

# **Invitation to Quote**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS LISTED IN THIS DOCUMENT

Quote Number NRF/SAIAB 44-2025

# SHORT DESCRIPTION OF REQUIREMENT

Appointment of a panel of service providers to act as Marine Skippers/Relief Skippers on NRF-SAIABs coastal vessels for a period of five (5) years.

# **INVITATION TO QUOTE (SBD 1A)**

| Quote Number                               | NRF/SAIAB 44-2025        |
|--|--------------------------|
| Closing Date and Time (as per NRF systems) | 13 January 2025 at 11H00 |

# HIGH LEVEL SUMMARY OF REQUIREMENTS

The South African Institute for Aquatic Biodiversity (NRF-SAIAB) is looking to appoint a panel of service providers to act as Marine Skippers/Relief Skippers on the NRF-SAIABs coastal vessels for a period of five (5) years.

The service provider(s) will be expected to assist with pre-trip planning, mobilising/demobilising of vessels, the maintenance and cleaning of the vessel during and post trip, navigation, skippering, watch keeping, maintaining professional stakeholder engagement when on a trip and other duties relevant to marine research operations.

NRF-SAIABs coastal crafts operate out of Sodwana Bay, Richards Bay, Durban, Port St Johns, Mdumbi, Kei Mouth, East London, Port Alfred, Gqeberha, Port St Francis and Cape Town.

### **RESPONSE DOCUMENTS ARE DELIVERED TO:**

#### EMAIL DELIVERY AS FOLLOWS:

Quotations are to be submitted by email before the closing date and time to: bids@saiab.nrf.ac.za

ONLY PDF DOCUMENTS ARE ACCEPTABLE

| Bidding procedur writing to: | e enquiries may be directed in | Technical information may be directed in writing to: |                           |  |
|------------------------------|--------------------------------|--|---------------------------|--|
| Section                      | SCM                            | Section  | Marine Platforms          |  |
| Contact person               | Nkosi Khuzwayo                 | Contact person                                       | Anthony Bernard           |  |
| E-mail address               | nc.khuzwayo@saiab.nrf.ac.za    | E-mail address                                       | a.bernard@saiab.nrf.ac.za |  |

| SUPPLIER INFORMATION        |  |                       |          |           |              |             |   |                      |            |                     |
|-----------------------------|--|-----------------------|----------|-----------|--------------|-------------|---|----------------------|------------|---------------------|
| Name Of Bio                 | dder   |                       |          |           |              |             |   |                      |            |                     |
|                             |  |                       |          |           |              |             |   |                      |            |                     |
| Postal Addre                | ess  |                       |          |           |              |             |   |                      |            |                     |
|                             |  |                       |          |           |              |             |   |                      |            |                     |
| Street Addre                | ess  |                       |          |           |              |             |   |                      |            |                     |
| <b>.</b>                    |  |                       |          |           |              |             |   |                      |            |                     |
| Telephone N                 | lumber   | NI                    |          |           |              |             |   |                      |            |                     |
| Code                        |  | INU                   | umber    |           |              |             |   |                      |            |                     |
| Cell Phone N                | Number   | NI                    | umber    |           |              |             |   |                      |            |                     |
| Facsimile N                 | umbor  |                       | unnbei   |           |              |             |   |                      |            |                     |
| Code                        | umper  | Ni                    | umber    |           |              |             |   |                      |            |                     |
| E-Mail Addre                | 000  | INU                   | unnbei   |           |              |             |   |                      |            |                     |
|                             | 533  |                       |          |           |              |             |   |                      |            |                     |
| VAT Registr                 | ation Nu   | mber                  |          |           |              |             |   |                      |            |                     |
|                             |  |                       |          |           |              |             |   |                      |            |                     |
| Tax Complia<br>Status       | ance   | Tax Comp<br>System Pl |          |           |              | OR          | Central Supplier<br>Database No.                | MAAA                 |            |                     |
| B-BBEE Stat                 | tus Leve   | I                     | Tic      | k Applic  | able Box.    |             | B-BBEE Status Level                             | Tick Applicable Box. |            |                     |
| Verification                | Certifica  | te                    |          | Yes       | No           |             | Sworn Affidavit                                 |                      | res 🗖      | No                  |
| [A B-BBEE s                 |  |                       |          | rtificate | e/ sworn af  | fidavit     | (for EMEs & QSEs) must                          | be sul               | bmitted i  | in order to qualify |
| Are you the representati    |  |                       | _        |           | res 🖵 No     |             | re you a foreign-based<br>upplier for the       |                      |            | Yes 🗖 No            |
| the goods /s                |  |                       |          | lf yes e  | enclose proc | of g        | oods/services/ works                            |                      | lf y       | es, answer the      |
|                             |  |                       |          |           |              |             | ffered?   |                      | ques       | tionnaire below     |
|                             |  |                       |          |           |              |             | G FOREIGN SUPPLIERS                             |                      |            |                     |
| Is the entity               | a reside   | nt of the Rep         | oublic o | f South   | Africa (RSA  | <b>\)</b> ? |   |                      |            | □Yes □No            |
| Does the er                 | Does the entity have a branch in the RSA?                  |                       |          |           |              | □Yes □No    |   |                      |            |                     |
| Does the er                 | Does the entity have a permanent establishment in the RSA? |                       |          |           |              | □Yes □No    |   |                      |            |                     |
| Does the er                 | Does the entity have any source of income in the RSA?      |                       |          |           |              | □Yes □No    |   |                      |            |                     |
| Is the entity               | Is the entity liable in the RSA for any form of taxation?  |                       |          |           |              | □Yes □No    |   |                      |            |                     |
| If the answer the South Afr |  |                       |          |           | •            |             | t to register for a tax compli<br>er 2.3 below. | iance s              | status sys | stem pin code from  |

