment is supplied to replace existing equipment.

The service provider ensures the OEM warranties passing to NRF-SAIAB maintain their original periods where these are longer than the minimum of one (1) year warranty.

Service provider's labour and expertise:

The service provider provides a six (6) months warranty on its labour and expertise.

For reference, the GCC clause on warranty is provided for clarity below.

GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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.

A5. PERFORMANCE MANAGEMENT AND KEY PERFORMANCE INDICATORS

1. **The service provider and the NRF-SAIAB's contract manager will agree on the contracts overarching performance and service levels as set out in this document.**
 - a. Both parties will agree on the final set of performance levels including measurable key performance indicators with minimum thresholds as well as trigger points for penalties in writing. Both parties sign the agreed performance levels and append the document to this contract document.

- b. The performance level indicators will be continually monitored and will be formally reported annually.
- c. Where both parties agree to variation of these performance levels, both parties will meet and agree on the revised performance levels in writing, sign and append to this contract document.
- d. Each performance level document states the agreed performance levels, date effective from, performance penalties, and any matter forming part of such performance levels.

2. Management of poor performance:

- a. Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause.
- b. Both parties agree that where poor performance occurs under this contract, more frequent performance reviews can be requested by one of the parties.
- c. Both parties will agree to a correction plan and will implement it.
- d. Both parties will monitor the corrective actions to ensure performance levels are at the agreed minimum.
- e. Both parties agree to escalate non-corrective actions to senior management where performance levels have not returned to the agreed minimum service levels.
- f. Both parties will assess the applicability of penalties to the incurred poor performance and apply these.

3. Annual review of past year's performance:

- a. The service provider and the NRF-SAIAB's contract manager review the current agreed performance levels annually during the performance review.
- b. In the annual review, the service provider and the NRF-SAIAB's contract manager measure delivered performance against the performance levels as agreed in accordance with this document

4. The service performance levels are:

Performance requirement	Deliverable	Trigger	Penalty

Quality of work	Work is carried out in accordance with OEM specifications, applicable SAMSA requirements, and good marine engineering practice, and is free of defects in the service provider's labour or in the parts and materials it supplies. Work is inspected and, where applicable, sea-trialled and signed off by both parties before the vessel returns to service. A six (6) month warranty applies to the service provider's labour and expertise per clause A4.11; parts and materials supplied are warranted under GCC15.	A defect attributable to the service provider's labour, or to parts or materials it supplied, is identified on handover, during sea trial, or within the applicable warranty period, requiring rework.	Escalate to relevant senior management and, if not responded to, to the service provider's directors. The service provider rectifies the defect at its own cost, including labour, materials, and associated haulage / dry-docking. Where the defect results in operations delays and prevents the vessel from meeting committed research programs, the penalty is 1% of the purchase order value per day to a maximum of 5% of the purchase order value. Continual poor performance reflects poorly on contract review and may result in contract termination.	
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Turnaround time to assist with technical support	Acknowledgement of request for technical assistance within 1 working day.	Longer than 2-day response time	Escalate to relevant senior management and, if not responded to, to the service provider's directors
	Telephonic support from technician within 1 working day of requesting support.	Longer than 2-day response time	Where delay results in loss research time and other costs, the NRF-SAIAB reserves the right to implement a penalty of 1% of the purchase order value per day to a maximum of 5% of the purchase order value. Reimbursement of costs incurred by research clients due to vessel not being available as scheduled Where there is continual poor performance, NRF-SAIAB reserves the right to apply penalty including the cost of using an alternative service provider. Poor reflection on contract review Continual poor performance may result in termination of contract

Onsite technical support	Technician to be on site within 12 hours of agreed date and time.	Longer than 12 hour delay from agreed date and time.	Escalate to relevant senior management and, if not responded to, to the service provider's directors. Where delay results in loss research time and other costs, the NRF-SAIAB reserves the right to implement a penalty of 1% of the purchase order value per day to a maximum of 5% of the purchase order value. Where there is continual poor performance, NRF-SAIAB reserves the right to apply additional penalty being the cost of using an alternative service provider. Poor reflection on contract review. Continual poor performance may result in termination of contract.
Turnaround time for routine services.	Service completion date is agreed by both parties and is stated on the issued works purchase order.	Service exceeds the agreed completion date or takes longer than 2 weeks.	Escalate to relevant senior management and, if not responded to, to the service provider's directors

	Where above is not defined, the service is completed within 2 weeks of receipt of a purchase order	Service provide must provide explanation for the delay and propose a new completion date. Where accepted by SAIAB, the trigger event is postponed	Service provider bears all costs of additional dry docking (haulage/time on land) and any further costs incurred due to the delay. Where delay results in loss research time and other costs, the NRF-SAIAB reserves the right to implement a penalty of 1% of the purchase order value per day to a maximum of 5% of the purchase order value. Where there is continual poor performance, NRF-SAIAB reserves the right to apply additional penalty being the cost of using an alternative service provider. Poor reflection on contract review Continual poor performance may result in termination of contract	
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A6. BIDDER SELECTION

NOTE: All mandatory criteria must be met to proceed to the next stage of evaluation.

All SBD forms indicated as mandatory must be completed and signed by bidders. However, NRF may apply discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature and may not pertain to the substance of the bid, such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

Each member of a joint venture, or consortium, must submit separate SBD 1, 4 and 6.1 returnable forms.

STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND FORMS

Document description	Weight (Mandatory/Optional)	Criteria	Grading Scheme	Document Reference	BEC Verification
SBD1 Form (Invitation to Bid)	Mandatory	Has the bidder completed the SBD 1 form?	YES/NO		YES/NO

Document description	Weight (Mandatory/Optional)	Criteria	Grading Scheme	Document Reference	BEC Verification
SBD 3.2 Form (Pricing Schedule)	Mandatory	Has the bidder submitted its price offer for the goods and services offered?	YES/NO		YES/NO
SBD 4 Form (Bidder's Disclosure)	Mandatory	Has the bidder completed the SBD 4 form?	YES/NO		YES/NO
		Has the bidder made any disclosure which would preclude it from responding to this bid?	YES/NO		YES/NO
		(PROCEDURAL RULE 10) Submission not from persons in the service of the state or the NRF, companies with directors who are persons in the service of the state or NRF, or close corporations with members' persons in the service of the state or NRF. If yes, is proof provided	YES/NO		YES/NO

Document description	Weight (Mandatory/Optional)	Criteria	Grading Scheme	Document Reference	BEC Verification
		National Treasury has not listed the Bidder or any of its directors on its Database of Restricted Suppliers/ as companies or persons prohibited from doing business with the public sector.	YES/NO		YES/NO
		The Bidder or any of its directors are not listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).	YES/NO		YES/NO

Document description	Weight (Mandatory/Optional)	Criteria	Grading Scheme	Document Reference	BEC Verification
		There have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, pricing, conditions or delivery particulars of the products or services to which this Bid invitation relates.	YES/NO		YES/NO
		The Bidder or any of its directors are not involved in presenting a fronting or non-beneficial owner scheme for this contract.			YES/NO
		The Bidder has not advised that the NRF or otherwise was involved in preparing the bidders tender submission	YES/NO		YES/NO

Document description	Weight (Mandatory/Optional)	Criteria	Grading Scheme	Document Reference	BEC Verification
SBD 6.1 Form (Preferential Points Claim Form)	Mandatory	Has the bidder completed the SBD 6.1 form?	YES/NO		YES/NO
BBBEE Certificate, or sworn affidavit confirming annual turnover and level of black ownership, in the case of EMEs and QSEs	Optional	Has the bidder submitted a valid B-BBEE certificate or sworn affidavit in order to claim B-BBEE points? Where no B-BBEE certificate or sworn affidavit has been submitted, 0 points will be allocated for preference	YES/NO		YES/NO
Provision of B-BBEE Transformation Improvement Plan, if the Bidders B-BBEE Level is 4,5,6,7, 8 & non-Compliant	Optional	Has the bidder submitted an improvement plan for their business or company?	YES/NO		YES/NO

Document description	Weight (Mandatory/Optional)	Criteria	Grading Scheme	Document Reference	BEC Verification
Tax compliance documentation as per options in the SBD 1	Mandatory	Is the tax status compliant (CSD report/SARS PIN/Tax certificate)?	YES/NO		YES/NO
Central Supplier Database Registration	Mandatory	Is the bidder registered on the National Treasury's Central Supplier Database?	YES/NO		YES/NO
A business or company profile, a list of clients with similar vessels and a list of current service contracts (showing the bidder has been in the marine aluminium vessel maintenance and or marine aluminium vessel building industry for > 5years)	Mandatory	Has the bidder submitted a company profile that includes the following:	YES/NO		YES/NO

Document description	Weight (Mandatory/Optional)	Criteria	Grading Scheme	Document Reference	BEC Verification
		- Detailed and verifiable description of experience in the building and/or maintenance of aluminium vessels of a similar design and functionality to the ones described in this tender. - List of clients with similar vessels - List of current service contracts - Company registration details including year of establishment			

HAS THE BIDDER COMPLIED WITH ALL THE MANDATORY EVALUATION CRITERIA IN THIS STAGE 1?

