REQUEST FOR PROPOSAL

MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.
RFP
Request for Proposal

[Signature]
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ROBBEN ISLAND MUSEUM
(Hereinafter referred to as RIM)

REQUEST FOR PROPOSAL [RFP]

MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

RFP NUMBER: RIM FER 01-2017/2018
ISSUE DATE: 20 OCTOBER 2017
COMPULSORY BRIEFING SESSION: 03 NOVEMBER 2017
CLARIFICATION CLOSING DATE: TO BE CONFIRMED
CLOSING DATE: 17 NOVEMBER 2017
CLOSING TIME: 11:00 ON CLOSING DATE
BID VALIDITY PERIOD: 120 BUSINESS DAYS FROM CLOSING DATE
SECTION 1: NOTICE TO BIDDERS

1. INVITATION TO BID

1.1. The Invitation to Bid is made available as part of the RFP document to Potential Bidders. The Bidder is invited to make a proposal to provide one new high-speed passenger Ferry (The Goods) for Robben Island Museum (RIM), and offer the goods at a price quoted in South African Rand (ZAR).

1.2. The Bidder agrees that by submitting its tender, its bid and acceptance thereof shall be subject to the provisions of RIM's Supply Chain Management Policy (SCM Policy), the terms and conditions of this tender document including all contractual terms contained therein including the New Build Contract, and all applicable South African laws.

1.3. It is important to note that RIM makes use of internal Standard Bid Documents (SBD’s) which will form Annexures to this RFP document. For this Invitation to Bid, refer to Annexure A1 (SBD1) of Annexure A “Standard Bid Documents”.

2. PRE-QUALIFICATIONS FOR SUBMISSION OF A PROPOSAL

Only those Bidders who satisfy all the following pre-qualification criteria will be eligible to submit Proposals:

2.1. Must Own a ship building facility in South Africa suitable for the construction of a high-speed passenger Ferry as specified in Annexure B1. All Bidders are to submit a description and photographs of their owned ship building facilities as supporting documentation.

2.2. Have a proven record of accomplishment with any of the Classification Societies as listed with the South African Maritime Safety Authority’s (SAMSA) Marine Notice No. 14 of 2016. References of previous builds complete under the supervision of a Classification Society shall be provided by all Bidders

2.3. Compliance with technical requirements. [Refer Annexure B9 “Technical Pre-Qualification” and Annexure B1 “Technical Specification” of Annexure B “Technical Bid Documents”]

Bidders must meet all the listed minimum technical criteria as stipulated in Annexure B9 “Technical Pre-Qualification”. 
The Bidder shall provide written confirmation of their compliance with the pre-qualification eligibility criteria and attach evidence and/or records pertaining to this requirement, clearly stating “Pre-Qualification Records” on the documentation submitted for this purpose.

**NOTE:** Failure to meet, comply and/or provide proof on any one of the criteria listed in Paragraphs 2.1, 2.2 and 2.3 above may result in disqualification.

### 3. PROPOSAL SUBMISSION

In addition to completing and returning SBD1 and the bid documents, the following shall be adhered to:

3.1. Proposals/Bids must be submitted in sealed envelopes/containers addressed as follows:

   **RIM SUPPLY CHAIN MANAGEMENT**

   **RFP No:** RIM FER 01-2017/2018

   **Description:** MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA

**NOTE:** All envelopes must reflect the return address of the Bidder on the reverse side.

### 4. DELIVERY INSTRUCTIONS FOR RFP

In addition to completing and returning SBD1 and the bid documents, the following shall be adhered to:

4.1. **Delivery by hand**

   Bids are to be delivered in one or two sealed envelopes or boxes for ease of handling. The envelopes or boxes must be suitably marked with the RFP number and description, and addressed as required in SBD1 and Paragraph 3 above.

4.2. **Dispatch by courier**

   If dispatched by courier, the courier company shall ensure that the Bid documentation is deposited in the Bid Box as per SBD1. It is the responsibility of the Bidder to ensure this documentation is delivered and submitted into the bid box.

4.3. Please note that this RFP closes punctually at **11:00 on 17 November 2017**

4.4. If Bid responses are not delivered as stipulated herein, such responses will not be considered, and will be treated as "NON-RESPONSIVE". This will result in the Bid being disqualified.

4.5. No email or facsimile responses will be considered.
4.6. The Bid responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

4.7. Robben Island Museum shall not, at the opening of Bid responses, disclose to any other company any confidential details pertaining to the Proposals/information received, i.e. pricing, delivery, etc. The names and locations of the Bidders will be divulged to other Bidders upon request.

4.8. Envelopes/containers must not contain documents relating to any RFP other than that shown on the envelope.

4.9. No slips are to be attached to the Bid response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Bidder to the actual RFP documents.

5. COMMUNICATION

5.1. For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Ms. P. Madikane at telephone (021) 413 4265 or email PatM@robben-island.org.za before **15:00 on a date to be confirmed at the Compulsory Bid Briefing Session**. In the interest of fairness and transparency, Robben Island Museum’s response to such a query will then be made available to the other Bidders who have collected RFP documents. For this purpose, Robben Island Museum will communicate with Bidders using the contact details provided to RIM on issue of the Bid documentation to the Bidder.

5.2. After the closing date of the RFP a Bidder may only communicate with RIM via Ms P. Madikane at telephone number (021) 413 4257, or Odwa Mxenge at telephone number (021) 413 4208 on any matter relating to its RFP.

5.3. Bidders shall note that changes to its submission after the closing date will not be considered.

5.4. Bidders are warned that a Proposal may be liable to disqualification should any attempt be made by a Bidder, either directly or indirectly, to canvass any officer or employee of Robben Island Museum in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Bidders found to be in collusion with one another will be automatically disqualified and restricted from doing business with Robben Island Museum in future.

5.5. For the RFP Clarification Request Form specified in Paragraph 5.1. above, refer to Annexure G1 “RFP Clarification Request Form” of Annexure G “Additional Bid Documents”.

6. BRIEFING SESSION

6.1. A compulsory pre-proposal RFP briefing session will be conducted at **Robben Island Museum, Auditorium, Nelson Mandela Gateway Building, V&A Waterfront, CAPE TOWN on 03 November 2017 at 11:00** for a period of ± 3 hours. [Bidders are to provide their own transportation and accommodation]. The briefing session will start punctually at 11:00.
6.2. Non-attendance of the Compulsory Briefing Session will result in disqualification.

6.3. Attendance at the briefing session will be recorded. For this Certificate of Attendance of briefing session, refer to Annexure G2 “Certificate of Attendance of Briefing session” of Annexure G “Additional Bid Documents”. Ensure that you receive a signed original from the appointed SCM representative at the briefing session.

**7. DECLARATION OF INTEREST**

7.1. The Declaration of Interest shall be duly completed and all relevant information requested on directors, trustees, members or shareholders must be listed.

7.2. For this Declaration of Interest, refer to Annexure A4 (SBD4) of Annexure A “Standard Bid Documents”

**8. TAX CLEARANCE REQUIREMENTS**

8.1. RIM shall reject a bid from an entity whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order on award.

8.3. Bidders are therefore required to registered on the Central Supplier Database.

8.4. It is the responsibility of the successful Bidder to ensure that it is registered on the Central Supplier Database and that its tax matters or tax status is compliant on the Central Supplier Database.

8.5. Each party to a joint venture / consortium / partnership must comply with all of the above statements and requirements.

**9. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

As described in more detail in Annexure A6 of Annexure A (SBD6.1) B-BBEE Claim Form, and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Bidders are to note that Robben Island Museum will allow a preference to companies who provide a valid B-BBEE Status Verification Certificate.

The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included); and therefore the 90/10 Preference Point System shall be applicable.

9.1. B-BBEE Joint Ventures or Consortiums

9.1.1. Bidders who would wish to respond to this RFP as a Joint Venture [JV] or Consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Bidders must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%]
split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Robben Island Museum through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Robben Island Museum.

9.1.2. Bidders are to note the requirements for B-BBEE compliance of JVs or consortiums, as required by Annexure A6 of Annexure A (SBD6.1), and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

NOTE: Failure to submit a valid and original B-BBEE certificate for the JV, or a certified copy thereof, at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

9.2. Subcontracting and Subcontracting post award

9.2.1. Robben Island Museum fully endorses Government’s transformation and empowerment objectives, and when contemplating subcontracting, Bidders are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators.