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#### TERMS AND CONDITIONS FOR BIDDING (SBD 1B) **BID SUBMISSION:** 1. 1.1 Bids must be submitted by the stipulated time to the correct email address. Late bids will not be accepted for consideration. 1.2 All bids must be submitted on the official forms provided or in the manner prescribed in the bid document. 1.3 This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions Of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements. The successful bidder will be required to fill in and sign a written contract form (SBD7). 1.4 2. TAX COMPLIANCE REQUIREMENTS 2.1 Bidders must ensure compliance with their tax obligations. 2.2 Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website 2.3 www.sars.gov.za. Bidders may also submit a printed TCS certificate together with the bid. 2.4 2.5 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number. 2.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided. No bids will be considered from persons in the service of the state, companies with directors who are persons in the 2.7 service of the state, or close corporations with members persons in the service of the state. 3. VALIDITY PERIOD FROM DATE OF CLOSURE 60 days 4. **BRIEFING SESSION OR SITE VISIT DETAILS** Attendance: Not applicable Date and Time: Not applicable Venue: Not applicable Address: Not applicable **Contact Person:** Not applicable 5. THE BIDDING SELECTION PROCESS Stage 1 – Compliance to submission requirements Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document. Stage 2 – Evaluation of Bids against Technical Specifications Bidders achieving the minimum threshold in the specification to enter the Price/Preference scoring stage: Stage 2A – Evaluation of Bids against Specifications including Quality The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria set out in this document. Stage 2B - Due Diligence Interviews or Proof of Delivery/Concept against Specifications Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further

| <b>TERMS AND CONDITIONS FOR BIDDING (SBD 1B)</b>  |
|---|
| information or provide further proof to the evaluation committee. In these cases, the National Research Foundation provides the areas of concern to the short listed bidders to address in their presentations with this document and, where necessary, may provide further areas of concern to the short listed bidders at this stage.   |
| Stage 2C – Due Diligence Research   |
| The National Research Foundation confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s).   |
| Stage 3 – Price/Preference Evaluation   |
| Basis of fair competition:  |
| The NRF compares each bidder's pricing proposal on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements including the application of fair pricing tests as set out below in the section "Insufficiency of Funds".   |
| Ranking of the bidders pricing:   |
| The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.   |
| Stage 4 – Checking Tax Compliance   |
| Stage 4A – Taxpayers Resident in South Africa   |
| The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant<br>and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance<br>status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver<br>such written evidence of compliance results in the rejection of that recommended bid. |
| Stage 4B – Non-Resident Foreign Bidders   |
| Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder's completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, Stage 4A applies in clearing the reason for not receiving the letter.                          |
| Stage 5 – Award and Contract Signing  |
| The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.  |
| 6. ACKNOWLEDGEMENT OF READING EACH PAGE   |
| The bidder warrants by signature in this document that the bidder has read and accepts each page.   |
| 7. CENTRAL SUPPLIER DATABASE REGISTRATION   |
| Bidders are requested to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.  |
| 8. CLARIFICATION  |
| If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation does not provide the origin of the request to any party.  |
| 9. RESPONSE PREPARATION COSTS   |
| The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site   |
| presentations.  |
| 10. COLLUSION, FRAUD AND CORRUPTION   |
|   |

Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

### 11. FRONTING

The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

### 12. DISCLAIMERS

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. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

### 13. CANCELLATION OF THE QUOTATION PRIOR TO AWARD

**Procurement not required:** The NRF cancels the Bid Invitation prior to making an award if due to changed circumstances there is no need for the specified procurement in the document.

<u>No Acceptable Quotations</u>: The NRF cancels the Quotation Invitation prior to making an award if it receives no acceptable bids i.e. that do not meet the minimum requirements set out in this document.

Invalid Bid Procedure: The NRF cancels the Quotation Invitation prior to making an award if a material irregularity occurred in the bid process.

<u>Insufficiency of Funds at date of Award</u>: The NRF cancels the Quotation Invitation prior to making an award if the funds are no longer available to cover the total estimated contract value at the date of the evaluation.

<u>Quoted Prices are within a fair price range</u>: The NRF cancels the Quotation Invitation where the offered price is defective as being too low or too high to the identified fair price range. The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the offer price. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation and no other component. The NRF starts negotiation with the winning bidder or, where that bidder refuses negotiation, with the next ranked bidder in the price/preference ranking until a market related price is achieved.

# SBD 1 SIGNATURE

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

SIGNATURE OF BIDDER:

### CAPACITY UNDER WHICH THIS BID IS SIGNED

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

DATE:

### **SCOPE OF WORK**

### INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation ("NRF") as the juristic person that makes this bid invitation and will contract with the awarded bidder. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.

The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

The **South African Institute for Aquatic Biodiversity (NRF-SAIAB)**, based in Makhanda formerly known as Grahamstown, Eastern Cape, is a **National Research Facility of the National Research Foundation**, a public entity, established in terms of the National Research Foundation Act No. 23 of 1998. SAIAB is an internationally recognised centre for the study of aquatic biodiversity.