YES

NO- DISQUALIFIED

STAGE 2. SUBMISSION OF REFERENCES INCLUDING ARTICLES AND FUNCTIONALITY

STAGE 2.1 – SUBMISSION OF REFERENCES INCLUDING ARTICLES

Written references Bidder must have a proven record of working with (installation and or maintenance of) marine inboard engines, Hamilton jets and twin disk gear boxes in the form of reference letters from previous clients for the installation or servicing of the above-mentioned propulsion equipment. Reference letter must indicate that supplier has provided one of the following services:	Mandatory	Three (3) verifiable statements from clients in the form of reference letter for the installation or servicing of the above-mentioned propulsion equipment being maintained under this contract within the last thirty-six (36) months in the format below.	YES/NO		YES/NO
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“Complete vessel build”, ” Aluminium hull / structural repair and welding”, “Installation of inboards and jets” or “Maintenance of inboards and jets”. At least one (1) of the three references must attest to aluminium hull, structural or welding work, given the aluminium construction of RV Observer and RV Phakisa. (Refer to the template provided - REFERENCE LETTER TEMPLATE TO BE SUBMITTED on page 74)		If a third-party is used for the installation and or maintenance of marine inboard engines, Hamilton jets and twin disk gear boxes, then the Bidder must provide a letter from the third party stating the duration of their working relationship, and evidence for the scope of work done. Do all reference letters indicate that the services provided met/exceeded requirements?			
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STAGE 2.2 – SUBMISSION OF EVIDENCE MEETING THE FUNCTIONALITY REQUIREMENTS

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
Bidder must have been in the marine aluminium vessel maintenance and/or marine aluminium vessel building industry for a minimum of 5 years with a comprehensive company profile, list of clients that run similar vessels to RV Observer and Phakisa (in terms of size, functionality and mechanical/electronic operations), and list of current service/maintenance contracts.	Mandatory	As per the company/business profile submitted under Stage 1, including the detailed and verifiable experience description, list of clients with similar vessels, list of current service contracts, and company registration details including year of establishment.	YES/NO		

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
The bidding companies must be actively working within the marine aluminium vessels maintenance and/or aluminium vessel building industry at the time of bid submission .	Mandatory	Demonstrated by the reference letters submitted under Stage 2 (dated within the last thirty-six (36) months) and the list of current service contracts in the company/business profile submitted under Stage 1.	YES/NO		

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
Bidder must have a proven record working directly, or via a sub-contracted third party, with the installation and or maintenance of marine inboard engines, Hamilton Jets and twin disk gear boxes. If the bidder works through sub-contracted third parties, these third parties must have appropriate certification and proven track record with the installed mechanical and electrical systems.	Mandatory	Evidence must be provided in the form of a portfolio of work done on at least three (3) vessels that have been built or maintained by the bidder. The client reference letters required under Stage 2 (Written references) serve as the client attestation for this experience and are not to be duplicated here. Where a third party is used, the bidder must provide evidence of the third party's certification and competencies, and of the jobs they were contracted to complete.	YES/NO		

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
Bidders' personnel, or third parties contracted by bidder, who carry out the work must include a coded aluminium welder of relevant gauge thickness (in this case the relevant thickness is 4 - 6 mm) with expertise in marine aluminium boat building and the capabilities/capacity to produce an x-ray test result of welds post-weld. The requirement is that this employee or the third party will be the one doing the welding. If circumstances change during the contract and an alternative welder is needed, then appropriate certification must be provided for the new welder.	Mandatory	Bidder to submit proof of coded aluminium welders employed or proof of suitably qualified and experienced third parties that will be contracted to perform these duties. The qualifications must be a minimum of Coded aluminium welder certificate (with certification to work on a gauge thickness of 4 - 6mm aluminium). Eg ASME, PED, ISO or similar certification.	YES/NO		

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
If a third party is used, then this needs to be clearly stated in the bid and the third party must provide a letter on a company letter head stating the nature and duration of their working relationship with the bidder and detailing relevant experience.					
Bidders personnel, or third parties contracted by bidder, who carry out the electrical work must be a qualified electrician with expertise in marine electrical installation on Aluminium Vessels.	Mandatory	Bidder to submit proof of certified electricians employed, or proof of suitably qualified and experienced third parties that will be contracted to perform these duties.	YES/NO		

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
The requirement is that this employee or the third party will be the one doing the electrical work. If circumstances change during the contract and an alternative electrician is needed, then appropriate certification must be provided for the new electrician. In addition to the certificate, if a third party is used, then this needs to be clearly stated in the bid and the third party must provide a letter on a company letter head stating the nature and duration of their working relationship with the bidder and detailing relevant experience.		Department of Employment and Labour (DEL) Electrical Certificate of Compliance or similar certification is minimum requirement.			

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
The service provider is an authorised service agent of the OEMs (IVECO and Hamilton Jet) qualified to perform services on propulsion systems of the vessels with an emphasis on marine components to be used for such propulsion system services The requirement is that this service agent will be the one carrying out the work. If circumstances change during the contract and an alternative service agent is needed, then appropriate OEM letter must be provided for the new service agent. Where the bidder is using a sub-contracted service agent, the bidder must have a signed contract with that service agent. SAIAB only allows accredited service agents to work on the vessels.	Mandatory	Bidder must provide an authorisation letter from the OEMs, IVECO marine engines and Hamilton Jet, stating authorisation as service agent and their service agents' agreement to work with the OEMs. And a letter of agreement from authorised service agent (if third party not the contracted supplier)	YES/NO		

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
Workshop based within 100km of Port Elizabeth or the Port of Durban (where the vessels are based)	Mandatory	Bidder must provide evidence, in the form of a workshop address, of having a workshop based within 100 km of the Port of Port Elizabeth or the Port of Durban (where the vessels are based).	YES/NO		
Bidder is willing to travel to the respective ports to carry out contract work	Mandatory	Eligible bidders must state that they are willing to travel to the Port of Durban and the Port of Port Elizabeth to carry out work on both vessels as and when required.	YES/NO		

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
Bidder is willing to travel to other ports in South Africa, where the vessels might be during fieldwork to carry out contract work	Mandatory	Additionally, eligible bidders must be able to carry out maintenance work and repairs on the vessels at other ports in South Africa, where the vessels might be during fieldwork.	YES/NO		

HAS THE BIDDER COMPLIED WITH ALL THE MANDATORY EVALUATION CRITERIA IN THIS STAGE 2?	YES	NO- DISQUALIFIED
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QUALITY CHECKS ON THE PRICING SCHEDULE					
Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
The pricing schedule has been completed.	Mandatory				
No arithmetic errors including totalling and cross casting in the Pricing schedule – SBD 3.2.	Mandatory				
The price offer and supporting documents states the country of origin, brand details, and model details.	Mandatory				
The price offer complies with the scope of work.	Mandatory				
The price offer meets the stated equipment specifications in the scope of work.	Mandatory				

The price offer stated the lead times where these are different to the required lead times in the scope of work (if applicable).	Mandatory				
The foreign exchange pricing table supports the offer and complies with the scope of works (if applicable).	Mandatory				
The price component and escalation table based on the comparative price assumptions are completed correctly and supports the price offer (if applicable).	Mandatory				
The price offer meets the compulsory specification and standards stated in the scope of work.	Mandatory				

HAS THE BIDDER COMPLIED WITH ALL THE MANDATORY EVALUATION CRITERIA	YES	NO- DISQUALIFIED
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QUALITY CHECKS ON THE TRANSFORMATION SPECIFIC GOALS QUALIFYING FOR PREFERENCE POINTS (REFER TO SBD 6.1)

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
B-BBEE Level of contributor:	Optional	B-BBBEE Certificate or Sworn Affidavit	Refer to SBD 6.1		
Ownership	Optional	B-BBBEE Certificate or Sworn Affidavit	Refer to SBD 6.1		
Support for SMMEs	Optional	B-BBBEE Certificate or Sworn Affidavit	Refer to SBD 6.1		
Community Development: Direct Job Creation	Optional	Copies of more than two (2) employment contracts	Refer to SBD 6.1		

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
Enterprise and Supplier Development (ESD)	Optional	Signed confirmation letters from minimum of at least four (4) ESD beneficiaries supported by the bidder in the last three (3) financial years	Refer to SBD 6.1		
The targeted procurement points being claimed are supported by independent verification support document.	Optional				
The targeted procurement objectives are supported i.e. development of SMEs through sub-contracting.	Optional				
The evidence supplied supporting the objective grounds claim are verifiable and true.	Optional				

NRF DECISION ON ALLOWING THE BID INTO THE AWARDING COMPETITION	
DOES THE SERVICE PROVIDER MEET ALL THE SPECIFICATION REQUIREMENTS?	YES/NO
CAN THE SERVICE PROVIDER EXECUTE THIS CONTRACT AT THE PERFORMANCE STANDARD SET?	YES/NO
DOES THE SERVICE PROVIDER HAVE THE SKILLS AND RESOURCES TO EXECUTE THIS CONTRACT WITHOUT PLACING THE NRF AT RISK?	YES/NO

A7. AWARDING COMPETITION

The NRF conducts an open, transparent competition in the awarding stage where all eligible, acceptable bids, i.e. bidders that have received three YES in the above decision section.

The phases of the awarding competition is as follows:

Phase 1: Price competition

The NRF conducts price competition between the eligible bidders, considering all aspects of pricing requirements on an equal and fair comparison basis, equitable to all bidders.

To enable the NRF to conduct the price completion in accordance with the above, the bidders must quote in their financial offer (SBD3.2) on the following tables

- a. A7.1. SECTION 1: OEM RECOMMENDED SERVICE PLANS TO BE QUOTED ON**
- b. A7.2. SECTION 2: REPLACEMENT OF COMPONENTS BASED ON THE OEM AND VESSEL REQUIREMENTS**

AND have passed the quality checks set out in **QUALITY CHECKS ON THE PRICING SCHEDULE**.

Those financial offers meeting the above, the NRF ranks prices from lowest to highest.

Phase 2: Application of preferential procurement points with supporting transformation programs, where applicable

NRF applies preferential procurement between the eligible bidders as set out in the NRF's preferential procurement policy and its SCM Transformation Strategy available on the website and stated in the standard bidding document 6.1 in this document.

AND have passed the quality checks set out in **QUALITY CHECKS ON THE TRANSFORMATION SPECIFIC GOALS QUALIFYING FOR PREFERENCE POINTS (REFER TO SBD 6.1)**.

Phase 3: Awarding Notification

The NRF ranks the combined scores, with the highest-scoring bidder receiving a notice

A7.1. SECTION 1: OEM RECOMMENDED SERVICE PLANS TO BE QUOTED ON

Interested bidders are expected to quote on the Part/Component OEM and Vessel OEM recommended service plans for both RV Observer and RV Phakisa with the jobs completed in the Port of Port Elizabeth and the Port of Durban, respectively. Details of the OEMs can be found on A4.2. (PRIMARY VESSELS TO BE MANAGED IN TERMS OF THIS CONTRACT).