9.2.2. A Bidder awarded the contract may only enter into a sub-contracting agreement with the approval of Robben Island Museum. A Bidder awarded the contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall of the contract is reduced to below the stipulated minimum threshold. A Bidder awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-EEE status level contributor than the bidder, unless the contract is sub-contracted to an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

9.2.3. In terms of Annexure A6 of Annexure A (SBD6.1) of this RFP [the B-BBEE Preference Point Claim Form] Bidders are required to indicate the percentage of the contract that will be sub-contracted, as well as the B-BBEE status of the sub-contractor/s.

9.2.4. In addition, Robben Island Museum reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Robben Island Museum.

9.2.5. For this Preference Points Claim Form in terms of the Preferential Procurement Regulation 2017, refer to Annexure A6 (SBD6.1) of Annexure A “Standard Bid Documents”.

NOTE: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE. Please note that

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1 The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans’ Association.
should the Main Bidder/Contractor be an Exempted Micro Enterprise or Qualifying Small Enterprise, a sworn affidavit Signed by a Commissioner of Oaths shall be deemed acceptable.

10. COMPULSORY LOCAL CONTENT THRESHOLD

In terms of Section 9(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the “Invitation and Evaluation of Bids based on a stipulated minimum threshold for local production and content for Working Vessels (Boats)”, Robben Island Museum is required to set a stipulated minimum threshold for this RFP.

10.1. Local Content Threshold

A Local Content threshold of **60%** [sixty percent] will be required for all Goods to be manufactured by a successful Bidder for the entire contract period. For further guidance with regard to the determination of “Local Content”, Bidders must refer to the following documentation:

a. Department of Trade and Industry (DTI) Requirements Guideline [Annexure A10 of Annexure A]

b. SABS approved technical specification number SATS 1286:2011


10.2. Mandatory RFP Local Content Annexures

10.2.1. The regulatory and mandatory RFP Annexures, which must be completed by all Bidders in order to declare Local Content, are as follows:

a. Annexure A7 of Annexure A – Declaration Certificate for Local Production and Content for Designated Sectors [SBD 6.2]

b. Annexure C of Annexure A– Local Content Declaration: Summary Schedule

c. Annexure D of Annexure A – Imported Content Declaration: Supporting Schedule to Annexure C of Annexure A

d. Annexure E of Annexure A – Local Content Declaration: Supporting Schedule to Annexure C of Annexure A

10.2.2. After completing Annexure D (of Annexure A), Bidders should complete Annexure E (of Annexure A) and then consolidate the information on Annexure C (of Annexure A). Annexure C (of Annexure A) should be submitted with the Bid documentation at the closing date and time of the bid. Annexures D and E (of Annexure A) should be kept by Bidders for verification purposes for a period of at least five (5) years. The successful Bidder is required to continuously update Annexures C, D and E (of Annexure A) with the actual values for the duration of the contract.
10.2.3. Although Annexure D and Annexure E (of Annexure A) need not be submitted with Proposals, Robben Island Museum reserves the right to call for these Supporting Schedules if required.

10.3. **Local Content Project Plan [To be utilised only where the Local Content threshold must be met in a progressive manner]**

10.3.1. Bidders must indicate how they intend to achieve the compulsory 60% Local Content minimum threshold within the initial contract period by submitting a Project Plan which schedules the key tasks to be accomplished as well as related timelines.

10.3.2. The Local Content Project Plan must project from contract month 1 [award of business] to end of contract [60% local production and content achieved] and include:

   a. Key tasks to achieve 60% local production and content [i.e. 60% South African manufacture].
   
   b. Completion timelines per task in months [milestones].
   
   c. Sufficient breakdown of detail so that no task duration is longer than four weeks.
   
   d. Critical dependencies.

10.3.3. Robben Island Museum will conduct quarterly reviews with the successful bidder to monitor progress with respect to the completion of the projected milestones.

10.4. **Challenges meeting the Local Content Threshold**

10.4.1. In the event that a Bidder cannot manufacture or source equipment, components and materials locally during their Bid preparation as part of the Local Content requirement, Bidders are required to contact the DTI timeously, prior to bid submission, in order to obtain an exemption. All supporting information to all exemptions shall be compiled prior to the submission of the bid and forwarded to the DTI for consideration. To the extent that an exemption is required, the preferred bidder must obtain the necessary exemption from the DTI and provide proof thereof to RIM prior to concluding a contract with RIM, failing which RIM may exclude the preferred bidder from further consideration. Should RIM commence negotiations with any other bidder as a result of negotiations failing with the initial preferred bidder, the former shall similarly comply with the requirement to obtain any necessary exemption from the DTI prior to contract conclusion.

10.4.2. Should, after the award of a Bid, the Bidder experience challenges in meeting the stipulated minimum threshold for Local Content due to unforeseen circumstances, the Bidder is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

10.4.3. All costs associated with the validation process of Local Content as required by the DTI, i.e. SABS inspections and verification of Local Content documentation during the build phase, shall be borne by the Bidder.
11. CONFIDENTIALITY

11.1. All information related to this RFP is to be treated with strict confidence. In this regard, Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Robben Island Museum’s business, written approval to divulge such information must be obtained from Robben Island Museum.

11.2. For this Non-Disclosure Agreement specified in Paragraph 11.1 above, refer to Annexure E2 of Annexure E “Legal Bid Documents”.

12. INSTRUCTIONS FOR COMPLETING THE RFP

12.1. Proposals must be submitted in hard copy and must be bound.

12.2. One set of the original RFP documents shall be signed [sign the bottom of each page where indicated]. This set will serve as the legal and binding copy.

12.3. Documents shall be submitted to the address specified in Section 1, Paragraph 4.

12.4. A CD copy of the Bidder’s RFP Proposal must be submitted. Files shall be in MS Word / Excel format, or searchable PDF versions, noting that the signed original set will be legally binding.

12.5. All returnable Annexures and Documents tabled in Section 19 must be returned with your Proposal.

12.6. Unless stated otherwise, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

12.7. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Bidder to the actual RFP documents. RIM reserves the right to reject or not consider a bid containing alterations, additions or deletions. Alternative bids containing any of these will only be eligible for consideration if it they are accompanied by a main bid that complies fully with the RFP.

13. COMPLIANCE

The successful Bidder shall be in full and complete compliance with any and all applicable laws and regulations.
14. DISCLAIMERS

14.1. Bidders are hereby advised that Robben Island Museum is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. Please note that Robben Island Museum reserves the right to:

a. modify the RFP and request Bidders to re-bid on any such changes;

b. amend the payment terms and builder’s refund guarantee provisions in the attached New Build Contract based on industry feedback during the compulsory briefing session (any such amendments will be timeously communicated to all bidders in writing);

c. reject any Proposal which does not conform to instructions and specifications which are detailed herein;

d. disqualify Proposals submitted after the stated submission deadline [closing date];

e. not necessarily accept the lowest priced Proposal or an alternative bid;

f. reject all Proposals, if it so decides;

g. withdraw the RFP;

h. award a contract in connection with this Proposal at any time after the RFP’s closing date;

i. award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;

j. make no award of a contract; and

k. should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect, Robben Island Museum reserves the right to cancel the contract.

14.2. Selection as a preferred bidder does not result in the award of the tender to the preferred bidder or the conclusion of a contract between the preferred bidder and RIM.

14.3. Robben Island Museum reserves the right to undertake post-tender negotiations [PTN] with selected Bidders, or any number of short-listed Bidders. Such PTN may include, at Robben Island Museum’s discretion, any evaluation criteria listed in this RFP document.

14.4. Robben Island Museum reserves the right to award the business to the highest scoring Bidder/s unless objective criteria justify the award to another Bidder.

14.5. Should the preferred Bidder fail to sign or commence with the contract within 4 weeks or any other reasonable period after being requested to do so, Robben Island Museum reserves the right to commence negotiations with the next highest scoring Bidder; and to move to the next bidder should negotiations similarly fail with the second bidder. RIM reserves the right to issue rules of negotiations.
at the prior to the commencement of negotiations, including the stipulation of timelines within which
the negotiations should take place and/or be concluded.

14.6. Kindly note that Robben Island Museum will not reimburse any Bidder for any preparatory costs
or other work performed in connection with its Proposal, whether or not the Bidder is awarded a
contract.

15. LEGAL REVIEW

A Proposal submitted by a Bidder will be subjected to Legal Review and acceptance, or rejection, of
its proposed contractual terms and conditions by Robben Island Museum’s Legal Counsel, prior to
consideration for an award of business.
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 2: BACKGROUND AND SCOPE OF REQUIREMENTS

1. BACKGROUND

1.1. Robben Island Museum (RIM) is a World Heritage Site located at Robben Island in Western Cape South Africa. The island is approximately eight (8) nautical miles away from Cape Town Harbour/Table Bay Harbour. As a world heritage site Robben Island Museum attracts tourists from both national and international locations and ferries passengers/tourist using old ferries that were used to transport political prisoners during the years of political struggle and unrest.