### **CONTEXT OF THIS PROCUREMENT**

The South African Institute for Aquatic Biodiversity (NRF-SAIAB) is looking for a panel of service providers to act as Skippers/Relief Skippers on NRF-SAIABs coastal vessels and estuary/inland water vessels. The Skipper/s will be called upon on occasions where (1) SAMSA regulations stipulate that a Relief Skipper is required due to the nature of a project, (2) when the primary NRF-SAIAB Skipper is not able to undertake the trip or (3) when the nature of a project requires assistance doing duties that cannot be safely achieved without assistance. The service provider will be expected to assist with pre-trip planning, mobbing and demobbing of vessels, the cleaning of the vessel during and post trip, navigation, skippering, watch keeping, maintaining professional stakeholder engagement when on a trip and other duties relevant to marine research operations. All Skippers will be expected to be physically able to carry out their duties for extended periods and will further be expected to be able to bend and stoop and assist with the carrying of heavy loads and manual labour. Work duration will range from single day trip to multiple week trips in isolated locations.

NRF-SAIABs coastal crafts operate out of Sodwana Bay, Richards Bay, Durban, Mdumbi, Kei Mouth, East London, Port Alfred, Gqeberha, Port St Francis and Cape Town. NRF-SAIABs under 9m RIB operates from any suitable launch site within South Africa and neighbouring counties. NRF-SAIAB has four (4) coastal crafts:

| Name        | Make             | Туре   | Size  | Home port         | Minimum qualifications   |
|-------------|------------------|--|-------|-------------------|--|
| RV Observer | Legacy<br>Marine | Aluminium cat<br>within inboard<br>jet engines | 15.75 | Port<br>Elizabeth | • Coastal Skipper ≥9m  |
| Phakisa     | Legacy<br>Marine | Aluminium cat<br>within inboard<br>jet engines | 14.5  | Durban            | • Coastal Skipper ≥9m  |
| uKwabelana  | Lee Cat          | Fibreglass cat<br>with<br>outboards            | 13    | Durban            | • Coastal Skipper ≥9m  |
| Hispidus    | Stingray         | RHIB with<br>outboards                         | 8.5   | NA                | <ul> <li>Day Skipper ≤9m or OR Coastal Skipper</li> <li>9m</li> <li>EB, or equivalent, trailer towing license</li> <li>SCUBA endorsement</li> <li>Surf-launch endorsement</li> </ul> |

Three vessels (Names: Observer, Phakisa, uKwabelana) that operate from ports and are registered as SAMSA category B over 9 meters (Min service provider requirements = Coastal Skipper ≥9m). One vessel (Name: Hispidus) that is registered as a SAMSA category B vessel under 9 meters and operates off beaches, out of river mouths, small boat harbours and ports (Min

service provider requirements = Day Skipper  $\leq$ 9m or  $\geq$ 9m OR Coastal Skipper <9m (Cat B Day and Night operations)). For the Category B under 9m vessel, the appointed service provider must hold a valid EB drivers licence, or equivalent that allows them to tow a trailer up to 3.5 tons, in order for them to be able to tow the vessel to location. For the Category B under 9m vessel, the services provider's skippers ticket is also expected to be SCUBA and Surf launch endorsed. It is expected that the service providers applying hold the relevant certificates to be able to operate these vessels without supervision. The service providers are expected to have >5 years of active skippering experience, and experience skippering for marine research and launching through the surf (applicable to Category B vessel under 9m), through river mouths at the below listed sites.

- Natal North and South Coast
- Eastern Cape, Wild Coast
- South Africa South Coast

The services will be required for a period of five (5) years. No amount of sales is guaranteed and the selection process will be based on project specific experience and skippering requirements.

### CONTRACT PERIOD

The contract period for this bid contract is five (5) years.

### **DETAILED SPECIFICATION**

- I. Pre- and Post-trip vessel preparations.
- II. Skippering for research activities in accordance with institutional SOPs.
- III. Relief skippering.
- IV. Watch keeping.
  - a. Including during SCUBA diving operations.
- V. Surf launching (on category B under 9m vessel) and associated beach operations.
- VI. Cleaning of vessels during and after trips.
- VII. Mobbing and de-mobbing of vessels.
- VIII. Professional engagement with stakeholders/researchers and students when on a trip.
- IX. Deck operations including anchoring, winch/davit operation.
- X. Maintaining high regard for safety on board.
- XI. EB Drivers licence with experience towing large boats on and off road.
- XII. Vessel maintenance and troubleshooting during field trips.
- XIII. The duties are not limited to the above mentioned and can change according to the nature of a project.

#### Work and time management

The service supplier is expected to keep a time sheet that includes time spent on the vessel pre- and post-trip as well as time spent on the vessel during a trip. The time sheet is to be approved by a NRF-SAIAB representative and it is to be signed off by the service provider and by a NRF-SAIAB representative once the trip has been completed. For the under 9m Cat B vessel, the skipper may be required to be on site at remote locations for up to 5 weeks during which time the vessel will go to sea

when the weather allows or the project requires. On the non-seagoing days, the Skipper may be required to assist with general vessel maintenance and other project logistics. In these situations, NRF-SAIAB anticipates paying a general day rate, on top of which vessel skippering rates will be added. The Skipper will be required to maintain a detailed daily log of activities. A job card will also be completed by the service provider and a NRF-SAIAB representative after every trip that will highlight the performance of the service supplier following every trip. The accumulated job cards will be used for annual contract performance reviews.

On completion of a job the service provider is to invoice NRF-SAIAB and must attach both the signed time sheet and job card to the invoice.