No amount of work is guaranteed, and the purpose of this section is for price comparison purposes to allow fair comparison of bids received. The exact time and nature of purchase orders issued on this contract will be determined on a needs basis and will be dependent on the availability of funding during the 5-year contract period.

Part/Component	Service interval and minimum scope of work
PRT and STB Engines	Every 300 hrs

		• Clean air filter	
		• Check zinc Anodes	
		• Check oil vapour status	
		• Condensation draining/suction from fuel tanks	
		• Engine lubricant replacement	
		• Unidirectional valve efficiency, check pre-lubrication system	
	Every 600 hrs		
		• As per 300 hr service as well as the following	
		• Replace fuel filters	
		• Replace fuel pre-filters	
		• Replace oil vapour filter	
	Every 900 hrs		
		• As per 600 hr service as well as the following:	
		• Check seawater pump rotor wear	
		• Cleaning of all heat exchangers	
		• Supercharger cleaning	
		• Seawater intake inspection	
	Every 1200 hrs		
		• As per 900 hr service as well as the following:	
		• Valve rocker arms play adjustment	
		• Auxiliary elements belt replacement	
		• Coolant replacement	
PRT and STB Gearbox	Every 100 hrs		
		• Grease oil seals	
	Every 1000 hrs		
		• As per 100 hr service as well as the following:	
		• Change oil and filter	
		• Clean suction strainer	

	• Check heat exchanger	
	Every 2000 hrs	
PRT and STB Jets	• As per 1000 hr service as well as the following:	
	• Check input coupling	
	Every 100 hrs	
	• Check operation and lubricate screen rake	
	• Check for wear on steering shaft and bushes	
	• Check condition and lubricate steering crank	
	• Lubricate reverse cylinder shaft	
	Every 1000 hrs	
	• As per 100 hr service as well as the following:	
	• Change hydraulic oil	
	• Change hydraulic oil filter	
	• Check anti-vibration mounts on the jet interface module	
	• Visually inspect cables and connectors	
	• Check all mounting bolts on modules	
	Every 2000 hrs	
	• As per 1000 hr service as well as the following:	
	• Complete jet unit examine and overhaul as necessary	
	Every 6000 hrs	
	• As per 2000 hr service as well as the following:	
	• Check condition of oil pump	
	• Complete jet unit examination and overhaul as necessary	
PRT and STB Generator	Every 50 hrs	
	• Check fuel pipes and clamp bands	
	• Change engine oil	
	Every 100 hrs	
	• As per 50 hr service as well as the following:	

		• Clean fuel filter	
		• Check fan belt tightness	
		• Drain water separator	
	Every 200 hrs		
		• As per 100 hr service as well as the following:	
		• Replace oil filter cartridge	
		• Check intake air line	
		• Check radiator hoses and clamp bands	
	Every 400 hrs		
		• As per 200 hr service as well as the following:	
		• Replace fuel filter element	
		• Clean water separator in fuel tank	
	Every 500 hrs		
		• As per 100 hr service as well as the following:	
		• Clean water jacket	
		• Replace fan belt	
	Every 800 hrs		
		• As per 400 hr service as well as the following:	
		• Check valve clearance	
	Every 1500 hrs		
		• As per 500 hr service as well as the following:	
		• Check fuel injection nozzle injection pressure	
	Every 3000 hrs		
		• As per 2000 hr service as well as the following:	
		• Check injection pump	
		• TNPA safety file	
		• Haul vessel out the water	

Routine 6-month dry docking and service	• Put vessel back in the water	
	• Dry-docking (out of water period)	
	• Hull: clean, inspection, antifoul, and replace anodes.	
	• Jets: Full external inspection and diagnostics test (using Hamilton Jet/ blue arrow analysis software), service as per manufacturer service schedule provided.	
	• Hydraulic system serviced, including A-Frame and Davit arms – load test certificate to be issued by accredited service agent. annually	
	• Deck: inspection and servicing of hatches.	
Routine annual dry docking and service	• TNPA safety file	
	• Haul vessel out the water	
	• Put vessel back in the water	
	• Dry-docking (out of water period)	
	• Pressure clean hull	
	• Hull antifouling paint	
	• Clean jets	
	• Antifoul exterior of jets	
	• Check anode integrity on jets and hull	
	• Clean all intakes	
	• Hydraulic system serviced, including A-Frame and Davit arms – load test certificate to be issued by accredited service agent annually	
	• Service engine fire suppression system	

A7.2. SECTION 2: REPLACEMENT OF COMPONENTS BASED ON THE OEM AND VESSEL REQUIREMENTS

Interested bidders are expected to quote on the specified products in the table below. If the bidder wishes to propose and quote on an equivalent alternative, then the bidder must provide proof that it is equivalent to the specified make and model and that the alternative product is compatible with existing electronic and mechanical systems on the vessels. The bidders must quote for work on the vessels to take place in the Port of Port Elizabeth for RV Observer and in the Port of Durban for RV Phakisa.

Where relevant and if parts have a resale value, the appointed service provider will be required to include trade-in values in their quotes. Where parts and items will be disposed of, it is the responsibility of the appointed service provider to ensure that items are disposed correctly in alignment with relevant legislation.

No amount of work is guaranteed, and the purpose of this section is for price comparison purposes to allow fair comparison of bids received. The exact time and nature of purchase orders issued on this contract will be determined on a needs basis and will be dependent on the availability of funding during the 5-year contract period.

Scope of work	Quote line items
2.1. Replacement of current Main Engine (IVECO C87 ENT M62 - Cursor 9 series) Harnesses on <u>RV Observer</u> with new OEM Cursor 9 Harnesses . Equivalent products from manufacturers will be considered only if they are approved by the main engine OEM and the vessel OEM and if they integrate seamlessly with the current system configuration.	2.1.1. Removal of existing Cursor 9 Harnesses from RV Observer in the Port of Port Elizabeth
	2.1.2. Procurement of new Cursor 9 Harnesses
	2.1.3. Fitment and testing of new Cursor 9 Harnesses on RV Observer in Port of Port Elizabeth
2.2. Replacement of current Main Engine (IB Iveco 67 NEF 450) Harnesses on <u>RV Phakisa</u> with new OEM IB Iveco 67 NEF	2.2.1. Removal of existing IB Iveco 67 NEF 450 Harnesses from RV Phakisa in Port of Durban
	2.2.2. Procurement of new IB Iveco 67 NEF 450 Harnesses

450 Harnesses. Equivalent products from manufacturers will be considered only if they are approved by the main engine OEM and the vessel OEM and if they integrate seamlessly with the current system configuration.	2.2.3. Fitment and testing of new IB Iveco 67 NEF 450 Harnesses on RV Phakisa in Port of Durban
2.3. Replacement of Vetus 8kVA Genset Harnesses on <u>RV Phakisa</u> with new OEM replacement harnesses. Equivalent products from manufacturers will be considered only if they are approved by the main engine OEM and the vessel OEM and if they integrate seamlessly with the current system configuration.	2.3.1. Removal of existing Vetus Harnesses from RV Phakisa in Port of Durban
	2.3.2. Procurement of new Vetus Harnesses
	2.3.3. Fitment and testing of new Vetus Harnesses on RV Phakisa in Port of Durban
2.4. Replacement of Fischer Panda PVMi 8000 Genset Harnesses on <u>RV Observer</u> with new OEM replacement harnesses. Equivalent products from manufacturers will be considered only if they are approved by the main engine OEM and the vessel OEM and if they integrate seamlessly with the current system configuration.	2.4.1. Removal of existing Fischer Panda Harnesses from RV Observer in Port of Port Elizabeth
	2.4.2. Procurement of new Fischer Panda Harnesses
	2.4.3. Fitment and testing of new Fischer Panda Harnesses on RV Observer in Port of Port Elizabeth
2.5. Replacement of current Gensets on <u>RV Observer</u> with Vetus 14kVA single phase 230 V gensets (SKU: GLX14SIC), or equivalent. If the bidder wishes to quote on an equivalent product, then they require proof from the	2.5.1. Removal of existing Gensets on RV Observer in Port of Port Elizabeth
	2.5.2. Procurement of new Vetus 14kVA single phase 230 V Genset (SKU: GLX14SIC)
	2.5.3. Fitment and testing of new Vetus 14kVA single phase 230 V Genset on RV Observer in Port of Port Elizabeth

vessel OEM that the equivalent product will serve its intended purpose, that it is equivalent to the requested product that it will integrate seamlessly into the existing electronic systems on the vessels.		
2.6. Replacement of current Gensets on <u>RV Phakisa</u> with Vetus 14kVA single phase 230 V gensets (SKU: GLX14SIC) , or equivalent. If the bidder wishes to quote on an equivalent product, then they require proof from the vessel OEM that the equivalent product will serve its intended purpose, that it is equivalent to the requested product that it will integrate seamlessly into the existing electronic systems on the vessels.	2.6.1. Removal of existing Genset on RV Phakisa in Port of Durban	
	2.6.2. Procurement of new Vetus 14kVA single phase 230 V Genset (SKU: GLX14SIC)	
	2.6.3. Fitment and testing of new Vetus 14kVA single phase 230 V Genset on RV Phakisa in Port of Durban	
2.7. Replacement of current main engines on <u>RV Phakisa</u> with new IB Iveco 67 NEF 450 Main engines , or equivalent. If the bidder wishes to quote on an equivalent product, then they require proof from the vessel OEM that the equivalent product will serve its intended purpose, that it is equivalent to the requested product that is currently in use and that it will integrate seamlessly into the existing engine systems on the vessels.	2.7.1. Removal of existing Main engines on RV Phakisa in Port of Durban	
	2.7.2. Procurement of new IB Iveco 67 NEF 450 Main engines	
	2.7.3. Fitment and testing of new IB Iveco 67 NEF 450 Main engines on RV Phakisa in Port of Durban	

2.8. Replace entire 24V and 12V electrical supply/feeding cables to main engines, gensets and inverters on both <u>RV Phakisa</u> and <u>RV Observer</u> .	2.8.1. Replace entire 24V and 12V supply/feeding cables to main engines, gensets and inverters on RV Phakisa in Port of Durban	
	2.8.2. Replace entire 24V and 12V supply/feeding cables to main engines, gensets and inverters on RV Observer in Port of Port Elizabeth	