1.2. With change, the number of visitors increased, which lead to the Museum acquiring one of South Africa’s first Fast Ferries (A Class IIA Catamaran) in April 2008, which not only assisted with increasing the frequency of tours, but also did so fast, safely and comfortably. It is for these reasons RIM wishes to sustain its efficiency through the acquisition of a similar passenger Ferry, or one of even a higher specification, that will meet the Class Requirements as well as Maritime Statutory and Mandatory requirements at Local (South African Maritime Safety Authority) and International (IMO) levels within its vessel class category.

2. SCOPE OF REQUIREMENTS

2.1. This RFP is issued for the acquisition of one new fully operational high-speed passenger Ferry to be delivered in accordance with the specifications [the Technical Specification] as in Annexure B1.

2.2. Specifications, including RIM’s desired requirements for the high-speed passenger Ferry, and standard technical requirements are included in Annexure B hereto.

2.3. Bidders are to take the following guiding principles into consideration when compiling the technical Proposal:

   a. The Vessel offered must be strictly in accordance with the Technical Specification.

   b. Maximum standardisation is required of all sub-systems, irrespective of the type of proposed high-speed passenger Ferry. By implication, a common source of supply is preferred, but shall be evaluated on a cost to RIM basis.

   c. Bidders must complete and submit the following RFP Returnable Annexures for Technical / Functionality evaluation as part of envelope/container No. 2:

[Signature]
Annexure B – Technical Bid Documents to RFP

i. Annexure B2 – Bidder’s Design

ii. Annexure B3 – Plant and Materials

iii. Annexure B4 – Technical Data

iv. Annexure B5 – Proposed Subcontractors / Consultants

v. Annexure B6 – Management and CVs of Key Persons

vi. Annexure B7 – Quality Control Plan

vii. Annexure B8 – Programme and Method Statements

viii. Annexure B9 – Technical Pre-Qualification

2.4. A short term [12 months] service commitment, in accordance with the prescripts specified in Annexure F1 “Integrated Logistics Support Plan” of Annexure F “Logistic Bid Documents” shall be required from the successful Bidder, and shall include, but not be limited to:

a. a guaranteed supply of maintenance spares;

b. the development of, and continuous amendments to, maintenance plans [as incorporated in the high-speed passenger Ferry manual] to guarantee performance requirements, thereby reducing costs; and

c. specialised induction training in relation to high-speed passenger Ferry operations, as required by Robben Island Museum.

2.5. The Bidder’s Proposal must specifically address the following criteria, which will contribute to Robben Island Museum’s evaluation of the Bidder’s Technical capabilities:

a. **Number of years of ship building experience** [for both company and staff]

Staff experience shall include details of the under-mentioned positions/activities by completion of Annexure B6 hereto [Management and CVs of Key Persons]:

i. Project Manager

ii. Designer Experience [Naval Architect, national or international]

iii. Technical Manager

iv. Quality Manager

v. Superintendent

vi. Key Critical Staff [Artisans] i.e. Welders, boiler makers, etc.

vii. Comprehensive/ Detailed HR/ Workforce plan and organogram
b. **Selection of major plant and local South African support / value add**

Details of the under-mentioned plant must be provided by populating Annexure B3. These details will be evaluated - Refer Annexure B3 [Plant and Material Schedules]:

i. Main Engines

ii. Generators

iii. Hull and Propulsion (Speed and Stability)

iv. Winches

v. Air Conditioning

vi. Communication Equipment

vii. Safety Equipment

viii. Electrical Equipment

**NOTE:** Local support should include, but is not limited to, engineering and technical services, warehousing facilities, response to defects, facilitation of remedial action and critical liaison with OEM, as applicable.

c. **Capability and ability to deliver on time in accordance with RIM’s Programme**

Bidder’s response to Annexure B8 [Programme and Method Statements] will be considered, and shall consist of at least the following:

i. A Method Statement

ii. A Detailed 3-level Project Plan [including milestones] showing a fixed building schedule.

iii. Accelerated Delivery Programme, if possible.


Bidders will be evaluated on the Specifications submitted with respect to the following items:

i. General

ii. Design Criteria

iii. Standardization

iv. Hull

v. Equipment
vi. Accommodation
vii. Navigation and Communication Equipment
viii. Inventory
ix. Air Conditioning, Heating and Ventilation
x. Control Consoles and Instruments
xi. Electrical Installation
xii. Machinery Installation
xiii. Auxiliaries
xiv. Ship Piping Systems
e. Availability of spares

Bidders must submit a priced Spares List for critical Spares only [excluding VAT], and provide delivery lead times thereof for Robben Island Museum to determine:

i. Competitive Spares Pricing Offer
ii. Availability of Spares (delivery lead times)
f. Quality expectations [Reliability]

Bidders must provide evidence to support Robben Island Museum’s following quality expectations:

i. Conformance to Classification Society Specification [Build to Class]
g. Warranty period

The Warranty Period shall be in accordance with Annexure B13 “Warranty Requirements” of Annexure B “Technical Bid Documents” and as specified in the draft BIMCO New Build Contract. Additional information shall include time to repair a defect under warranty, specifically in relation to:

i. Warranty of equipment
ii. Warranty on Workmanship

NOTE: As contemplated in terms of the PPPFA and its Regulations, Bidders are to note the following:

- Functionality is included as a threshold, with a prescribed percentage threshold of 80%.
- Bidders are to refer to Annexure B10 for the Technical Specification Evaluation Sheet as a guideline on the allocation of Technical Evaluation weights and points.
3. BIDDER’S DESIGN

3.1. Bidders are to list in Annexure B2 of Annexure B “Technical Bid Documents” all principle design criteria and design standards applicable to the Vessel offered.

3.2. Bidders must submit details and outline drawings of their Vessel proposals when tendering. The outline drawings are to include a general arrangement profile, midship section, plan and end-on views from forward and aft, as well as all drawings as mentioned in the Technical Specification.

3.3. Full particulars of all machinery and equipment are also to be furnished and data sheets completed/supplied in all respects. Failure to comply with this requirement may result in the Bidder’s offer being disqualified.

3.4. Any deviations from the Technical Specification are to be noted and the reasons therefore clearly stated. Failure to comply with this requirement may result in the Bidder’s proposal being disqualified.

3.5. The Bidder must supply and attach all further information regarding the Vessel which it deems necessary to enable RIM to fully understand and evaluate its offer.

3.6. A full operational description of the Vessel offered shall also be attached clearly identifying all operational constraints and benefits of the particular design when compared to alternative designs.

4. PLANT AND MATERIALS

4.1. Bidders are to list in Annexure B3 all major mechanical, hydraulic, air-conditioning, electrical and electronic components [Plant and Material] proposed to be incorporated and installed on the Vessel offered. These items are to be listed by type, rating and proposed make/supplier. A motivation for why this particular make/model of component is proposed must be submitted, taking into consideration the local support environment, previous experience with such supplier(s) and local conditions.

NOTE: “Local support” should include, but is not limited to, local engineering and technical services, warehousing facilities, response to defects, facilitation of remedial action and critical liaison with OEM, as applicable.

4.2. Bidders shall also attach to Annexure B3 detailed descriptive literature and specifications for all the major components listed, including principles of operation and operating sequences.

5. TECHNICAL DATA

5.1. All information, technical details and/or data [or particulars of the offer] called for in the Vessel Technical Specification (Annexure B1) must be submitted by the Respondent with its RFP as separate
returnable schedules. Each schedule will be titled to reflect its content and will be signed and dated by the Respondent. A list of such sections must be recorded in Annexure B4 of Annexure B “Technical Bid Documents”.

6. PROPOSED SUBCONTRACTORS/CONSULTANTS

6.1. Bidders must complete a declaration of proposed subcontractors/consultants. Bidders are to provide a complete list of sub-contractors, their scope of work, addresses and B-BBEE level. Should there be a deviation from the proposed list of Sub-Contractors during negotiations, or the duration of the contract, RIM shall be informed in writing as to the reason for the change, details of the new sub-contractor, as well as a confirmation that the scope of work will not be affected. RIM reserves the right to not accept the change in Sub-Contractor, but will not unduly delay works during the process of Sub-Contractor acceptance.

6.2. For this declaration of Proposed Subcontractors/Consultants, refer to Annexure B5 “Proposed Subcontractors/Consultants” of Annexure B “Technical Bid Documents”.