### Health and Safety Requirements

The contracted supplier shall be solely responsible for the safety and well-being of its employees (where relevant) in accordance with the Occupational Health & Safety Act (OHS Act 85 of 1993).

Ensure that all work performed and/or all equipment used on site are in compliance with the Occupational Health and Safety Act No. 85 or 1993 and any regulations promulgated in terms of this Act.

Where applicable South African Maritime Safety Authority and Transnet National Ports Authority regulations are to be met. Legislative compliance is not for the responsibility of NRF-SAIAB but for the service provider. NRF-SAIAB can at any stage request that the service provider supplies them documentation that shows that the service provider is operating within SAMSA regulations. This is inclusive of but not limited to Seafarers medicals, eye sight tests and proof of valid/in date STCW courses.

### **Additional Requirements:**

#### Professionalism:

- Timely (within 48 hours) and reasonable response to communication with SAIAB
- Meet expectations for skippering requirements of contracted project.
- Adherence to confidentiality clauses (refer to point 'd' below)
- Adherence to standard operating procedures for vessels, research equipment and OHS.
- SAMSA certification in date
- Respectful interactions with NRF-SAIAB staff, research teams and students

#### Competency as a Research Skipper:

- Able to safely operate SAIAB vessels, within SAIABs and SAMSAs regulations
- Able to safely carryout research activities to ensure project success

#### Additional support:

- Willingness to provide assistance required to support project logistics
- Willingness to proactively work on maintenance required for research vessels and research equipment

|   | SETS OF QUOTATION DOCUMENTS REQUIRED   |             |                      |                          |                                   |  |
|---|--|-------------|----------------------|--------------------------|-----------------------------------|--|
| Number of   | f ORIGINAL bid documents for contract signing  |             | 1                    |                          |                                   |  |
| legal bid do<br>set is reque  | ust submit the above number of documents to SAIAB<br>ocument and, upon award and signature, the legal con-<br>ested, this remains with the NRF). The bidders attach<br>to these original sets of bid documents   | ract docume | ent between the bid  | lder and the NRF         | . (Where only one                 |  |
|   | RETURNABLE DOC   | UMENTS      | REQUIRED             |                          |                                   |  |
|   | is to complete this table and to supply the necessary p<br>tely meet the below requirements may be disqualif   | •           | ces to the supportir | ng documentation         | n. <b>A bidder failing</b>        |  |
| Legislative   | e/Technical Documents  |             | Compliance           | e                        |                                   |  |
|   | (M – Mandatory); (O – Optional)  |             | Submitted            | Bid Section<br>Reference | Reference to<br>Bidder's document |  |
| Bidder Elig   |  |             |                      |                          |                                   |  |
|   | ent Invitation (SBD 1), signed and completed.  | М           | 🗅 Yes 🗅 No           | Page3                    |                                   |  |
|   | closure (SBD 4), signed and completed.   | M           | 🖵 Yes 🖵 No           | Page20                   |                                   |  |
| Preference  | e Points Claimed (SBD 6.1), signed and completed.  | М           | 🗆 Yes 🖵 No           | Page23                   |                                   |  |
| legal skipp<br><u>SAMSA Do</u><br>1. Vi<br>2. Vi<br>3. Vi<br>4. SI<br>5. S/<br>6. D<br>(C | pper: The Bidder must provide proof of being a<br>per.<br><u>ocuments required as proof:</u><br>alid and in date seafarers medical certificate<br>alid and in date eye sight test certificate<br>alid/ in date STCW safety training certificate<br>RC radio certificate<br>AMSA coastal skippers > or = to 9m (if applying<br>or over 9m coastal craft services)<br>ay Skipper ≤9m or ≥9m OR Coastal Skipper <9m<br>Cat B Day and Night operations)) (if applying for<br>nder 9m coastal craft services) | м           | 🗆 Yes 🗔 No           |                          |                                   |  |
| have a mi<br><u>Proof:</u><br>1. Pi<br>m<br>ex  | of Skippering Experience: The Bidder must<br>inimum of 5 years' active skippering experience<br>rovide a detailed CV that directly indicates 5 or<br>nore year's active skippering experience and<br>xpertise.<br>kippering Logbook  | м           | 🗆 Yes 🗔 No           |                          |                                   |  |

| (M – Mandato  | ry); (O – Optional)   |                       |        | Submitted |        | Bid Section<br>Reference | Reference to<br>Bidder's document |
|---|---|-----------------------|--------|-----------|--------|--------------------------|-----------------------------------|
| <b>Research Experience:</b> The E<br>of experience as a research<br>experience for launching fro<br>around South Africa.  | skipper and evidence  | e of                  |        |           |        |                          |                                   |
| If you are applying for the <9m vessel  |   |                       | М      | 🗆 Yes     | 🗆 No   |                          |                                   |
| <u>Proof:</u><br>1. CV<br>2. Skippering Logbook   | :   |                       |        |           |        |                          |                                   |
| Vessel Towing licence: If the<br>under 9m vessel the Bidder<br>have the ability to tow large  | must be able to drive   | e and                 |        |           |        |                          |                                   |
| Proof:<br>1. EB Drivers licence o<br>to tow up to 3500kg  | •   | ws you                | Μ      | □ Yes     | 🗆 No   |                          |                                   |
| The Bidder to INDICATE WH   | IICH VESSEL(S) YOU A  | RE BIDDING            | G FOR: |           |        |                          |                                   |
|   | Observer<br>(> 9 m, PLZ)  | Yes                   | 1      | No        |        |                          |                                   |
|   | Phakisa<br>(> 9 m, DUR)   | Yes                   | 1      | No        |        |                          |                                   |
|   | uKwabelana<br>(> 9 m, DUR)  | Yes                   | No     |           |        |                          |                                   |
|   | Hispidus<br>(< 9m, GHT)   | Yes                   |        | No        |        |                          |                                   |
| Due diligence of Eligibility<br>Three (3) written references wi<br>customers for whom the bidder<br>last thirty-six months. MUST in<br>line item of "above satisfactory"<br>use the supplier's services aga | has completed work w<br>dicate a minimum stanc<br>or higher and that they | ithin the<br>lard per | М      | □ Yes     | s 🗅 No | Page27-30                |                                   |
| Price Offered Documents   |   |                       |        |           | Co     | mpliance                 |                                   |
| Pricing (SBD 3) in this docume  | ent to be completed.  |                       | М      | 🗅 Yes     | s 🗆 No | Page15                   |                                   |