A8. BID PREPARATION INSTRUCTIONS

1.	Definitions
1.1	<u>“B-BBEE”</u> means the Broad-Based Black Economic Empowerment Act, Act No 53 of 2003. <u>“Bid”</u> means a written offer in this prescribed format responding to the NRF’s invitation to supply goods, services, and/or works. <u>“Competitor”</u> means any individual or organisation, other than the bidder, whether or not affiliated with the Bidder, who has been requested to submit or potentially could submit a response to this Bid invitation or provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder. <u>“EME”</u> means Exempted Micro Enterprise with an annual Total Revenue of R10 million or less. <u>“Enterprise and Supplier Development (ESD)”</u> means a priority element within the amended B-BBEE Codes of Good Practice comprised of Preferential Procurement, Enterprise Development and Supplier Development. <u>“Equipment”</u> means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output. <u>“Fronting or non-beneficial owner”</u> means the misrepresentation of facts on whom has the skills and competence to deliver this contract by placing a person or entity to stand in for the real beneficial owner on an unequal relationship of control and benefits not found in arm’s length transactions. Examples are the deliberate circumvention of legislation for example window-dressing, tokenism, benefit diversion, money laundering, opportunistic Intermediaries. <u>“Gender neutral”</u> means words in one gender e.g. masculine includes all genders e.g. feminine, neuter. <u>“Input specification”</u> means the description with standards of the required item. <u>“Local Content”</u> means that portion of the product whose manufacturing process takes place within South Africa, from input materials, raw materials, and/or components that were sourced in South Africa.

	<u>“Offer”</u> means a bid or quotation or a proposal. <u>“Output specification”</u> means the listing of the functionality of the procured item or scope of works performs to meet the objectives of the contract. <u>“QSE”</u> means Qualifying Small Enterprise with an annual Total Revenue of between R10 million and R50 million. <u>“Service provider”</u> means the provider of goods, services, or/and works i.e. service provider, supplier, consultant, specialist, contractor. <u>Should</u> means a choosing from a range of options. <u>“Singular/Plural”</u> means in this document words in the singular also mean in the plural and vice versa unless precisely stated. <u>“Specific Goals”</u> means specific goals as contemplated in Section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. <u>“Will”</u> is defined as the same meaning as “must”.
2.	Date and time
2.1	The NRF recognises the Central Africa Time (CAT) date and time as recorded on its own bidding and/or email systems for meeting the closure deadlines.
3.	Late bids
3.1	Bids received after the closing time and/or date will not be considered.
4.	Authority of bid signatory
4.1	The bid must be signed by a person duly authorised to do so.
5.	Clarification of the bid

5.1	Bid enquiries may be directed, in writing, to the contact persons listed on the cover page of this bid document.
5.2	Responses to bid enquiries will be provided in writing. If possible, responses will be sent to all prospective bidders.
5.3	Where no briefing session is held, the NRF may publish the clarification responses on the NRF website.
5.4	The last date for the submission of enquiries shall be three (3) working days from the closing date of the tender.
6.	Bid preparation costs
6.1	Bidders will be responsible for all costs related to the preparation and submissions of their bids.
7.	Tender Briefing Session and Site Visit
7.1	Where applicable, the arrangements for a compulsory or non-compulsory tender briefing session and / or site visit are as stated in the Invitation to Tender.
7.2	Bidders should be represented by a person or persons who are suitably qualified and experienced to comprehend the tender requirements.
7.3	Where the briefing session or site visit is compulsory, bidders not represented at such briefing session or site visit will be precluded from submitting a bid.
8.	Counter proposals
8.1	No counter proposals will be accepted.
9.	Alterations to the bid document
9.1	Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by the NRF. Any alterations made to the content of this bid document other than those mandated by the NRF will result in tender disqualification.
10.	Submitting a tender offer through National Treasury's e-Tender e-Submission Platform

10.1	Bidders may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this bid document.
10.2	Each party to a joint venture or consortium must individually complete and submit the SBD returnable forms included in this bid document.
10.3	Bidders must return all returnable documents and forms after completing them in their entirety.
10.4	The bid document must be submitted in its entirety.
11.	Eligibility and beneficial ownership disclosure
11.1	Bidders must disclose their beneficial ownership information in accordance with Companies and Intellectual Property Commission (CIPC) requirements, PFMA Circular 20 of 2019, and anti-money laundering legislation. Failure to disclose or misrepresentation of beneficial ownership will result in disqualification.
12.	Clarification of bidder's tender offer after submission
12.1	Bidders may be required to clarify aspects of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both).
12.2	No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.
13.	Central Supplier Database registration
13.1	No bidder can submit a bid in response to an e-Tender Submission if not registered with the National Treasury Central Supplier Database
14.	Tax compliance status
14.1	No award will be made to any bidder whose tax matters have not been declared to be compliant by the South African Revenue Services (SARS).
14.2	Each party to a joint venture, consortium, or partnership must comply with the above requirement.

14.3	At point of award, the preferred bid will be disqualified if the bidder is not tax-compliant and fails to ensure tax compliance within a minimum of 7 days of notification, or within such extended time-frame as may be granted by the NRF in writing.
15.	Due Diligence during Bid Evaluation
15.1	During the evaluation of the bid, the NRF reserves the right to carry out such due diligence on shortlisted bidders as it deems necessary, which due diligence may include requiring shortlisted bidders to submit reference letters from clients for whom similar services have been provided.
15.2	Where reference letters are requested, they must comply with performance indicators specified by the NRF.
15.3	A bid may be disqualified where reference letters provided do not satisfy the performance indicators specified.
16.	Invalid bids
16.1	Tenders shall be invalid if –
16.1.1	In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer.
16.1.2	The bidder is listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
16.1.3	The bidder has been restricted from doing business with any Organ of state.
17.	Price negotiations prior to award
17.1	The award of this tender may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities for realising cost savings, or where bid prices are not considered to be reasonable or market related.

17.2	The NRF reserves the right to reject overpriced or under-priced bids, which are priced significantly higher or lower than the estimated market value.
18.	Cancellation of the bid prior to award
18.1	The NRF reserves the right to cancel this bid at any time before award, where -
18.1.1	Due to changed circumstances, there is no longer a need for the services specified in this tender.
18.1.2	Funds are no longer available to cover the total envisaged expenditure for the project.
18.1.3	No bids meet the required specifications.
18.1.4	There is a material irregularity in the tender process.
19.	Extended validity period
19.1	The NRF reserves the right to extend the validity period of this invitation: Bidders may either accept or reject the extended validity period and those who do not wish to extend the validity period would be regarded as non-responsive and would be excluded from further assessment.
20.	Tender award
20.1	The tender will be awarded to the bidder with the highest combined score for price and preference, unless other objective criteria, specified in the tender document, applies.
20.2	The award will be subject to final verification of the bidder's tax compliance status.
20.3	The NRF conducts final checks on the bidder's tax status and on the stated mandatory exclusions; then signs the standard contract acceptance form with the awarded bidder.
20.4	The standard contract acceptance form SBD7.2 or the written contract states the commencement date of the contract.
20.5	The NRF retains the signed contracts in the contract registry with copies distributed to the relevant contract role players.

21.	Disclosure of bids received
21.1	Bids are open and competitive. The publishing of the bids received is on the appropriate NRF website, National Treasury's E-Tender Portal, and other electronic sites originally advertised on. The disclosure data is the service provider's name and, where possible, tendered price, B-BBEE Level Status of Contributor and Conflict of Interest Declaration.
22.	Original documents
22.1	The NRF retains the original emailed document set as the defined original for contract purposes for physical and electronic storage.
22.2	The NRF makes electronic copies for eligibility selection and for awarding competition purposes.
23.	Legislative References
23.1	This bid process and resulting contract are governed by the Public Finance Management Act, 1999 (PFMA), Treasury Regulations, the Preferential Procurement Policy Framework Act, 2000 (PPPFA), the latest National Treasury Instruction Notes, and section 217 of the Constitution.
24.	Collusion, fraud and corruption
24.1	Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in disqualification of the bid concerned.
24.2	The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.
25.	Fronting
25.1	The NRF supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, the NRF condemns any form of fronting.

25.2	The NRF's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
25.3	Should the NRF have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given 7 days from the date of notification to provide evidence refuting the finding of fronting.
25.4	Should the bidder be unable to satisfactorily refute such finding, the NRF reserves the right to disqualify the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict the bidder from conducting business with the public sector for a period not exceeding 10 years, and exercise any other available remedies.
26.	Disclaimers
26.1	The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The NRF has no liability towards the bidders in connection therewith.

PART B - RETURNABLE DOCUMENTS AND SCHEDULES

SBD 4 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 are 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 table below.

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.

Full Name	Identity Number	Name of State institution

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 I 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 consortium¹ 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, 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.

¹ 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 [SBD6.1]

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

1.1.2. the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

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

1.5. The NRF reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the NRF.

2. DEFINITIONS

2.1 “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;

2.2 “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

2.3 “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

2.4 “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

2.5 “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

THE 80/20

A maximum of 80

80/20:	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
---------------	---

Where P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

2. POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based in the goals stated in the table below as may be supported by proof/documentation stated in the conditions of this bid:

Specific Goals	Number of points allocated (80/20 system)	Number of points allocated (80/20 system) (To be completed by the bidder)
B-BBEE Level of contributor:	<u>4 Points</u>	
• Level 1 to Level 3	4	
• Level 4 to Level 6	2	
• Level 7 to Level 8	1	

Ownership: • Supplier that is at least 51% Black-owned. • Supplier that is at least 51% Black female-owned. • Supplier that is at least 51% Black youth-owned. • Supplier that is at least 51% owned by People with Disabilities.	<u>8 Points</u> 3 3 1 1	
Support for SMMEs¹: • EMEs • QSEs	<u>2 Points</u>	
Community Development: • Direct Job Creation in last 36 months (verifiable proof required)	<u>2 Points available:</u> <u><2 jobs = 0 points</u> <u>2-5 jobs = 1 point</u> <u>>5 jobs = 2 points</u>	
Enterprise and Supplier Development: • Number of ESD beneficiaries in last 36 months (verifiable proof required)	<u>4 Points available:</u> <u>0 ESDs = 0 points</u> <u>1-2 ESDs = 2 points</u> <u>>2 ESDs = 4 points</u>	

3. BID DECLARATION

DECLARATION WITH REGARD TO COMPANY/FIRM
Name of company/firm:
VAT registration number:
Company registration number:.....