7. MANAGEMENT AND CV’S OF KEY PERSONS

7.1. Potential Bidders shall describe herein the management arrangements for the design and supply of the Vessel. This shall include:

a. An organisation chart showing the proposed management structure, including the key people you have identified to work on the contract.

b. CV’s for people proposed for all identified posts.

c. Details of the location [and functions] of offices from which the works will be managed.

d. Details of the experience of the staff who will be carrying out works.

e. If staff experience of these matters is limited, an indication of relevant training that they have attended will be acceptable.

f. An explanation of how the Bidder proposes to allocate adequate resources to enable the Bidder to comply with the requirements and prohibitions imposed on it by, or under the statutory provisions relating to, health and safety.

7.2. For this Management and CV’s of Key Persons returnable schedule, refer to Annexure B6 “Management and CV’s of Key Persons” of Annexure B “Technical Bid Documents”.

[Signature]  
Request for Proposal  
Page 21 of 56
8. QUALITY CONTROL PLAN

8.1. The Bidder is required to provide a detailed Quality Control Plan for the Ferry.

8.2. For this Quality Control Plan specified in Paragraph 8.1. above, refer to Annexure B7 “Quality Control Plan” of Annexure B “Technical Bid Documents”

9. PROGRAMME AND METHOD STATEMENT

9.1. All Potential Bidders are required to provide their proposed first Programme. This Programme shall include the following:

a. A complete Programme and Method Statement for the Ferry build, showing the duration of each major activity including design, fabrication, building, fitment/outfitting, launching, trial testing and delivery, to a depth of at least three (3) levels shall be supplied. The Bidder must comprehensively identify all possible risks to the delivery schedule and the proposed measures to be put in place to mitigate such risks. The Bidder must identify all contingency plans that could be put in place to address possible problems and risks in availability of materials, labour, etc.

b. The Programme will be in the format of a Gantt Chart, clearly indicating key dates for progress measurement and/or payments due, and will identify all milestones during manufacture, assembly, commissioning and delivery.

c. The Programme must be accompanied by a provisional cash flow of milestone payments based on the tendered price.

9.2. For this Programme and Method Statement, refer to Annexure B8 “Programme and Method Statement” of Annexure B “Technical Bid Documents”.

10. TECHNICAL PRE-QUALIFICATION

10.1. A Bidder’s proposal must meet the minimum Technical Pre-Qualification criteria. By indicating compliance in Annexure B9, Bidders acknowledge that these criteria and their corresponding requirements as listed in the RIM Vessel Specification (Annexure B1) will be met on vessel handover to RIM, regardless of what is stated in the Bidders responding documents to this Bid and without risk to RIM.

10.2. For a description of the Technical Pre-Qualification criteria in question, refer to Annexure B9 “Technical Pre-Qualification” of Annexure B “Technical Bid Documents”. Compliance to the Technical Pre-Qualification criteria must be indicated on Annexure B9.
11. TECHNICAL SPECIFICATION EVALUATION SHEET

11.1. The Technical Specification Evaluation Sheet is the scoring method by which RIM will determine and evaluate compliance of the Ferries proposed by the Bidders. The Technical Specification Evaluation Sheet is provided as information to Bidders.


12. GREEN ECONOMY / CARBON FOOTPRINT

12.1. Robben Island Museum wishes to have an understanding of a Bidder’s position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. Please submit details of your entity’s policies in this regard.

12.2. In alignment with the requirements of South Africa’s NGP to reduce the carbon intensity of the South African economy, Bidders are advised to submit a plan indicating how Robben Island Museum could contribute to reducing its carbon footprint, together with other aspects relating to green economy and global warming, through the procurement and utilisation of the Vessel offered. This plan should include issues such as [but not limited to] increased energy efficiency of the Vessel, and increased power regeneration abilities.

12.3. In particular, Robben Island Museum will review the impact of the purchase of the Vessel on its carbon footprint by review of the following reports to be submitted by the Bidder, as aligned with the requirements as stipulated by IMO (MARPOL):

   a. Main Engine Emissions
   b. Diesel Generator Emissions
   c. Other - Specify

13. GENERAL OBLIGATIONS SUCCESSFUL BIDDER

13.1. The Bidder shall be fully responsible to Robben Island Museum for the acts and omissions of persons directly or indirectly employed by them.

13.2. The Bidder must comply with the requirements stated in this RFP.
14. EVALUATION METHODOLOGY

Robben Island Museum will utilise the following Evaluation Methodology and criteria in selecting a Preferred Bidder.

STAGE 1: - Administrative Compliance
STAGE 2: - RFP Compliance
STAGE 3: - 80% Threshold for Technical and Functional Requirements met
STAGE 4: - 60% Threshold for Local Content met
STAGE 5: - Evaluation and Final Scoring to 90/10 system
STAGE 6: - Post Tender negotiations
STAGE 7: - Final Contract Award

14.1. STAGE ONE: Test for Administrative Compliance

The test for administrative compliance will include the following:

<table>
<thead>
<tr>
<th>Administrative Compliance check</th>
<th>RFP Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether the Bid has been lodged on time</td>
<td>Annexure A1 (SBD1)</td>
</tr>
<tr>
<td>Whether all Returnable Documents and Annexures [where applicable] were completed and returned by the closing date and time</td>
<td>Section 17</td>
</tr>
<tr>
<td>Verify the validity of all returnable Documents and Annexures</td>
<td>Section 16</td>
</tr>
</tbody>
</table>

NOTE: The test for administrative compliance [Stage One] must be passed for a Bidder’s Proposal to progress to Stage Two for further pre-qualification

14.2. STAGE TWO: Test for RFP Compliance

The test for substantive responsiveness to this RFP will include the following:
<table>
<thead>
<tr>
<th>Check for substantive responsiveness</th>
<th>RFP Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether the general pre-qualification criteria set by Robben Island Museum, have been met.</td>
<td>• Section 1 Paragraphs 2.1, 2.2, 2.3,</td>
</tr>
<tr>
<td>Whether the Bid contains a fixed priced offer.</td>
<td>• Annexure A1</td>
</tr>
<tr>
<td></td>
<td>• Annexure A3</td>
</tr>
<tr>
<td>Whether the Bid complies in all aspects with the scope and/or specification given.</td>
<td>All Sections</td>
</tr>
<tr>
<td>Whether the Technical pre-qualification set by Robben Island Museum has been met.</td>
<td>• Section 1 Paragraph 2.3</td>
</tr>
<tr>
<td></td>
<td>• Annexure B9</td>
</tr>
</tbody>
</table>

**NOTE:** The test for substantive responsiveness [Stage Two] must be passed for a Bidder’s Proposal to progress to Stage Three for the evaluation of Local Content

14.3. **STAGE THREE: Minimum Threshold of 80% for Technical Criteria and Functional Requirements**

The test for the Technical and Functional threshold will include the following:

<table>
<thead>
<tr>
<th>Technical Evaluation Criteria</th>
<th>% Weightings</th>
<th>RFP Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance with technical requirements [Specifications]</td>
<td>50</td>
<td>Section 2 Paragraph 2</td>
</tr>
<tr>
<td>Green economy / carbon footprint: environmental characteristics including, energy conservation and climate control</td>
<td>5</td>
<td>Section 2 Paragraph 12</td>
</tr>
<tr>
<td>Number of years of local ship building experience, based on date of Company Registration</td>
<td>5</td>
<td>Section 2 Paragraph 2.5(a)</td>
</tr>
<tr>
<td>Number of years of Naval Architecture experience of designing high-speed passenger ferries, in-house to the bidder, or from other national or international suppliers of the design to the Bidder.</td>
<td>5</td>
<td>Section 2 Paragraph 2.5(a)</td>
</tr>
<tr>
<td>Local support (South Africa) based on submitted and completed Annexure B3</td>
<td>10</td>
<td>Section 2 Paragraph 2.5 (b)</td>
</tr>
</tbody>
</table>
| Delivery lead times | 15 | • Section 2 Paragraph 2.5(c),  
• Section 2 Paragraph 9 |
| Warranty period [expressed in number of months from hand over and including time to repair a defect under warranty] | 10 | Section 2, Paragraph 2.5 (g) |