|   | ELIGIBILITY (  |                                  | (GO/NO-GO)                           |                                |
|---|--|----------------------------------|--------------------------------------|--------------------------------|
|   | Selection Element  | Meet<br>Specification<br>Minimum | Bid Section Reference                | Reference to Bidder's document |
| 1 | Fully completed Procurement Invitation<br>(SBD 1) including all documents in the<br>Bidder Eligibility section, and signed Bid<br>Submission Certificate form. | U YES U NO                       | Page3<br>Page20<br>Page23<br>Page 32 |                                |

|   | Selection Element  | Meet<br>Specification<br>Minimum | Bid Section Reference | Reference to Bidder's document |
|---|--|----------------------------------|-----------------------|--------------------------------|
| 2 | <ul> <li>Legal Skipper: The Bidder must provide<br/>proof of being a legal skipper.</li> <li><u>SAMSA Documents required as proof:</u> <ol> <li>Valid and in date seafarers medical<br/>certificate</li> <li>Valid and in date eye sight test<br/>certificate</li> <li>Valid/ in date STCW safety training<br/>certificate</li> <li>SRC radio certificate</li> <li>SAMSA coastal skippers &gt; or = to<br/>9m (if applying for over 9m coastal<br/>craft services)</li> <li>Day Skipper ≤9m or ≥9m OR<br/>Coastal Skipper &lt;9m (Cat B Day</li> </ol> </li> </ul> | □ YES □ NO                       |                       |                                |
|   | and Night operations)) (if applying for under 9m coastal craft services)   |                                  |                       |                                |
| 3 | ≥ 5 year of Skippering Experience: The<br>Bidder must have a minimum of 5 years'<br>active skippering experience   | YES NO                           |                       |                                |
|   | <ul> <li>Proof:</li> <li>1. Provide a detailed CV that directly indicates 5 or more year's active skippering experience and expertise.</li> <li>2. Skippering Logbook</li> </ul>   |                                  |                       |                                |
| 4 | Research Experience: The Bidder mustprovide evidence of experience as aresearch skipper and evidence ofexperience for launching from differentlaunch sites, including surf and river mouthlaunches, around South Africa.Proof:1. CV2. Skippering Logbook   | □ YES □ NO                       |                       |                                |
| 5 | Vessel Towing licence:       If the Bidder is         bidding for the under 9m vessel the Bidder         must be able to drive and have the ability         to tow large boats on and off road.         Proof:         1.       EB Drivers licence or equivalent         that allows you to tow up to         3500kg.  | YES NO                           |                       |                                |

|   | Selection Element  | Meet<br>Specification<br>Minimum | Bid Section Reference | Reference to Bidder's<br>document |
|---|--|----------------------------------|-----------------------|-----------------------------------|
| 6 | Evaluation of references demonstrates that<br>the reference letters meet the minimum<br>threshold of "Meets requirements" against<br>the risk areas listed in the reference letter<br>template | 🗆 YES 🗆 NO                       | Page27-30             |                                   |

|               | SBD 3.1: PRICING DETAIL  |
|---------------|--|
| <u>Pricir</u> | ng Special Conditions  |
| 1             | <b>Pricing Schedule:</b> In terms of <u>General Conditions of contract clause 17.1</u> , the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below:   |
| 2             | Firm Quantities over the Contract Period: The NRF states what firm quantities are required during the current period. The NRF determines the time of delivery during the contract period.  |
| 3             | <b>Estimated quantities over the Contract Period:</b> The NRF may require further quantities during the current contract period for the reason of future operational requirements where the quantities and timing are not yet known at the date of bid.  |
| 4             | <b><u>Ceiling Price Calculation</u></b> : For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing during the contract period for bidders to establish their pricing.   |
| 5             | <b>Commitment to Contracted Service Provider:</b> The NRF does not provide guarantees or commitments that it will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only. The NRF, when issuing the written purchase order, guarantees that the funding is available . and/or with the actual quantity and time of delivery being determined when such quantities are needed |
| 6             | <b>Commitment of funding to the Contract:</b> The NRF, when issuing the written purchase order under the contract, guarantees that the funding is available for that purchase order.   |
| 7             | Placement of written purchase orders for actual quantities ordered: The NRF manages the execution of this contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the unit price as set out in this contract - for the contracted supplies.  |
| 8             | <u>Price Adjustments:</u> In terms of <u>General Conditions of Contract clause 17.1</u> , the price adjustments with the rules for application are set out below as special conditions of <u>Contract Clause 17.1</u> .<br><u>Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.</u>  |
| 9             | Price quoted is South African Rands in terms of General Conditions of contract clause 16.4   |
| 10            | <u>Price Basis</u> Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1, and 32.2.  |
| 11            | <ul> <li><u>Price Delivery Point:</u> In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.</li> <li>Delivery points are:</li> <li><i>Project specific, to be agreed upon during contracting process for the different jobs.</i></li> </ul>  |