TYPE OF COMPANY/ FIRM
☐ Partnership/Joint Venture /Consortium

¹ If a bidder is an EME or QSE, such enterprises will score maximum points allocated for this specific goal.

- ☐ One person business/sole proprietor
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business:

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

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.3 and 2, the service provider may be required to furnish documentary proof to the satisfaction of the NRF that the claims are correct;

4. 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 NRF may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or service provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

REFERENCE LETTER TEMPLATE TO BE SUBMITTED

Referee Legal Name:			
Trading Name:			
Reference of Invitation for			
Bid Description			
Describe of the service/work the above service provider did for you			
Select the types of work from the options below and give the details of the vessels the work was performed on.			
Complete aluminium (≥15m length) vessel build	Installation of inboards and jets	Maintenance of inboards and jets	
Aluminium hull / structural repair and welding	None of the above		
Vessel details:			
Vessel size (length and GRT)			
Hull material			
Engine make and model			
Jet make and model			
Criteria/Risk	Below requirements	Meets requirements	Exceeds requirements
Quality of service work performed	YES/NO	YES/NO	YES/NO

Quality of aluminium hull / structural and welding work	YES/NO	YES/NO	YES/NO
Professionalism	YES/NO	YES/NO	YES/NO
Completion times	YES/NO	YES/NO	YES/NO
Satisfaction with work done	YES/NO	YES/NO	YES/NO
Availability of technical support	YES/NO	YES/NO	YES/NO
Technology up to date	YES/NO	YES/NO	YES/NO
Management of costs	YES/NO	YES/NO	YES/NO
Availability of spares	YES/NO	YES/NO	YES/NO
Overall Impression			
Other comments			
Approximate value of contract			
Would you use the service provider again?			
Completed by			
Signature			
Company Name			
Contact Telephone Number			
Date			

NB: The above reference letter format is optional. service provider/bidder may use their own template as long as the information therein is in line with the one specified in the “Due diligence of capacity and capability” or “Returnable documents” tables.

PART C - CONTRACT CONDITIONS

C1. CONTRACT DURATION

CONTRACT PERIOD

The contractual period for this bid is 5 years, commencing from the date of final signature on the SBD 7.1 Contract Signing Form.

CONTRACT COMMENCEMENT DATE

This contract shall commence on the commencement date and shall continue for the initial period, unless terminated by any of the contracted parties in accordance with Clauses GCC22, GCC23, and GCC25.

CLASSIFICATION OF CONDITIONS OF CONTRACT

The General Conditions of Contract are core to the contract and are free of changes. The NRF selects the General Conditions of Contract aligning with its procurement strategy of this contract. The General Conditions of Contract for this document is:

1. The National Treasury's General Conditions of Contract as published on the National Treasury's website.

The NRF sets out changes and additions to the selected General Conditions of Contract specifically for this contract in separate categories of Conditions of Contract. These are:

1. The Special Commercial Conditions of Contract.
2. The Special Technical Conditions of Contract.

Where there is conflict, the provisions of the Special Conditions of Contract shall prevail over the core General Conditions of Contract.

C2: GENERAL CONDITIONS OF CONTRACT

In the General Conditions of Contract words in the singular, also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words "will" mean "must".

GCC 1

Definitions - The following terms shall be interpreted as indicated:

1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
2. "Contract" means the written agreement entered into between the NRF and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
3. "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
6. "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods 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.
7. "Day" means calendar day.
8. "Delivery" means delivery in compliance of the conditions of the contract or purchase order.
9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
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 service provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the Republic of South Africa at lower prices than that of the country of origin and which have the potential to harm the local industries in the Republic of South Africa.
12. "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the NRF in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
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 party, and includes collusive practice among service provider (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the NRF of the benefits of free and open competition.
14. "GCC" mean the General Conditions of Contract.

	15. “Goods” means all of the equipment, machinery, and/or other materials that the service provider is required to supply to the NRF under the contract. Equipment means goods. 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 service provider or its sub- service provider) 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. 17. “Local content” means that portion of the price, which is not included in the imported content if local manufacture does take place. 18. “Manufacture” means the production of products in a factory (or similar manufacturing facilities) using labour, materials, components, and machinery and includes other related value-adding activities. 19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service. Commonly called a purchase order. 20. “Project site”, where applicable, means the place indicated in the contract documents. 21. “Purchaser” means the National Research Foundation (NRF). 22. “Republic” means the Republic of South Africa. 23. “SCC” means the Special Conditions of Contract. 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 service provider covered under the contract. 25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
GCC 2	Application 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. Where applicable, special conditions of contract are laid down to, cover specific supplies, services or works. 3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General

	1. Unless otherwise indicated in the contract documents, the NRF 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. 2. With certain exceptions (National Treasury's e-Tender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
	The goods supplied shall conform to the standards mentioned in the contract documents and specifications.
GCC 5	Use of contract documents and information
	1. The service provider shall not, without the NRF'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 NRF in connection therewith, to any person other than a person employed by the service provider in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. 2. The service provider shall not, without the NRF's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the NRF and shall be returned (all copies) to the NRF on completion of the service provider's performance under the contract if so required by the NRF. 4. The service provider shall permit the NRF to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the NRF, if so required by the NRF.
GCC 6	Patent rights
	1. The service provider shall indemnify the NRF 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 NRF.
GCC 7	Performance security
	1. Within thirty days (30) of receipt of the notification of contract award, the successful service provider shall furnish to the NRF the performance security of the amount specified in SCC.

	2. The proceeds of the performance security shall be payable to the NRF as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract. 3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the NRF and shall be in one of the following forms: - A.1. Bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the NRF's country or abroad, acceptable to the NRF, in the form provided in the contract documents or another form acceptable to the NRF; or - A.2. Cashier or certified cheque. 4. The performance security will be discharged by the NRF and returned to the service provider within thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC 8	Inspections, tests and analyses 1. All pre-bidding/contract testing will be for the account of the service provider. 2. If it is a contract 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 service provider shall be open, at all reasonable hours, for inspection by a representative of the NRF or an organization acting on behalf of the NRF. 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 NRF shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 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 NRF. 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 service provider shall defray the cost in connection with these inspections, tests, or analyses. 6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

	7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the service provider 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 service provider cost and risk. Should the service provider fail to provide the substitute supplies forthwith, the NRF may, without giving the service provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the service provider. 8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the NRF to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC 9	Packing 1. The service provider 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. 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 NRF.
GCC 10	Delivery and Documentation 1. Delivery of the goods shall be made by the service provider in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC. 2. Documents submitted by the service provider specified in SCC.
GCC 11	Insurance 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.

GCC 12	Transportation
	1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC 13	Incidental services
	1. The service provider 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 service provider of any warranty obligations under this contract; and e. Training of the NRF's personnel, at the service provider's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 2. Prices charged by the service provider 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 service provider for similar services.
GCC 14	Spare parts
	1. As specified in SCC, the service provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the service provider: a. Such spare parts as the NRF may elect to purchase from the service provider, provided that this election shall not relieve the service provider 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 NRF of the pending termination, in sufficient time to permit the NRF to procure needed requirements; and ii. Following such termination, furnishing at no cost to the NRF, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC 15	Warranty

	1. The service provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. 2. The service provider 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 NRF's specifications) or from any act or omission of the service provider that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 3. 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. 4. The NRF shall promptly notify the service provider in writing of any claims arising under this warranty. 5. Upon receipt of such notice, the service provider 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 NRF. 6. If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the NRF may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights, which the NRF may have against the service provider under the contract.
GCC 16	Payments
	1. The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC. 2. The service provider shall furnish the NRF with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 3. Payments shall be made promptly by the NRF, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider. 4. Payment will be made in Rand unless otherwise stipulated in SCC.
GCC 17	Prices
	1. Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in its bid, with the exception of any price adjustments authorized in SCC or in the NRF's request for bid validity extension, as the case may be.

GCC 18	Contract amendment
	1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC 19	Assignment
	1. The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the NRF's prior written consent.
GCC 20	Subcontract
	1. The service provider shall notify the NRF 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
GCC 21	Delays in service provider's performance
	1. Delivery of the goods and performance of services shall be made by the service provider in accordance with the time schedule prescribed by the NRF in the contract. 2. If at any time during performance of the contract, the service provider or its sub-service provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the service provider shall promptly notify the NRF in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the service provider's notice, the NRF shall evaluate the situation and may at his discretion extend the service provider'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. 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. 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 service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available. 5. Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

	6. Upon any delay beyond the delivery period in the case of a supplies contract, the NRF shall, without cancelling 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 service provider'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 service provider.
GCC 22	Penalties 1. Subject to GCC Clause 25, if the service provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the NRF 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 NRF may also consider termination of the contract pursuant to GCC Clause 23.
GCC 23	Termination for default 1. The NRF, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part: a. If the service provider 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 NRF pursuant to GCC Clause 21.2; b. If the service provider fails to perform any other obligation(s) under the contract; or c. If the service provider, in the judgment of the NRF, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 2. In the event the NRF terminates the contract in whole or in part, the NRF may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the NRF for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated. 3. Where the NRF terminates the contract in whole or in part, the NRF may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years.

	4. If the NRF intends imposing a restriction on a service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the NRF may regard the intended penalty as not objected against and may impose it on the service provider. 5. Any restriction imposed on any person by the NRF will, at the discretion of the NRF, 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 NRF actively associated. 6. If a restriction is imposed, the NRF must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: a. The name and address of the service provider and / or person restricted by the NRF; b. The date of commencement of the restriction c. The period of restriction; and d. The reasons for the restriction. 7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 8. 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 ten (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.
GCC 24	Anti-dumping and countervailing duties and rights 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.