**Total Weighting: Minimum qualifying score required:** 100%

80

The following applicable values will be utilised when scoring each criterion mentioned above:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Max. Score</th>
<th>Scorecard</th>
</tr>
</thead>
</table>
| Compliance with technical requirements [Specifications] | 50 | • As specified, or similar in terms of function/requirement= 100%  
• No Information provided/ Non-compliance to Specification = 0% |
| Green economy | 5 | Either it complies or not with MARPOL regulations.  
• Total score = 5  
• Alternate = 0 |
| Number of years of local shipbuilding building experience, based on date of Company Registration | 5 | • ≥12 experience in shipbuilding = 5  
• ≥10, but <12 = 4  
• ≥8, but <10 = 3  
• ≥5, but <8 = 2  
• <5 = 1 |
| Naval Architect experience of designing high-speed passenger ferries, in-house to the bidder, or from other national or international subcontractors/suppliers of the design to the Bidder. | 5 | • ≥15 experience in Naval Arch. designing high-speed ferries = 5  
• ≥13, but <15 = 4  
• ≥10, but <13 = 3  
• ≥5, but <10 = 2  
• <5 = 1 |
| Local support (South Africa) based on submitted and completed Annexure B3 | 10 | Is major Equipment supported in SA? Yes/No  
• Yes = 10  
• No = 0 |
Capability and ability to deliver on time in accordance with RIM's Programme

<table>
<thead>
<tr>
<th></th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ 12 months</td>
<td>15</td>
</tr>
<tr>
<td>&gt;12, but ≤ 18</td>
<td>7</td>
</tr>
<tr>
<td>&gt;18</td>
<td>0</td>
</tr>
</tbody>
</table>

Warranty period [expressed in number of months from hand over and including time to repair a defect under warranty]

<table>
<thead>
<tr>
<th></th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;12 months</td>
<td>10</td>
</tr>
<tr>
<td>12 months</td>
<td>9</td>
</tr>
<tr>
<td>&lt; 12 months</td>
<td>0</td>
</tr>
</tbody>
</table>

**Maximum Technical Score:** 100

**NOTE:** The minimum threshold for technical/functionality [Stage Four] must be met or exceeded for a Bidder’s Proposal to progress to Stage Five for final evaluation

14.4. **STAGE FOUR: Minimum Threshold for Local Content**

<table>
<thead>
<tr>
<th>Local Content Threshold</th>
<th>RFP REFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A minimum threshold of 60% is required for Local Content of Goods offered</td>
<td>Section 1 paragraph 10</td>
</tr>
</tbody>
</table>

**NOTE:** The test for meeting the Local Content threshold [Stage Three] must be passed for a Bidder’s proposal to progress to Stage Four for further evaluation

14.5. **STAGE FIVE: Evaluation and Final Weighted Scoring**

a. **Price** [Weighted score 90 points]:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>RFP Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial offer</td>
<td>Section 3</td>
</tr>
</tbody>
</table>

Robben Island Museum will utilise the following formula in its evaluation of Price:

\[
PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)
\]

Where:

- \(Ps\) = Score for the Bid under consideration
- \(Pt\) = Price of Bid under consideration
- \(P_{min}\) = Price of lowest acceptable Bid
b. **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]
   
   - B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [*Annexure A6, SBD6.1*]

Preference points will be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table in Annexure A6, paragraph 5.1 (SBD6.1) of Annexure A “Standard Bid Documents”.

**SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

<table>
<thead>
<tr>
<th>Threshold</th>
<th>Minimum Percentage [%]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Content</td>
<td>60</td>
</tr>
<tr>
<td>Technical / functionality</td>
<td>80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Final Weighted Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>90</td>
</tr>
<tr>
<td>B-BBEE - Scorecard</td>
<td>10</td>
</tr>
</tbody>
</table>

**TOTAL SCORE:** 100

14.6. **STAGE SIX: Post Tender Negotiations (if applicable)**

Robben Island Museum reserves the right to conduct Post Tender Negotiations with a shortlist of Bidder(s). The shortlist could comprise of one or more Bidders. In the event of more than one Bidder making the shortlist, the highest scoring Bidder shall be negotiated with first. Should negotiations with the Bidder fail, negotiations with the second highest scoring Bidder will be conducted. Should Robben Island Museum conduct Post Tender Negotiations, Bidders will be requested to provide their best and final offers to Robben Island Museum based on such negotiations. RIM reserves the right to issue rules of negotiation to further regulate, *inter alia*, the negotiation process and timelines within which agreement must be reached, failing which RIM will consider the negotiations with the relevant preferred bidder as having failed.

14.7. **STAGE SEVEN: Final Contract Award**

Robben Island Museum will negotiate the final Terms and Conditions of the contract with the successful Bidder(s). This may include aspects such as, price, delivery and other items in the RFP. Thereafter the final contract will be awarded to the successful Bidder.
15. FACILITIES

General information to Bidders regarding facilities and infrastructure currently available to, and in use by, RIM for the operation of Ferries to and from Robben Island is included in Annexure B14 of Annexure B “Technical Bid Documents”.

16. INTEGRATED LOGISTIC SUPPORT PLAN

16.1. All Potential Bidders shall submit, as part of their bid submission, an Issue 1 Integrated Support Plan (ISP) addressing the high level logistic support requirements and how these requirements will be achieved in conjunction with the initial twelve (12) month Interim Support Period as stipulated in Annexure F1 “Integrated Logistic Support Plan” (ILSP) of Annexure F “Logistic Bid Documents”. This Issue 1 ISP submitted by the Potential Bidder shall be the Bidder’s response to the RIM ILSP.

16.2. The cost associated with the Logistic Support, in-line with the Potential Bidder’s ISP and the RIM ILSP, of the Ferry after completion of the initial mandatory Interim Support Period shall be included as part of the Cost Breakdown Returnable Document specified in Section 3, and Annexure D2, of this RFP. This costed option shall provide for up to five (5) years Logistic Support after completion of the initial mandatory twelve (12) month Interim Support Period, in specified yearly increments.

16.3. All Bidders are to include in their Issue 1 ISP all Terms and Conditions applicable to the provisioning of Logistic Support as specified in the ILSP, for the purposes of discussion during tender negotiations.

NOTE: The additional five (5) year Logistic Support and the associated Terms and Conditions, in-line with the ISP and ILSP, shall be a costed option and must therefore be costed for separately. This cost must not be included as part of the final Bid price as part of the Bid submission.

17. FERRY LIFE CYCLE

17.1. To ensure that a suitable, cost effective, RIM passenger Ferrying capability will exist throughout the Ferry’s Life Cycle, and to ensure that the RIM Business Plan/Model can be executed accordingly, the Ferry shall conform to the expected Life Cycle and Life Cycle Cost (LCC) requirements as specified in Annexure B15 “Life Cycle Requirement Guideline” of Annexure B “Technical Bid Documents”.

17.2. It is expected of all Potential Bidders to submit, as part of their Bid submission, the following declarations and documents as specified and explained in Annexure B15:

   a. Issue 1 LCC Plan/Breakdown
   b. Trade-Off Studies in Support of the LCC Plan/Breakdown (if any)
18. WARRANTIES

18.1. As RIM provides an essential Ferrying service to both local and international tourists, they find themselves constantly in the public and political spotlight and may endure negative reviews and criticism due to unforeseen, unplanned and/or inherent failures and defects to their Vessel components, equipment, on-board systems and sub-systems that will lead to a reduced operational capability.

18.2. A Warranty Period (WP) shall be enforced to ensure that no failure or defect caused by faulty and/or incorrectly selected/installed components, equipment, systems or sub-systems, because of the Preferred Bidder’s (PB) internal actions/involvement, shall negatively affect RIM’s reputation and the Ferry’s operational requirements and capability.

18.3. Details and pre-scripts regarding the various Warranty Period related requirements is included in Annexure B13 “Warranties Requirement” and Annexure C6 “BIMCO New Build Contract”.

18.4. All Potential Bidders shall indicate their compliance to the requirements stated in Annexure B13 and Annexure C6, and additionally, as part of the Cost Breakdown Table in Annexure D2, give an indicative cost on an Extended Warranty Period of five (5) years. This Extended Warranty Period shall commence upon completion of the initial mandatory twelve (12) month Warranty Period if accepted by RIM.

18.5. All Bidders are to include as part of the five [5] year Extended Warranty Period all Terms and Conditions applicable therewith for the purposes of discussion during tender negotiations.

NOTE: The Extended WP shall be a costed option and must therefore be costed for separately. This cost must not be included as part of the final Bid price. Additionally, the Extended Warranty Period costed for by the Bidder shall not include items that have an OEM specific Warranty Period exceeding the initial 12 Months, that will be covered partially, or completely, during the Extended Warranty Period.
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY'S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 3: PRICING AND DELIVERY SCHEDULE

Bidders are required to complete the Standard Bid Document, SBD3.1.

**SBD3.1** relates to the pricing schedule of the Bid. For the purpose of bid evaluation, it is of extreme importance that only Firm Prices be stated, and that such prices be stated in the currency of the Republic of South Africa (RSA), Rand (ZAR).

Where components of the vessel will be procured by bidders in a foreign currency those components must be listed together with their prices in the relevant foreign currency in the schedule to SBD 3.1. To calculate the ZAR price of components procured in foreign currencies, bidders must make use of the relevant exchange rates listed in the table below.