|      |   | SBD 3.1: PRICING   | DETAIL   |                  |                      |  |  |  |  |  |
|------|---|--|--|------------------|----------------------|--|--|--|--|--|
| 12   | Detail Pricing Support: Detailed information e.g. costed bill of quantities is optional where not stated in the price schedule below and is provided as an annexure to the details included in this SBD 3 |  |  |                  |                      |  |  |  |  |  |
| 13   | Applicat<br>Docume  | ints as stipulated b   | pelow - Standard Bidding                         |                  |                      |  |  |  |  |  |
| requ | uired ove   | PRICING SCHEDU<br>f sales is guaranteed, items listed below are for use in<br>r the duration of the contract are dependent on circum<br>icted to the items and guantities included in the initial<br><u>R1 000 000 over the cont</u> | pricing compa<br>Istances which<br>purchase. The | cannot be deter  | mined in advance and |  |  |  |  |  |
|      | QTY   | <b>DESCRIPTION/</b><br>(Reference to specific specification)   | UNIT OF<br>MEASURE                               | UNIT PRICE       | TOTAL PRICE          |  |  |  |  |  |
| 1    | 1   | Base day rate (Weekday)<br>Non-skippering day where skipper activity will include<br>travel, assistance with maintenance and project<br>logistics  | Day  |                  |                      |  |  |  |  |  |
| 2    | 1   | Base day rate (Weekend/public holidays)<br>Non-skippering day where skipper activity will include<br>travel, assistance with maintenance and project<br>logistics  | Day  |                  |                      |  |  |  |  |  |
| 3    | 1   | Sea going day rate (Weekday)<br>Base rate + daily sea going rate   | Day  |                  |                      |  |  |  |  |  |
| 4    | 1   | Sea going day rate (Weekend/public holidays)<br>Base rate + daily sea going rate   | Day  |                  |                      |  |  |  |  |  |
|      | otal is dete<br>times.)   | ermined by multiplying quantity by unit price for all line items   | s (Costs must all                                | be VAT inclusive |                      |  |  |  |  |  |
| TOTA | L VALUE   | OF ABOVE   |  | R                |                      |  |  |  |  |  |

# **GENERAL CONDITIONS OF CONTRACT**

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause below the relevant GCC. The National Research Foundation has filed its General Conditions of Contract GCC) on its website (http://www.nrf.ac.za/procurement/General-Conditions-of-Contract). These form part of this document's contract conditions. The NRF deems the bidder to have accessed and read the General Conditions of Contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract, listed below, shall prevail over the General Conditions of Contract.

# SPECIAL CONDITIONS OF CONTRACT

- 1 <u>Implementation Planning and Project Management:</u> The contracted provider will arrange an initial meeting to determine delivery execution with the assigned NRF project team. Both parties will review the proposed project execution plan submitted with the bid and agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation. Special conditions pertaining to project management are listed below (if applicable).
  - The NRF-SAIAB vessel manager will work with the contracted service provider and the research team to facilitate skippering operations and research.
  - All work carried out by the service providers will have to conform to the NRF-SAIAB standard operating procedures for vessels and research equipment.
  - All work carried out by the service providers will have to conform to the NRF-SAIAB Occupational Health and Safety regulations.
  - All work carried out by the service providers will have to conform to the SAMSA's regulations for operating vessels at sea.
  - All data collected during the course of skippering operations are confidential and must not be shared with anyone other than the NRF project management unless prior permission has been obtained.
- 2 Performance verification: In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.

Further verification steps are set out below:

- 3 <u>Contracted Party Due Diligence</u>: The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
- 4 <u>**Communication:**</u> The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.
- 5 <u>Occupational Health and Safety when working on NRF sites</u>: All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

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 contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

# **GENERAL CONDITIONS OF CONTRACT**

The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party 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.

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

6 The contract price is subject to contract price adjustment in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the service provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

# MANAGEMENT OF PERFORMANCE LEVELS

- 1. The Performance Levels are in the table below.
- 2. The NRF measures the contracted bidder's performance against these in the execution of the contract.
- 3. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.
- 4. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that nonperformance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
- 5. If the contracted bidder fails to meet any performance level:
  - 1. The contracted bidder shall investigate and report on the root causes of the performance level failure;
  - 2. Promptly correct the failure and begin meeting the set performance levels;
  - 3. Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
  - 4. Take preventive measures to prevent the recurrence of the performance level failure.