	2. 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 service provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service provider 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
GCC 25	Force Majeure
	1. Notwithstanding the provisions of GCC Clauses 22 and 23, the service provider 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. 2. If a force majeure situation arises, the service provider shall promptly notify the NRF in writing of such condition and the cause thereof. Unless otherwise directed by the NRF in writing, the service provider 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.
GCC 26	Termination for insolvency
	1. The NRF may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NRF.
GCC 27	Settlement of disputes
	1. If any dispute or difference of any kind whatsoever arises between the NRF and the service provider 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. 2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NRF or the service provider 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. 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.

	4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 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.
GCC 28	Limitation of liability
	1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; a. The service provider shall not be liable to the NRF, 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 service provider to pay penalties and/or damages to the NRF; and b. The aggregate liability of the service provider to the NRF, 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.
GCC 29	Governing language
	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.
GCC 30	Applicable law
	1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC 31	Notices
	1. Every written acceptance of a bid shall be posted to the service provider 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. 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
GCC 32	Taxes and duties

	1. A foreign service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the NRF's country. 2. A local service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the NRF. 3. No contract shall be concluded with any service provider whose tax matters are not in order. Prior to the award of a bid, the NRF must be in possession of a tax clearance certificate, submitted by the service provider. This certificate must be an original issued by the South African Revenue Services
GCC 33	National Industrial Participation Programme 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.
GCC 34	Prohibition of restrictive practices 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 service provider(s) was/were involved in collusive bidding (or bid rigging). 2. If a bidder(s) or service provider(s), based on reasonable grounds or evidence obtained by the NRF, has/have engaged in the restrictive practice referred to above, the NRF 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. 3. If a bidder(s) or service provider(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the NRF 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 service provider(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 service provider(s) concerned.
C3: SPECIAL CONDITIONS OF CONTRACT	
SCC 1	Copyright and Intellectual Property

1. Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes
 - a. Copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings);
 - b. Trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and
 - c. Patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).
2. Background intellectual property defined as the intellectual property pertaining to this contract. Any of the contracted parties to this contract created and owned such prior to the effective date of this contract.
3. Contract intellectual property defined as intellectual property the parties to this contract create for and in the execution of the contract.
4. All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.
5. The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.
6. The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being appended to this contract.
7. Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.
8. The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.
9. The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.
10. The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.

SCC 2	Confidentiality
	1. The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not: a. Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent. b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. 2. The recipient shall ensure that any employees, agents, directors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to: a. Disclose the confidential information to any third party, or b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, c. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. 3. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove: a. Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF; b. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; c. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or d. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure.

	4. The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: - All written disclosures received from the NRF; - All written transcripts of confidential information disclosed verbally by the NRF; and - All material embodiments of the contract intellectual property. 5. The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein. 6. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract. 7. The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.
SCC 3	Copyright and Intellectual Property in terms of the Protection of Private Information Act 1. The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. 2. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
SCC 6	Insurance specified 1. The service provider carries insurance of at least 5% of the contract value or R 2 million for public liability, product liability, professional indemnity, and product liability, whichever is greater. The NRF shall be named as co-insured under such policies, and proof of cover must be provided annually. 2. Without limiting the obligations of the service provider in terms of this contract, the service provider shall effect and maintain the following additional insurances:

	a. Public liability insurances, in the name of the service provider, covering the service provider and the NRF against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this contract. b. Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the service provider's broker or the insurance company itself.
SCC 7	Incidental Services Instructions 1. Any incidental services as listed in the GCC13 is only valid where the NRF issues an instruction in the format of a purchase order that states this contract number and specifies the description of the respective service, the quality standard applicable, quantities, unit price, and delivery date. 2. Each instruction forms an additional part to the original contracted price at the commencement date of the contract.
SCC 9	Payment verification 1. The delivery note includes all forms of proof of fulfilment of all obligations stipulated in the contract at the delivery point. 2. The NRF pays within 30 days after receipt of invoice and statement of account or claim from the service provider with the period automatically extended by any delay occasioned by the service provider not providing the invoice with the supporting verification documentation of fulfilment of obligations stipulated in the contract
SCC 10	Contract amendment 1. The contract only allows amendments to the contract as set out in GCC18 and such amendments form part of the contract. 2. The contract parties must sign the contract amendment and append it to the principal contract. 3. Where the contract amendment varies the scope of work, the amendment varies the total contract price as follows: a. The pricing of the scope of work variation is an addition or reduction to the original total contract price. b. Each scope of work variation pricing forms part of the total contract price on an accumulative basis.

	c. Both parties agree on the scope of work variation pricing. Both parties sign the scope of work variation pricing schedule and append it to the contract. 4. Where the contract amendment varies the scope of work, the amendment varies the total time of the contract as follows o Both parties agree on the revised total time of the contract. Both parties sign the revised total time of contract amendment schedule and append it to the contract. 5. Each purchase order is appended to the principal contract.
SCC 13	Rate of exchange variations 1. Where the pricing offer line items or the price offer in total is subject to rate of exchange variations, the service provider provides a schedule listing for each item on the price offer the portion subject to rate of exchange variations with the following full particulars: a. The service provider's financial institution. b. The currencies used in the conversion of the prices of the items to South African currency. c. The portion of the price subject to rate of exchange variations. Where the item has no foreign component please state so (0%) and under the local component column mark it a 100% local. d. The line item price as stated in the price offer. e. Foreign currency applicable. f. The exchange rate in the format of ZAR = and the date of the exchange rate. g. The amounts in foreign currency remitted abroad. 2. When NRF-SAIAB requests quotes from the service provider during the five (5) year contract, the price offering of line items can be amended to reflect exchange rate variations as well as inflation, using the information provided under point 1 as the baseline.
SCC14	Joint Venture or Consortium 1. All parties in a joint venture or consortium shall be jointly and severally liable to the NRF in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
SCC 15	Compliance with laws 1. The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods. 2. The parties shall give all notices required by such authorities. The parties shall pay all charges required by such authorities.

SCC16	Deemed date of receipt of notices 1. Any notice, request, consent, approvals or other communications made between the parties pursuant to the contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when: a. Hand delivered – on the day of delivery. b. Registered mail – five (5) working days after mailing. c. Email – after it has been sent.
SCC 17	Contract management meetings Most orders carried out under this contract will be short term in nature (<1 month) and actions will be issued via Purchase Orders from SAIAB to the service provider. In some instances, orders may require up to a maximum of 6 months to complete. <u>For short-term orders (<1 month delivery time):</u> 2. The service provider and the NRF's contract manager, or a person appointed by the NRF contract manager, at the commencement of the order will agree on the completion date for the order. 3. The service provider and/or the NRF's contract manager arranges additional contract meeting where operational issues require such meetings outside of the agreed scheduled meetings. 4. Upon completion of the order, the service provider and the NRF's contract manager, or a person appointed by the NRF contract manager, sign off on the successful completion of the order. <u>For longer-term orders (1-6 month delivery time)</u> 1. The service provider and the NRF's contract manager, or a person appointed by the NRF contract manager, at the commencement of the order will agree on the schedule of performance management meetings, at 1 per month until the order is complete. 2. The service provider and/or the NRF's contract manager arranges additional contract meeting where operational issues require such meetings outside of the agreed scheduled meetings. 3. The service provider's contract manager will generate and circulate the draft minutes recording important decisions for review by the NRF's contract manager within seven (7) working days from the date of the held meeting 4. The service provider and the NRF's contract manager approve the minutes in writing within ten (10) working days of the previous meeting date

	5. Upon completion of the order, the service provider and the NRF's contract manager, or a person appointed by the NRF contract manager, sign off on the successful completion of the order. <u>Annual contract management meetings</u> 1. The service provider and the NRF's contract manager at the commencement of this contract will agree on the schedule of annual performance management meetings 2. The service provider and/or the NRF's contract manager arranges additional contract meeting where operational issues require such meetings outside of the agreed scheduled meetings. 3. The service provider's contract manager will generate and circulate the draft minutes recording important decisions for review by the NRF's contract manager within seven (7) working days from the date of the held meeting. 4. The service provider and the NRF's contract manager approve the minutes in writing within ten (10) working days of the previous meeting date. 5. The service provider and the NRF's contract manager will complete the annual contract review template based on the outcomes of this meeting.
SCC 18	Occupational Health and Safety when working on the NRF's sites 1. All personnel performing work on NRF's sites as part of this contract are responsible to obtain safety induction. 2. Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the service provider meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. 3. Appropriate personal protection equipment such as closed safety shoes, hard hats, height safety equipment, life jackets and high visibility vests are worn at all times while on the work site. 4. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites. 5. The service provider, once signing the contract acceptance form, signs the Act's section 37.2 agreement with the NRF. 6. The service provider is responsible for itself, its employees, and those people affected by its operations in terms of the Act and its regulations promulgated in terms thereof. 7. The service provider performs all work and uses equipment on site complying with the provisions of the Act. 8. To this end, the service provider shall make available to the NRF a valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this contract, where applicable.

	9. The service provider furnishes its registration number with the office of the Compensation Commissioner. 10. The service provider maintains a health and safety plan complying with the requirements of the Act at the work site during the period that contracted work takes place on the site. 11. The NRF manages the service provider in the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. 12. The service provider accepts liability for any contraventions to the Act. 13. Each member of the service provider's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder's health and safety file.
SCC 19	Dispute Resolution 1. Disputes that cannot be resolved by negotiation or mediation within 30 days shall, at the election of the NRF, be referred to arbitration under the Arbitration Act, 1965, using an independent arbitrator appointed by mutual agreement or, failing such agreement, by the Arbitration Foundation of Southern Africa (AFSA). Arbitration shall take place in Pretoria, and the decision shall be final and binding.
SCC 20	Data protection and cybersecurity 1. The Service Provider shall ensure full compliance with the Protection of Personal Information Act, 2013 (POPIA), and the Cybercrimes Act, 2021. The Service Provider must implement reasonable technical and organisational measures to safeguard NRF data against unauthorised access, cyberattacks, and data breaches. Any breach must be reported to the NRF within 72 hours.
SCC 21	Anti-bribery and Corruption 1. By submitting a bid, the Bidder represents and warrants that it, its employees, agents, and any person associated with it: a. Have fully complied with and will continue to comply with all applicable South African anti-corruption legislation, including but not limited to the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) and the Prevention of Organised Crime Act (No. 121 of 1998).