<table>
<thead>
<tr>
<th>Currency</th>
<th>From ZAR to Foreign Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>British Pound, £</td>
<td>R1 = £ 17.89</td>
</tr>
<tr>
<td>U.S. Dollar, $</td>
<td>R1 = $ 13.62</td>
</tr>
<tr>
<td>European Euro, €</td>
<td>R1 = € 16.08</td>
</tr>
</tbody>
</table>

On the date on which the contract is signed by RIM and the preferred bidder (or on such other date prior to the contract signature, as may be negotiated and agreed between the parties) the final contract price for the components procured in foreign currencies will be fixed in ZAR in accordance with the spot exchange rate applicable on the date of contract signature or such other prior date as may be agreed. As at the signature date the bidder must have a hedging contract in place to mitigate the impact and risk of exchange rate fluctuations on the bidder's ability to perform in terms of the contract from the date on which the contract is signed.

A Firm Price is defined as the price that is only subject to adjustments 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, tax, which in terms of the law or regulation, is binding on the Potential Bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the awarded Bid contract. The firm price excludes hedging costs. The hedging costs must be specified separately. The hedging costs will not be taken into consideration for the purpose of the adjudication of price, which will be based on the fixed price only.

The hedging contract must be concluded by the bidder but will be funded by RIM. The bidder will have the sole responsibility for the implementation and management of foreign currency hedging instruments for the purposes of providing protection against the exposure to fluctuations in Rand. If RIM is able to procure substantially similar hedging arrangements at a lower cost or if RIM will enjoy some financial benefit as a result of the procurement of such hedging arrangement, RIM may require...
that the preferred bidder enter into the aforesaid hedging arrangements and the contract price shall be, where applicable, reduced accordingly. Accordingly, RIM reserves the right to require the procurement of a hedging arrangement which provides the best value for money, and not necessarily the cheapest hedging arrangement.

No costs/prices that are indicated as “subject to confirmation” (or any other similar indication thereby rendering the price as not being firm) will be considered.

Only Firm Prices quoted for the duration of the resulting order and/or Bid contract will be considered (the only price adjustment that will be allowed is an adjustment as at the date of signing the contract of the exchange rate for components of the vessel that are procured in foreign currencies).

For the Pricing and Delivery Schedules as specified above, and the associated SBD’s, refer to Annexure A3 (SBD3.1)

**Foreign currency risk**

As explained above, bidders will be required to provide a firm price in ZAR. The ZAR price for any components procured in foreign currency will be derived from the rate of exchange reflected in the standardised foreign exchange rate table above. The actual contract price will be adjusted on the date of the signature in accordance with the spot rate of exchange applicable on the date of signature, or at a date prior to signature as may be agreed.

The risk in respect of currency fluctuation between bid submission and signature of the contract will be regulated in the following way:

- if the variance in price due to currency fluctuation is less than 5% of contract price, RIM would bear the cost or benefit of such variance;
- the parties would equally share the cost of any variance above 5%, which must be set off against the contract price; and
- if the variance exceeds 15% and the parties cannot agree on a contract price which results in a lower variance percentage, then RIM reserves the right not to sign the contract, cease negotiations with the preferred bidder, and either commence negotiations with another bidder or cancel the tender process.

The risk of currency fluctuations after the signature of the contract will be borne by the bidder and must be mitigated through the conclusion of a hedging contract as discussed above.

**NOTE:** Bidders should note that Robben Island Museum will only consider Fixed/Firm Price offers expressed in South African Rand [ZAR], with all applicable taxes included.
1. RETURN OF SURPLUS GOODS

1.1. Bidders are required to indicate whether they have a Return Policy in place, and if so, attach a copy of such a Return Policy to their Bid submission.

1.2. Bidders are required to indicate a reasonable timeframe during which Robben Island Museum may return any surplus goods, if applicable.

1.3. For the confirmation of whether a Return of Surplus Goods policy is in place, refer to Annexure G4 “Return of Surplus Goods” of Annexure G “Additional Bid Documents”.

2. MANUFACTURERS

2.1. The Bidders must state in Annexure B12 the actual Local Manufacturer/s of the Goods tendered for.

2.2. For the template of Local Manufacturers to be completed, refer to Annexure B12 “Manufactures” of Annexure B “Technical Bid Documents”.

3. INSPECTION DETAILS

3.1. The Bidders must state the actual name(s) and address(addresses) of the suppliers of the Goods, for purposes of inspection only. This information is required for validation purposes by the DTI.

3.2. For the template of Inspection Details to be completed, refer to Annexure G5 “Inspection Details” of Annexure G “Additional Bid Documents”.

4. IMPORTED CONTENT

4.1. The Bidders must state the value and percentage of the imported content, as well as the country of origin in respect of each item tendered for. This information is required for validation purposes by the DTI.

4.2. Where more than one country is applicable to one item, the Bidders must furnish this information separately.

4.3. For the template of Imported Content to be completed, refer to Annexure D3 “Imported Content” of Annexure D “Financial Bid Documents”.

[Signature]
5. EXCHANGE AND REMITTANCE

5.1. Robben Island Museum will only effect payment into a South African account of a South African Registered Company.

6. RISK

6.1. Bidders must elaborate on the control measures put in place by their entity, which would mitigate the risk to Robben Island Museum pertaining to potential non-performance by a Supplier, in relation to:

   a. Quality and specification of Goods delivered
   b. Continuity of supply
   c. Compliance with the Occupational Health and Safety Act, 85 of 1993
   d. Compliance with the Occupational Injuries and Disease Act, No. 130 of 1993 (COIDA)

6.2. For this Risk template to be completed by Bidders, refer to Annexure E3 “Risk” of Annexure E “Legal Bid Documents”.

7. REFERENCES

7.1. Bidders are requested to indicate a minimum of three [3] company names and contact details of previous and/or existing customers whom Robben Island Museum may contact to seek third party evaluations of a Bidder’s service levels.

7.2. For this References template to be completed by Bidders, refer to Annexure G6 “References” of Annexure G “Additional Bid Documents”.

8. FINANCIAL STABILITY

8.1. Bidders are required to submit their latest audited financial statements for the past three [3] years with their Proposal in order to enable Robben Island Museum to establish a Bidder’s financial stability. The respondent shall acknowledge and accept this requirement in way of Annexure D1 “Financial Stability” of Annexure D “Financial Bid Documents”.

8.2. The Preferred Bidder will be required to - prior to contract signature - provide a builder’s refund guarantee obtained from a first class South African Commercial bank. No other security or guarantee will be accepted.
9. COST BREAKDOWN

9.1. All Potential Bidders shall provide a high-level Cost Breakdown of the Vessel offered for the purposes of comparison with other offers received. This Cost Breakdown shall form part of the Returnable Documents that must be submitted as part of the Bid Submission. A Cost Breakdown shall be provided per the following main headings, with separate costs provided per sub-heading as part of the total cost of the main heading listed in paragraphs 1 – 7 below. A Cost Breakdown Template to be completed by Bidders is included in Annexure D2 of Annexure D “Financial Bid Documents to RFP.

9.1.1. Hull Structure
   a. Material (steel/aluminium) for Hull, Decks, Bulkheads in kilograms, inclusive of labour and consumables.
   b. Material (steel/aluminium) for Superstructure in kilograms, inclusive of labour and consumables.

9.1.2. Propulsion Plant and Main Machinery
   a. Main Propulsion Engines
   b. Reduction Gearboxes
   c. Shafts, inclusive of all seals and bearings
   d. Main Propulsion Engine Control System (Complete)
   e. Steering Gear System (Complete)

9.1.3. Electrical Plant
   a. Diesel Generator Sets
   b. Power Distribution System/Networks – Cabling
   c. Switchboards (24 V DC)
   d. Switchboards (380/220 V AC)
   e. Lighting (internal luminaires only)

9.1.4. Navigation and Communication Equipment
   a. ARPA Radar (complete, with display)
   b. Searchlight
   c. Signaling Lamp
   d. Navigation Lights (All)
   e. ECDIS (Complete)
   f. Speed Log
   g. AIS
   h. Echo-Sounder
   i. Autopilot System
   j. Gyro Compass
   k. Magnetic Compass
   l. Complete Interior Communications System (inclusive of talk-back, PA systems etc.)
   m. Complete Exterior Communications System (inclusive of VHF)
9.1.5. Auxiliary Systems

   a. Air Handling Units, or
   b. Split Type AC Units
   c. Complete Hot and Cold Fresh Water System, including UV filtration, Hydrophores, Calorifier etc.
   d. General Service Pump/s
   e. Fire Pump/s
   f. Anchor Windlass
   g. Automated Boarding Ramp (Complete)
   h. Novec or CO₂ Fixed Fire Fighting System (Complete)
   i. Sprinkler System (Complete)
   j. Pre-Heating for Main Propulsion Engines
   k. Pre-Heating for Diesel Generator Sets
   l. Biological Sewage Treatment System (Main unit/s only)

9.1.6. Integrated Logistic Support for Initial 12 Month Interim Support Period (Refer Annexure F)

   a. Maintenance Planning
   b. Supply Support
   c. Packaging, Handling, Storage and Transportation
   d. Technical Data
   e. Support and Test Equipment
   f. Training and Training Support
   g. Computer and Resources Support
   h. Facilities and Infrastructure

9.1.7. Total Cost of Classing Vessel

9.2. The following additional costs shall be included as part of the Cost Breakdown:

   a. All Potential Bidders shall include a Cost Breakdown, in yearly increments, for the Logistic Support of the Vessel based on the requirements as specified in Annexure F1 “Integrated Logistic Support Plan” (ILSP) and the Preferred Bidder’s Issue 1 Integrated Support Plan. This Cost Breakdown shall cover yearly Logistic Support cost estimates for the Ferry for the first 5 years of operation after completion of the Interim Support Period.