### MANAGEMENT OF PERFORMANCE LEVELS

6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

### PERFORMANCE LEVELS STATEMENT

| Service/Goods being<br>Measured      | Measurement Methodology  | Penalty/Bonus and level applicable from  |
|--------------------------------------|--|--|
| Professionalism:                     | <ul> <li>Timely (within 48 hours) and reasonable response to communication with SAIAB</li> <li>Meet expectations for skippering requirements of contracted project.</li> <li>Adherence to confidentiality clauses (refer to point 'd' below)</li> <li>Adherence to standard operating procedures for vessels, research equipment and OHS.</li> <li>SAMSA certification in date</li> <li>Respectful interactions with NRF-SAIAB staff, research teams and students</li> </ul> | Consistent meeting measurement criteria =<br>Satisfactory<br>Consistent (≥ 3 times in a row) failure to meet<br>measurement criteria = Poor<br>Consistent meeting or exceeding management<br>criteria = Above satisfactory.<br>Service providers that demonstrate poor<br>performance will receive a warning on the first<br>occasion. On the second occasion, their contract<br>will be terminated.<br>Service providers scoring satisfactory and above<br>satisfactory will be given preference in the |
| Competency as a Research<br>Skipper: | <ul> <li>Able to safely operate SAIAB vessels, within SAIABs and SAMSAs regulations</li> <li>Able to safely carryout research activities to ensure project success</li> </ul>  | awarding of work.  |
| Additional support:                  | <ul> <li>Willingness to provide<br/>assistance required to support<br/>project logistics</li> <li>Willingness to proactively work<br/>on maintenance required for<br/>research vessels and research<br/>equipment</li> </ul>   |  |

# **SBD 4 - BIDDER DISCLOSURE**

# **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.

### 1. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

<sup>&</sup>lt;sup>1</sup> 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.

# **SBD 4 - BIDDER DISCLOSURE**

- 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** 
  - 1. If so, furnish particulars:

.....

### 2. 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 consortium<sup>2</sup> 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by

<sup>&</sup>lt;sup>2</sup> 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.

|    | SBD 4   | - BIDDER DISCLOSURE  |  |  |  |  |  |
|----|---|--|--|--|--|--|--|
|    | prior to and during the bidding   | he procuring institution in relation to this procurement process<br>process except to provide clarification on the bid submitted<br>tution; and the bidder was not involved in the drafting of the<br>ence for this bid.   |  |  |  |  |  |
| 1. | any restrictive practices related<br>to the Competition Commissio<br>penalties in terms of section 59<br>to the National Prosecuting Aut<br>from conducting business with | In d without prejudice to any other remedy provided to combat<br>to bids and contracts, bids that are suspicious will be reported<br>in for investigation and possible imposition of administrative<br>of the Competition Act No 89 of 1998 and or may be reported<br>hority (NPA) for criminal investigation and or may be restricted<br>the public sector for a period not exceeding ten (10) years in<br>pombating of Corrupt Activities Act No 12 of 2004 or any other |  |  |  |  |  |
|    | I CERTIFY THAT THE INFORI   | MATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE  |  |  |  |  |  |
|    | 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 A  |  |  |  |  |  |  |
|    | COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD TH   |  |  |  |  |  |  |
|    | DECLARATION PROVE TO B  | E FALSE.   |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    | Signature   | Date   |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    | Position  | Name of bidder   |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

|   | POINTS |
|---|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| Total points for Price and SPECIFIC GOALS | 100    |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

2.

### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

Notes to tenderers: The tenderer must indicate how they claim points for each preference point system. The tenderer must submit Proof of B-BBEE status level of contributor.

| B-BBEE Status Level of<br>Contribution | Number of points<br>allocated<br>(80/20 system)<br>(between R2 000 and R50 000 000) | Number of points claimed<br>(80/20 system)<br>(To be completed by the<br>tenderer) |
|--|---|--|
| 1                                      | 20  |  |
| 2                                      | 18  |  |
| 3                                      | 14  |  |
| 4                                      | 12  |  |
| 5                                      | 8   |  |
| 6                                      | 6   |  |
| 7                                      | 4   |  |
| 8                                      | 2   |  |
| Non-compliant contributor              | 0   |  |

### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.1. Name of company/firm.....
- 4.2. Company registration number: .....
- 4.3. TYPE OF COMPANY/ FIRM
  - Dertnership/Joint Venture / Consortium
  - □ One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - □ (Pty) Limited
  - □ Non-Profit Company
  - □ State Owned Company

[TICK APPLICABLE BOX]

- 4.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

|                   | SIGNATURE(S) OF TENDERER(S) |
|-------------------|-----------------------------|
| SURNAME AND NAME: |                             |
| DATE:             |                             |
| ADDRESS:          |                             |
|                   |                             |
|                   |                             |
|                   |                             |

|  | REI         | FERENCE LETTE                | ER FORMAT          |                                 |
|--|-------------|------------------------------|--------------------|---------------------------------|
| Referee Letterhead   |             |                              |                    |                                 |
| Referee Legal Name:  |             |                              |                    |                                 |
| REFERENCE ON COMPANY:  |             |                              |                    |                                 |
| Bid Number:  | NRF         | /SAIAB 44-2025               |                    |                                 |
| <b>Bid Description</b> The South African act as marine skippers/relief skippers  | Instit      | ute for Aquatic Biodiversity |                    | a panel of service providers to |
| Describe the service/work the above  | bidde       | r provide to you below       |                    |                                 |
| Criteria / risks   |             | Below requirements           | Meets requirements | Exceeds requirements            |
| Professionalism  |             |                              |                    |                                 |
| Interpersonal skills   |             |                              |                    |                                 |
| Time Keeping   |             |                              |                    |                                 |
| Satisfaction with the services provided  |             |                              |                    |                                 |
| Competency as a Skipper  |             |                              |                    |                                 |
| Reliability of the services provided   |             |                              |                    |                                 |
| Competency with surf-launching<br>(scoring only necessary if supplier is bidd<br>offer services on the under 9 meter vesse<br>Competency with towing large boats on re | el)<br>Dads |                              |                    |                                 |
| (scoring only necessary if supplier is bidd<br>offer services on the under 9 meter vesse   |             |                              |                    |                                 |
| Overall Impression   |             | Other comments               |                    |                                 |
| Approximate value of contract  |             |                              |                    |                                 |
| Would you use the provider again?  |             |                              | [                  | ⊐yes ⊐no                        |
| Completed by:  |             |                              |                    |                                 |
| Signature:   |             |                              |                    |                                 |
| Company Name:  |             |                              |                    |                                 |
| Contact Telephone Number:  |             |                              |                    |                                 |
| Date:  | T           |                              |                    |                                 |