PART D - PRICING

D 1: PRICE INSTRUCTIONS	
1.	Applicable currency: All prices shall be quoted in South African Rand.
2	Completion of pricing schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein, namely, travel & subsistence, cost of spares, lubrications, labour, maintenance, etc. utilising the input data tables: A7.1. SECTION 1: OEM RECOMMENDED SERVICE PLANS TO BE QUOTED ON A7.2. SECTION 2: REPLACEMENT OF COMPONENTS BASED ON THE OEM AND VESSEL REQUIREMENTS
3.	Price Quotation Basis: prices quoted must be inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the requested locations. Where imported goods/services are to be used, and pricing is subject to exchange rate fluctuations, the exchange currency against the Rand must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.
4	Prices should be based on current value at the time of bidding. Quotations will be obtained during the contract as and when needed at which point the prices can be updated to reflect price variation and variation in exchange rates and operational costs.
5	Engine hours: Engine hours are determined from the vessels' engine hour counter.
6	All work instructions to the appointed service provider will be through issued purchase orders stating this contract number.
7	Fixed hour interval service: As the vessels have been in service and the components have clocked hours during that period prior to this contract, both parties will at commencement of the contract verify the hours recorded on each component (engine, etc.) and set these cumulative hours as the baseline for managing the below costing. The number of hours calculated from the base line will be the hours that will trigger the respective service.

8	Tendered price versus actual purchase orders: All lines in the price schedule must be priced to determine a total tendered financial offer to allow a fair price comparison. Prior to any work commencing, SAIAB will issue purchase orders detailing the scope of work as needed during the five (5) year contract												
9.	Estimates of unforeseen repair/maintenance work and impact of future inflation/deflation on work under the contract: The provisional sum is provided as a place holder indicating unforeseen repair/maintenance work that could occur and the impact of local and overseas inflation on components over the period of the contract to <u>allow bidders an appreciation of the potential value of the contract.</u>												
10.	Assumptions for compliant price calculation for fair price competition in the cases of period contracts where the below price offer does not specify years: Bidders are required to quote on the price to complete each line-item at time of bidding. The contingency amount built into this contract will assist to cover increases in costs associated with exchange rate fluctuations and inflation. Over the course of the contract, the appointed service providers will be able to adjust the prices for jobs that are requested by providing quotes. NRF-SAIAB will then issue purchase orders based on the up-to-date quotes. Price escalations will be monitored and controlled using the details on the proportion of the price that is subject to exchange rate fluctuations, the exchange currency and rate, relative to the Rand, and the inflation index that will be applied.												
11.	Disclosure of index that will be used to govern inflation related price variations: Please furnish full particulars of the inflation index or indices that will be expected to influence pricing over the five (5) year duration of the contract, for both local and foreign inflation. <table><tr><td>Index</td><td>Current index value</td><td>Date</td><td>Currency</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Index	Current index value	Date	Currency								
Index	Current index value	Date	Currency										

12.	Disclosure of prices subject to rate of exchange variations: 1. For each listed item on the below price offer, provide full particulars of: a. The service provider's financial institution. b. The currencies used in the conversion of the prices of the items to South African currency. c. The portion of the price is subject to rate of exchange variations. For the item having no foreign component please state so (0%). d. The amounts remitted abroad. e. Where the item has no foreign component, mark it a 100% local. 2. Please furnish full particulars of the service provider's financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">ITEM No. FROM THE ABOVE STANDARD PRICING DOCUMENT</th> <th style="width: 20%;">PARTICULARS OF FINANCIAL INSTITUTION</th> <th style="width: 20%;">PORTION OF PRICE SUBJECT TO ROE</th> <th style="width: 10%;">PRICE</th> <th style="width: 10%;">CURRENCY</th> <th style="width: 10%;">RATE</th> <th style="width: 20%;">AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">ZAR=</td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">ZAR=</td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">ZAR=</td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">ZAR=</td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">ZAR=</td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">ZAR=</td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">ZAR=</td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">ZAR=</td><td> </td></tr> </tbody> </table>				ITEM No. FROM THE ABOVE STANDARD PRICING DOCUMENT	PARTICULARS OF FINANCIAL INSTITUTION	PORTION OF PRICE SUBJECT TO ROE	PRICE	CURRENCY	RATE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD						ZAR=							ZAR=							ZAR=							ZAR=							ZAR=							ZAR=							ZAR=							ZAR=	
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D 2: PRICING SCHEDULE – SBD 3.2

No.	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE Incl. VAT	TOTAL PRICE Incl. VAT
Section 1: Quotation on OEM RECOMMENDED SERVICE PLANS (See A7.1. SECTION 1: OEM RECOMMENDED SERVICE PLANS TO BE QUOTED ON on page 48)					
RV Observer – Work based in the TNPA Port of Port Elizabeth					
Port and Starboard Engines					
1.1	5	Routine 300hr service of RV Observer (job location: Port of Port Elizabeth) engines	Per service for both engines		
1.2	5	Routine 600hr service of RV Observer (job location: Port of Port Elizabeth) engines	Per service for both engines		
1.3	4	Routine 900hr service of RV Observer (job location: Port of Port Elizabeth) engines	Per service for both engines		
1.4	4	Routine 1200hr service of RV Observer (job location: Port of Port Elizabeth) engines	Per service for both engines		
Port and Starboard Gearboxes					
1.5	35	Routine 100hr service of RV Observer (job location: Port of Port Elizabeth) gearboxes	Per service for both gearboxes		
1.6	3	Routine 1000hr service of RV Observer (job location: Port of Port Elizabeth) gearboxes	Per service for both gearboxes		
1.7	2	Routine 2000hr service of RV Observer (job location: Port of Port Elizabeth) gearboxes	Per service for both gearboxes		
Port and Starboard Hamilton Jet Engines					
1.8	35	Routine 100hr service of RV Observer (job location: Port of Port Elizabeth) jets	Per service for both jets		
1.9	3	Routine 1000hr service of RV Observer (job location: Port of Port Elizabeth) jets	Per service for both jets		
1.10	2	Routine 2000hr service of RV Observer (job location: Port of Port Elizabeth) jets	Per service for both jets		
1.11	1	Routine 6000hr service of RV Observer (job location: Port of Port Elizabeth) jets	Per service for both jets		
Port and Starboard Generators (Gensets)					
1.12	35	Routine 50hr service of RV Observer (job location: Port of Port Elizabeth) gensets	Per service for both gensets		
1.13	17	Routine 100hr service of RV Observer (job location: Port of Port Elizabeth) gensets	Per service for both gensets		
1.14	5	Routine 200hr service of RV Observer (job location: Port of Port Elizabeth) gensets	Per service for both gensets		
1.15	4	Routine 400hr service of RV Observer (job location: Port of Port Elizabeth) gensets	Per service for both gensets		

No.	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE Incl. VAT	TOTAL PRICE Incl. VAT
1.16	3	Routine 500hr service of RV Observer (job location: Port of Port Elizabeth) gensets	Per service for both gensets		
1.17	2	Routine 800hr service of RV Observer (job location: Port of Port Elizabeth) gensets	Per service for both gensets		
1.18	2	Routine 1500hr service of RV Observer (job location: Port of Port Elizabeth) gensets	Per service for both gensets		
1.19	2	Routine 3000hr service of RV Observer (job location: Port of Port Elizabeth) gensets	Per service for both gensets		
General routine maintenance					
1.20	5	6 Monthly dry docking and service of RV Observer (job location: Port of Port Elizabeth)	Per job		
1.21	5	Routine annual dry docking of RV Observer (job location: Port of Port Elizabeth)	Per job		
1.22	5	Painting aft-deck (5m x 5m) of RV Observer with sand grit paint (grey) – quote and work to include surface preparation, priming and painting, including labour (Jjb location: Port of Port Elizabeth)	Per job		
1.23	1	Baseline haulage (out/in) costs for RV Observer for 5 days out of water; no additional work (job location: Port of Port Elizabeth)	Per job		
Baseline fees					
1.24	Rate only	Job supervision fees for RV Observer (Job Location: Port of Port Elizabeth)	Per hour		
1.25	Rate only	Certified aluminium welder (labour) – During work hours - for RV Observer (job location: Port of Port Elizabeth)	Per hour		
1.26	Rate only	On-site daily retaining rate during delay periods where work is on hold (non-workdays where technicians remain on site waiting for parts) for the certified aluminium welder (labour) for RV Observer (job location: Port of Port Elizabeth), if applicable	Per hour		
1.27	Rate only	Certified electrician (labour) – During work hours – for RV Observer (job location: Port of Port Elizabeth), if applicable	Per hour		
1.28	Rate only	On-site daily retaining rate during delay periods where work is on hold (non-workdays where technicians remain on site waiting for parts) for the certified electrician (labour) for RV Observer (job location: Port of Port Elizabeth) , if applicable	Per hour		