   NOTE: The additional five (5) year Logistic Support and the associated Terms and Conditions, in-line with the ISP and ILSP, shall be a costed option and must therefore be costed for separately. This cost must not be included as part of the final Bid price as part of the Bid submission.

   b. All Potential Bidders shall, as part of their Bid submission, include a costed five (5) year Extended WP to commence upon completion of the initial mandatory twelve (12) month WP specified in Annexure B13 “Warranties Requirement Guideline”. This costed, extended, WP option may be considered by RIM.
NOTE: The Extended WP shall be a costed option and must therefore be costed for separately. This cost must not be included as part of the final Bid price. Additionally, the Extended Warranty Period costed for by the Bidder shall not include items that have an OEM specific Warranty Period exceeding the initial 12 Months, that will be covered partially, or completely, during the Extended Warranty Period.

10. FINANCIAL FRAMEWORK

10.1. The Yard shall be deemed to have satisfied itself before Contract Award with regard to the Specification, the extent and nature of its obligations of all documents delivered as the tender package. The correctness and sufficiency of the rates and prices used by the Yard in arriving at the agreement on the Fixed Contract Price have to be obtained and all required information as to the risks, contingencies and other circumstances, which may not under any circumstances influence or affect the Fixed Contract Price.

10.2. No claim and/or adjustment to the Fixed Contract Price by the Yard will be considered in respect of insufficient and/or incomplete information (including rates and prices) and/or assumptions made on account of the Specification or the Works, materials or services to be performed or supplied being different from those assumed by it in compiling the Fixed Contract Price.

10.3. Variations and adjustments during negotiation after announcement of preferred bidder will be discussed before award of contract. RIM reserves the right to negotiate changes to the payment structure during the course of the contract negotiations.

10.4. For the Financial Framework (incorporated in the New Build Contract) information, refer to Annexure C6 “New Build Contract” of Annexure C “Contractual Bid Documents”.

[Signature]
SECTION 4: PROPOSED CHANGES TO RFP DOCUMENTS

4.1. An alternative Bid is allowed only if a main Bid/offer has been provided.

4.2. Changes to the RFP documents are only allowed if a main Proposal, complying fully with the RFP documents, has also been provided.

4.3. For this Changes to RFP documents template to be completed by Bidders in the event that any changes are proposed, refer to Annexure G3 “Changes to RFP Documents” of Annexure G “Additional Bid Documents”.
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 5: NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

5.1. As stated in Annexure A10 “DTI Requirements Guideline”, it is envisaged that the imported content associated with the Bid will not exceed the value of 10 Million US Dollars upon Bid award. All Potential Bidders are still required to complete the SBD5 form, and comply with all the associated requirements therein. Additionally, the successful Preferred Bidder shall submit details of the Bid contract to the DTI to ensure the effective implementation of the NIP in terms of Multiple Contracts, if any.

5.2. For this National Industrial Participation Programme document to be acknowledged and signed by the Bidder, refer to Annexure A5 (SBD5) of Annexure A “Standard Bid Documents”.

[Signature]
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 6: CENTRAL SUPPLIER DATABASE

6.1. Bidders are required to be registered on the National Treasury’s Central Supplier Database and are to provide proof of this registration.

6.2. The Central Supplier Database maintains a database of organisations, institutions and individuals who can provide goods and services to government. The CSD will serve as the single source of key supplier information for organs of state from 01 April 2016 providing consolidated, accurate, up-to-date, complete and verified supplier information to procuring organs of state.

6.3. Prospective suppliers interested in pursuing opportunities within the South African government are encouraged to self-register on the Central Supplier Database. This self-registration application represents an expression of interest from the supplier to conduct business with the South African government. Once submitted, your details will be assessed for inclusion on the Central Supplier Database.

6.4. For more information, refer to the National Treasury Central Supplier Database for Government website:

https://secure.csd.gov.za/
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 7: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

7.1. A Tender/Bid submitted:

a. by a registered company may not be considered unless accompanied by a resolution by the directors of the company authorising the tender/bid to be made and the signatory to sign the tender on the company's behalf;

b. by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorising the tender to be made and the signatory to sign the tender on the close corporation's behalf; or

c. by a partnership/joint venture/consortium may not be considered unless accompanied by written authority from all the joint venture/consortium partners authorising the tender to be made and the signatory to sign the tender on the joint venture/consortium's behalf.

7.2. For this Signing Power-Resolution of Board of Directors form to be completed and signed, refer to Annexure C1 “Signing Power-Resolution of Board of Directors” of Annexure C “Contractual Bid Documents”.

[Signature]
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 8: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

8.1. The Bidder is required to be acquainted with all the documentation comprising this RFP and all conditions contained herein.

8.2. For this Certificate of Acquaintance with RFP Documents to be completed and signed by the Bidders, refer to Annexure C2 “Certificate of Acquaintance with RFP Documents” of Annexure C “Contractual Bid Documents”.
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 9: CERTIFICATE OF ACQUAINTANCE WITH THE NEW BUILD CONTRACT

9.1. The Bidder is required to be acquainted with the BIMCO New Build Contract of this RFP, attached hereto as Annexure C6 “New Build Contract”.


9.3. For this Certificate of Acquaintance with the New Build Contract, refer to Annexure C3 “Certificate of Acquaintance with the New Build Contract” of Annexure C “Contractual Bid Documents”.

[Signature]
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 10: CERTIFICATE OF ACQUAINANCE WITH THE GENERAL CONDITIONS OF CONTRACT

10.1. The Bidder is required to be acquainted with the General Conditions of Contract, attached hereto as Annexure C5.

10.2. For this Certificate of Acquaintance with the General Conditions of Contract, refer to Annexure C4 “Certificate of Acquaintance with the General Conditions of Contract” of Annexure C “Contractual Bid Documents”.

[Signature]
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY'S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 11: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

11.1. The Bidder is to disclose, and declare, any information regarding prior abuse of the SCM system. A background check will be conducted to ensure that Potential Bidders are not listed on the Database of Restricted Suppliers, the Register for Tender Defaulters, the Bidder or any of its directors have been convicted by a court of law for fraud or corruption in the past five [5] years, or if any Bid contract between the Potential Bidder and any Organ of State or Public Entity was terminated in the past five [5] years on account of non-compliance with the Bid contract.

11.2. For this Declaration of Bidders Past Supply Chain Management Practices to be completed and signed by all Bidders, refer to Annexure A8 (SBD8) of Annexure A “Standard Bid Documents”.
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 12: CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS

12.1. The Bidder is required to be acquainted with the Specifications of this RFP, attached hereto as Annexure B1 “Technical Specification”.

12.2. For this Certificate of Acquaintance with the Specifications, refer to Annexure B11 “Certificate of Acquaintance with Specifications” of Annexure B “Technical Bid Documents”.

[Signature]
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY'S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 13: CERTIFICATE OF INDEPENDENT BID DETERMINATION

13.1. This section refers to the Certificate of Independent Bid Determination, wherein the Potential Bidder declares that he/she/they have independently arrived at the accompanying Bid without consultation, communication, agreement or arrangement with their competitors, unless between partners in a joint venture.

13.2. For this Certificate of Independent Bid Determination to be completed and signed by all Bidders, refer to Annexure A9 (SBD9) of Annexure A “Standard Bid Documents”
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 14: INSURANCE PROVIDED BY THE SUPPLIER

14.1. The Supplier shall provide the insurance stated in Annexure E4, except any insurance that Robben Island Museum is to provide. Notwithstanding this information, all costs related to insurance are deemed included in the Bidder’s rates and prices quoted in the RFP’s returnable Annexure A1 (SBD1) and Annexure A3 (SBD3.1) of Section 3.