| Referee Letterhead  |                         |                        |                    |                                 |
|---|-------------------------|------------------------|--------------------|---------------------------------|
| Referee Legal Name:   |                         |                        |                    |                                 |
| REFERENCE ON COMPANY:   |                         |                        |                    |                                 |
| Bid Number:   | <u>NRF</u>              | /SAIAB 44-2025         |                    |                                 |
| <b>Bid Description</b> The South Africar act as marine skippers/relief skippers   |                         | • •                    | •                  | a panel of service providers to |
| Describe the service/work the above   | bidder                  | r provide to you below |                    |                                 |
| Criteria / risks  |                         | Below requirements     | Meets requirements | Exceeds requirements            |
| Professionalism   |                         |                        |                    |                                 |
| Interpersonal skills  |                         |                        |                    |                                 |
| Time Keeping  |                         |                        |                    |                                 |
| Satisfaction with the services provided   |                         |                        |                    |                                 |
| Competency as a Skipper   |                         |                        |                    |                                 |
| Reliability of the services provided  |                         |                        |                    |                                 |
| Competency with surf-launching<br>(scoring only necessary if supplier is bidd<br>offer services on the under 9 meter vesse<br>Competency with towing large boats on r<br>(scoring only necessary if supplier is bidd<br>offer services on the under 9 meter vesse | el)<br>roads<br>ling to |                        |                    |                                 |
| Overall Impression  |                         | Other comments         |                    |                                 |
| Approximate value of contract   |                         |                        |                    |                                 |
| Would you use the provider again?   |                         |                        |                    | UYES UNO                        |
| Completed by:   |                         |                        |                    |                                 |
| Signature:  |                         |                        |                    |                                 |
| Company Name:   |                         |                        |                    |                                 |
| Contact Telephone Number:   |                         |                        |                    |                                 |
| Date:   |                         |                        |                    |                                 |

# **REFERENCE LETTER FORMAT**

#### **Referee Letterhead**

Referee Legal Name:

### **REFERENCE ON COMPANY:**

**Bid Number:** 

NRF/SAIAB 44-2025

**Bid Description** The South African Institute for Aquatic Biodiversity (SAIAB) is looking for a panel of service providers to act as marine skippers/relief skippers on SAIABs coastal vessels for a period of 5 years

Describe the service/work the above bidder provide to you below

| Criteria / risks  | Below requirements | Meets requirement | s Exceeds requirements |
|---|--------------------|-------------------|------------------------|
| Professionalism   |                    |                   |                        |
| Interpersonal skills  |                    |                   |                        |
| Time Keeping  |                    |                   |                        |
| Satisfaction with the services provided   |                    |                   |                        |
| Competency as a Skipper   |                    |                   |                        |
| Reliability of the services provided  |                    |                   |                        |
| Competency with surf-launching<br>(scoring only necessary if supplier is bidding to<br>offer services on the under 9 meter vessel)              |                    |                   |                        |
| Competency with towing large boats on roads<br>(scoring only necessary if supplier is bidding to<br>offer services on the under 9 meter vessel) |                    |                   |                        |
| Overall Impression  | Other comments     |                   |                        |
| Approximate value of contract   |                    |                   |                        |
| Would you use the provider again?   |                    |                   |                        |
|   |                    |                   |                        |
| Completed by:   |                    |                   |                        |
| Signature:  |                    |                   |                        |
|   |                    |                   |                        |
| Company Name:   |                    |                   |                        |
| Contact Telephone Number:   |                    |                   |                        |

| Date: |  |
|-------|--|
|       |  |
|       |  |

# **GENERAL CONDITIONS OF CONTRACT**

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must".

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause. Special Conditions specific to this bid contract are in this document.

The National Research Foundation has filed its General Conditions of Contract GCC) on its website (http://www.nrf.ac.za/procurement/General-Conditions-of-Contract). These form part of this document's contract conditions. Bidders are deemed to have accessed and read the General Conditions of Contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.

# **BID SUBMISSION CERTIFICATE FORM - (SBD 1)**

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

| Invitation to Bid (SBD 1)                            | Specification(s) set out in this Quotation Invitation inclusive of any annexures thereto |  |
|--|--|--|
| Bidder's responses to this invitation as attached to | Pricing Schedule(s) (SBD3) including detailed schedules                                  |  |
| this document  | attached   |  |

Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard

Bidder Disclosure (SBD 4)

Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022, supported by a valid certified BBBEE certificate.

General Conditions of Contract and special/additional conditions of contract as set out in this document

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this offer/ bid response.

| NAME (PRINT) |  |
|--------------|--|
| CAPACITY     |  |
| SIGNATURE    |  |
|              |  |
|              |  |
| WITNESS 1    |  |
| NAME         |  |
| SIGNATURE    |  |
|              |  |
|              |  |
| WITNESS 2    |  |
| NAME         |  |
| SIGNATURE    |  |
|              |  |
|              |  |
| DATE         |  |