No.	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE Incl. VAT	TOTAL PRICE Incl. VAT
1.29	Rate only	Certified engine technician (Iveco) – for RV Observer (job location: Port of Port Elizabeth)	Per hour		
1.30	Rate only	On-site daily retaining rate during delay periods where work is on hold (non-workdays where technicians remain on site waiting for parts) for the Certified Engine technician (Iveco) – for RV Observer (job location: Port of Port Elizabeth), if applicable	Per hour		
1.31	Rate only	Certified Hamilton jet technician – for RV Observer (job location: Port of Port Elizabeth)	Per hour		
1.32	Rate only	On-site daily retaining rate during delay periods where work is on hold (non-workdays where technicians remain on site waiting for parts) for the Certified Hamilton jet technician – for RV Observer (job location: Port of Port Elizabeth), if applicable	Per hour		
RV Phakisa – Work based in Durban at the Port of Durban (Point Yacht Club)					
Port and Starboard Engines					
1.33	5	Routine 300hr service of RV Phakisa (job location: Port of Durban) engines	Per service for both engines		
1.34	5	Routine 600hr service of RV Phakisa (job location: Port of Durban) engines	Per service for both engines		
1.35	4	Routine 900hr service of RV Phakisa (job location: Port of Durban) engines	Per service for both engines		
1.36	4	Routine 1200hr service of RV Phakisa (job location: Port of Durban) engines	Per service for both engines		
Port and Starboard Gearboxes					
1.37	35	Routine 100hr service of RV Phakisa (job location: Port of Durban) gearboxes	Per service for both gearboxes		
1.38	3	Routine 1000hr service of RV Phakisa (job location: Port of Durban) gearboxes	Per service for both gearboxes		
1.39	2	Routine 2000hr service of RV Phakisa (job location: Port of Durban) gearboxes	Per service for both gearboxes		
Port and Starboard Hamilton Jet Engines					
1.40	35	Routine 100hr service of RV Phakisa (job location: Port of Durban) jets	Per service for both jets		
1.41	3	Routine 1000hr service of RV Phakisa (job location: Port of Durban) jets	Per service for both jets		
1.42	2	Routine 2000hr service of RV Phakisa (job location: Port of Durban) jets	Per service for both jets		

No.	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE Incl. VAT	TOTAL PRICE Incl. VAT
1.43	1	Routine 6000hr service of RV Phakisa (job location: Port of Durban) jets	Per service for both jets		
Port and Starboard Generators (Gensets)					
1.44	35	Routine 50hr service of RV Phakisa (job location: Port of Durban) gensets	Per service for both gensets		
1.45	17	Routine 100hr service of RV Phakisa (job location: Port of Durban) gensets	Per service for both gensets		
1.46	5	Routine 200hr service of RV Phakisa (job location: Port of Durban) gensets	Per service for both gensets		
1.47	4	Routine 400hr service of RV Phakisa (job location: Port of Durban) gensets	Per service for both gensets		
1.48	3	Routine 500hr service of RV Phakisa (job location: Port of Durban) gensets	Per service for both gensets		
1.49	2	Routine 800hr service of RV Phakisa (job location: Port of Durban) gensets	Per service for both gensets		
1.50	2	Routine 1500hr service of RV Phakisa (job location: Port of Durban) gensets	Per service for both gensets		
1.51	2	Routine 3000hr service of RV Phakisa (job location: Port of Durban) gensets	Per service for both gensets		
General routine maintenance					
1.52	5	6 monthly dry docking and service of RV Phakisa (job location: Port of Durban)	Per job		
1.53	5	Routine annual dry docking of RV Phakisa (job location: Port of Durban)	Per job		
1.54	5	Painting aft-deck (5m x 5m) of RV Phakisa with sand grit paint (grey) – quote and work to include surface preparation, priming and painting, including labour (job location: Port of Durban)	Per job		
1.55	1	Baseline haulage (out/in) costs for RV Phakisa for 5 days out of water; no additional work (job location: Port of Durban)	Per job		
Baseline fees					
1.56	Rate only	Job supervision fees for RV Phakisa (job location: Port of Durban)	Per hour		
1.57	Rate only	Certified aluminium welder (labour) – During work hours - for RV Phakisa (job location: Port of Durban)	Per hour		
1.58	Rate only	On-site daily retaining rate during delay periods where work is on hold (non-workdays where technicians remain on site waiting for parts) for	Per hour		

No.	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE Incl. VAT	TOTAL PRICE Incl. VAT
		the certified aluminium welder (labour) for RV Phakisa (job location: Port of Durban), if applicable			
1.59	Rate only	Certified electrician (labour) – During work hours – for RV Phakisa (job location: Port of Durban)	Per hour		
1.60	Rate only	On-site daily retaining rate during delay periods where work is on hold (non-workdays where technicians remain on site waiting for parts) for the Certified Electrician (labour) for RV Phakisa (job location: Port of Durban), if applicable	Per hour		
1.61	Rate only	Certified engine technician (Iveco) – for RV Phakisa (job location: Port of Durban)	Per hour		
1.62	Rate only	On-site daily retaining rate during delay periods where work is on hold (non-workdays where technicians remain on site waiting for parts) for the Certified Engine technician (Iveco) – for RV Phakisa (job location: Port of Durban), if applicable	Per hour		
1.63	Rate only	Certified Hamilton jet technician – for RV Phakisa (job location: Port of Durban)	Per hour		
1.64	Rate only	On-site daily retaining rate during delay periods where work is on hold (non-workdays where technicians remain on site waiting for parts) for the Certified Hamilton jet technician – for RV Phakisa (job location: Port of Durban), if applicable	Per hour		
Section 2: Quotation on the purchase of new components including installation and testing (See A7.2. SECTION 2: REPLACEMENT OF COMPONENTS BASED ON THE OEM AND VESSEL REQUIREMENTS on page 53)					
2.1.1	2	Removal of existing Cursor 9 Harnesses from RV Observer in Port Elizabeth	Per harness		
2.1.2	2	Procurement of new Cursor 9 Harnesses	Per harness		
2.1.3	2	Fitment and testing of new Cursor 9 Harnesses on RV Observer in Port Elizabeth	Per harness		
2.2.1	2	Removal of existing IB Iveco 67 NEF 450 Harnesses from RV Phakisa in Durban	Per harness		
2.2.2	2	Procurement of new IB Iveco 67 NEF 450 Harnesses	Per harness		
2.2.3	2	Fitment and testing of new IB Iveco 67 NEF 450 Harnesses on RV Phakisa in Durban	Per harness		

No.	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE Incl. VAT	TOTAL PRICE Incl. VAT
2.3.1	2	Removal of existing Vetus Harnesses from RV Phakisa in Durban	Per harness		
2.3.2	2	Procurement of new Vetus Harnesses	Per harness		
2.3.3	2	Fitment and testing of new Vetus Harnesses on RV Phakisa in Durban	Per harness		
2.4.1	2	Removal of existing Fischer Panda Harnesses from RV Observer in Port Elizabeth	Per harness		
2.4.2	2	Procurement of new Fischer Panda Harnesses	Per harness		
2.4.3	2	Fitment and testing of new Fischer Panda Harnesses on RV Observer in Port Elizabeth	Per harness		
2.5.1	2	Removal of existing Gensets on RV Observer in Port Elizabeth	Per Genset		
2.5.2	2	Procurement of new Vetus 14kVA single phase 230 V Genset (SKU: GLX14SIC)	Per Genset		
2.5.3	2	Fitment and testing of new Vetus 14kVA single phase 230 V Genset on RV Observer in Port Elizabeth	Per Genset		
2.6.1	2	Removal of existing Genset on RV Phakisa in Durban	Per Genset		
2.6.2	2	Procurement of new Vetus 14kVA single phase 230 V Genset (SKU: GLX14SIC)	Per Genset		
2.6.3	2	Fitment and testing of new Vetus 14kVA single phase 230 V Genset on RV Phakisa in Durban	Per Genset		
2.7.1	2	Removal of existing Main engines on RV Phakisa in Durban	Per engine		
2.7.2	2	Procurement of new IB Iveco 67 NEF 450 Main engines	Per engine		
2.7.3	2	Fitment and testing of new IB Iveco 67 NEF 450 Main engines on RV Phakisa in Durban	Per engine		
2.8.1	1	Replace entire 24V and 12V supply/feeding cables to main engines, gensets and inverters on RV Phakisa in Durban	Per vessel		
2.8.2	1	Replace entire 24V and 12V supply/feeding cables to main engines, gensets and inverters on RV Observer in Port Elizabeth	Per vessel		
Section 3: Provisional sum for unplanned work, the nature of which cannot be determined in advance					
3.1.	1	Estimate provisional sum for unplanned repairs and inflation and exchange rate related price adjustments on both RV Observer and RV Phakisa	Contract period	R 5 000 000	R 5 000 000
Total Price is determined by multiplying quantity by unit price for all line items					

No.	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE Incl. VAT	TOTAL PRICE Incl. VAT
TOTAL ESTIMATED CONTRACT VALUE OF ABOVE Incl VAT				R	

OFFER AND SUBMISSION DECLARATION

I/we, the undersigned, who is/are duly authorised to do so on behalf of the bidder, certify

1. I/we are aware that failure to provide evidence or to comply with any of the above particulars in this document renders my offer/response invalid.
2. That declarations made in this document are true.
3. The information furnished is true and correct.
4. The bidder qualifies for the preference/targeted procurement points claimed and supported by verification certificates in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000.
5. In the event of a contract being awarded as a result of the claimed preference points and claimed objective grounds, the bidder may be required to furnish documentary proof to the satisfaction of the NRF that the claims are correct;
6. If any of the eligibility, target procurement preference points, and/or objective grounds are claimed or obtained on a fraudulent basis or cannot fulfil any of the conditions of this contract, the NRF may, in addition to any other remedy the contracting entity may have –
 - a. Disqualify the service provider from the bidding 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 bidder or service provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.
 - e. Forward the matter for criminal prosecution.
7. I/We undertake to supply all or any of the goods, works, and services described in this invitation to the NRF in accordance with the requirements and specifications stipulated in this document at the price/s quoted.
8. I/We confirm satisfying ourselves as to the correctness and validity of my offer/bid in response to this Invitation.
9. I/We confirm satisfying ourselves as to covering all my/our obligations.
10. I/we accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.
11. My/our offer remains binding upon me/us and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of this Invitation.
12. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us in terms of this Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me/us.
13. I/we declare that during the bidding period I/we did not have access to any of the NRF's proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

14. I/we certify that the information furnished in the declarations within the document (SBD 1 (Service provider's detail), SBD 3 (Price offer), SBD 4, SBD 6.1 (Procurement preference claim), SBD 6.2 (Local content if applicable)) is correct and I/we accept that the NRF may reject this offer/response or act against me/us should these declarations prove to be false.

15. I/we confirm that I/we am/are duly authorised to sign this offer/response.

NAME (PRINT)

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH SIGNING THIS DOCUMENT (Proof of authority must be submitted e.g. company resolution)

Official Stamp

WITNESS 1

NAME

SIGNATURE

WITNESS 2

NAME

SIGNATURE