14.2. For this Insurance Provided by the Supplier table that shall be populated by all Bidders, refer to Annexure E4 “Insurance Provided by the Supplier” of Annexure E “Legal Bid Documents”
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 15: JOINT VENTURE AGREEMENT (IF APPLICABLE)

15.1. In the case of Joint Ventures/Consortiums, a copy of the Joint Venture agreement must be submitted with the tender document detailing the percentage of the contract value managed or executed by the Broad-Based Black Economic Empowerment (B-BBEE) partners.
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 16: CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

16.1. The successful Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Bidder be awarded the contract [the Agreement] and fail to present Robben Island Museum with such renewals as and when they become due, Robben Island Museum shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Robben Island Museum may have for damages against the Bidder.

16.2. For this Continued Validity of Returnable Documents, refer to Annexure C7 “Certificate of Continued Validity of Returnable Documents” of Annexure C “Contractual Bid Documents”

16.3. A tender submitted shall remain valid, irrevocable and open for acceptance by RIM for 120 (one hundred and twenty) days.

16.4. A submitted tender shall further be deemed to remain valid after the expiry of the above mentioned 120-day period, until formal acceptance by RIM, unless RIM is notified in writing by the Bidder of anything to the contrary (including any further conditions the tenderer may introduce).

16.5. Any further conditions that the Bidder may introduce will be considered at the sole discretion of RIM.
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

SECTION 17: LIST OF RETURNABLE DOCUMENTS

17.1. This RFP in its entirety, as indicated in the footer of each page, must be signed by the Bidder.

17.2. **Returnable Documents** means all the Documents, Sections and Annexures, as listed in the tables below:

17.3. Please confirm submission of all the Returnable Documents detailed below by so indicating [Yes or No] in the table below, as well as adding a reference to the Bidder’s submitted proposal documents as to the location of the information as requested in the table:

<table>
<thead>
<tr>
<th>List of Returnable Documents</th>
<th>Submitted</th>
<th>Reference to Bidder’s Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFP</strong></td>
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<tr>
<td>Original RFP – Bound and Signed</td>
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<tr>
<td>Additional Electronic Copy of RFP, All Supporting Documents and Bidder’s Proposal on CD/DVD</td>
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<tr>
<td>Information on Ship Building Facility in South Africa</td>
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<tr>
<td>Proven Record of Accomplishment with a Classification Society</td>
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<tr>
<td>Pre-Qualification Records</td>
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<tr>
<td>Local Content Project Plan</td>
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<td>Reports on Compliance to: Noise and Vibration Levels</td>
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<td>Main Engine and Generator Emissions</td>
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<tr>
<td>Other ~ Specify</td>
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<tr>
<td><strong>Annexure A</strong></td>
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<tr>
<td>Annexure A1: SBD 1 - Completed</td>
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<td>Annexure A2: SBD 2 - Completed</td>
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<td>Annexure A3: SBD 3.1 - Completed</td>
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<td>Annexure A4: SBD 4 - Completed</td>
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<td>Annexure A6: SBD 6.1 - Completed</td>
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<td>Annexure A7: SBD 6.2 - Completed</td>
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<td>Annexure A9: SBD 9 - Completed</td>
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<tr>
<td>Valid Tax Clearance Certificate/s - Verified</td>
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<tr>
<td>Valid and Original B-BBEE Status Level Verification Certificate/s - Verified</td>
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<tr>
<td>Proof SARB Rate of Exchange used in terms of Imported Content</td>
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<tr>
<td>Declaration C (Annexure C of Annexure A of the RFP) - Verified</td>
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</tbody>
</table>

**Annexure B**

- Midship Section and Plan
- Full Particulars of **All** Machinery and Equipment (Including Completed Data Sheets)
- High definition photos (in digital format) of previous builds
- **List of All** Working or Detail Drawings to be Prepared for Construction
- General Arrangement
- Deck Arrangements
- Anchor Arrangement
- Tank Capacity Plan
- Steering Arrangement
- Propulsion Arrangement
- Details of Propulsion Units
- Main Engine Performance Data
- Preliminary Resistance and Powering calculations
- Preliminary Safety Plan
- Preliminary Evacuation Plan
- Preliminary Fire Control Plan
- Preliminary Weight Estimate
- Integrated Ramp Details
- Annexure B1: Technical Specification
- Bidder's Paragraph by Paragraph Conformance to Technical Specification
- Annexure B2: Bidder's Design
- Annexure B3: Plant and Materials
- Annexure B4: Technical Data
- Annexure B5: Proposed Subcontractors/Consultants
- Annexure B6: Management and CV's of Key Persons
- Annexure B7: Quality Control Plan
- Annexure B8: Programme and Method Statement
<table>
<thead>
<tr>
<th>Annexure B9: Technical Pre-qualification</th>
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</thead>
<tbody>
<tr>
<td>Pre-Qualification Records</td>
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<tr>
<td>Annexure B11: Certificate of Acquaintance with Specifications</td>
</tr>
<tr>
<td>Annexure B12: Manufacturers</td>
</tr>
<tr>
<td>Issue 1 LCC Plan/Breakdown (Inclusive of Trade-Off Studies, if Any)</td>
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<tr>
<td>Spares List (Critical Spares)</td>
</tr>
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**Annexure C**

<table>
<thead>
<tr>
<th>Annexure C1: Signing Power - Resolution of Board of Directors</th>
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</thead>
<tbody>
<tr>
<td>Annexure C2: Certificate of Acquaintance with RFP Documents</td>
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<tr>
<td>Annexure C3: Certificate of Acquaintance with the New Build Contract</td>
</tr>
<tr>
<td>Annexure C4: Certificate of Acquaintance with the General Conditions of Contract</td>
</tr>
<tr>
<td>Annexure C7: Certificate of Continued Validity of Returnable Documents</td>
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</tbody>
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**Annexure D**

<table>
<thead>
<tr>
<th>Annexure D1: Financial Stability - Latest, Audited Financial Statements Signed by Accounting Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexure D2: Cost Breakdown</td>
</tr>
<tr>
<td>Annexure D3: Imported Content</td>
</tr>
</tbody>
</table>

**Annexure E**

<table>
<thead>
<tr>
<th>Annexure E1: Non-Disclosure Agreement</th>
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<tbody>
<tr>
<td>Annexure E2: Risk</td>
</tr>
<tr>
<td>Annexure E3: Insurance Provided by the Supplier</td>
</tr>
</tbody>
</table>

**Annexure F**

| Bidder Issue 1 ISP                                                                               |

**Annexure G**

| Annexure G3: Changes to RFP Documents                                                            |
| Annexure G4: Return of Surplus Goods                                                             |
| Annexure G5: Inspection Details                                                                  |
| Annexure G6: References                                                                         |
MANUFACTURE, DELIVER AND COMMISSION ONE NEW HIGH-SPEED PASSENGER FERRY OF PROVEN DESIGN, OPERATING IN THE TABLE BAY AREA BETWEEN THE NELSON MANDELA GATEWAY AT THE VICTORIA AND ALFRED WATERFRONT IN CAPE TOWN HARBOUR, AND MURRAY’S BAY HARBOUR AT ROBBEN ISLAND.

ANNEXURES

ANNEXURE A: STANDARD BID DOCUMENTS

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| Annexe A2 | SBD 2 – Tax Clearance Certificate Requirements |
| Annexe A3 | SBD 3.1 – Pricing Schedule – Firm Prices |
| Annexe A4 | SBD 4 – Declaration of Interest |
| Annexe A5 | SBD 5 – The National Industrial Participation Programme |
| Annexe A6 | SBD 6.1 – Preference Points Claim Form |
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| Annexe A8 | SBD 8 – Declaration of Bidder’s Past SCM Practices |
| Annexe A9 | SBD 9 – Certificate of Independent Bid Determination |
| Annexe A10 | DTI Requirements Guideline |
| Annexe C (of A) | Local Content Declaration Summary Schedule |
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ANNEXURE B: TECHNICAL BID DOCUMENTS

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| Annexe B2 | Bidder’s Design |
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**ANNEXURE C: CONTRACTUAL BID DOCUMENTS**

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<tr>
<td>Annexure C4</td>
<td>Certificate of Acquaintance with the General Conditions of Contract (appended hereto as Annexure C5)</td>
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<tr>
<td>Annexure C5</td>
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**ANNEXURE D: FINANCIAL BID DOCUMENTS**

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