

REQUEST FOR QUOTE (RFQ) FOR SALE AND REMOVAL OF THE SAS SOMERSET

1. Background

The *SAS Somerset* ("**Vessel**" or "**SAS Somerset**"), previously a commissioned ship in the South African Navy, was a Museum Ship of the South African Cultural History Museum, one of the five museums that amalgamated in terms of the Cultural Institutions Act, 1998 (Act No. 119 of 1998) to form the Southern Flagship Institution now known as Iziko Museums of South Africa ("**Iziko**"). While a commissioned ship in the South African Navy, the *SAS Somerset* played an important role in the history of marine salvage in South Africa. She is currently berthed in the Marina Basin next to the Two Oceans Aquarium in the Victoria & Alfred Waterfront in Cape Town ("**V&A Waterfront**"). On 3 August 2018 the Minister of Arts and Culture (office subsequently renamed the Minister of Sport, Arts and Culture) gave ministerial approval for the de-accessioning of the *SAS Somerset* and Iziko accordingly decided that the Vessel shall therefore no longer form part of the historic collection held by Iziko and is to be sold.

2. Overview

Iziko invites service providers to submit a quotation to:

- (1) Purchase the *SAS Somerset Voetstoots* in its entirety exclusive of the heritage objects and the Selected Heritage Objects dealt with in accordance with paragraph 3.5 below, and to safely move the *SAS Somerset* from where she is currently berthed to an alternative berth ("**Alternative Berth**") at the Port of Cape Town ("**Port**") where the Selected Heritage Objects (as defined in paragraph 3.5) can be lawfully removed and the Vessel subsequently stabilised for whatsoever safe use the purchaser may have for the Vessel;
- (2) to procure insurance for the Vessel in accordance with paragraph 3.2 below;
- (3) to remove the Selected Heritage Objects from the Vessel (or to appoint a suitable service provider for such removal) and to appoint a suitable service provider to safely deliver the Selected Heritage Objects to Iziko's warehouse located within a 20km radius from the Cape Town City Centre; and
- (4) make all necessary arrangements for the Vessel to be registered in the name of the purchaser on the Ship Registry at the South African Maritime Authority ("**SAMSA**").

The details of the *SAS Somerset* summarised in Table 1 below will assist in the development of the quotation.

Table 1: Dimensions of the SAS Somerset

Type	Bar-class Boom Defence Vessel
Length	193.57 ft (59 m)
Beam	32.02 ft (9.76 m)
Draught	11.06 ft (3.37 m)
Gross tonnage	960
Net tonnage	750
Engine	Vertical Triple-expansion Reciprocating Engine
Shafts	One
Armament	One 12-pounder AA gun

For further details please see the *SAS Somerset* Brochure attached as **Annexure A**.

3. Requirements

Iziko and the Successful Bidder shall be required to enter into a Sale of Vessel Agreement substantially in the form of the Sale of Vessel Agreement attached as **Annexure B ("Sale of Vessel Agreement")**.

The Successful Bidder will be responsible for safely moving the Vessel on or after the Delivery Date (as defined in the Sale of Vessel Agreement) in terms of the provisions of the Sale of Vessel Agreement, from where she is currently berthed to the Alternative Berth where the Selected Heritage Objects can be safely removed (as further dealt with in paragraph 3.5 of this RFQ) and the Vessel can be stabilised for the intended safe use of the Vessel by the purchaser after the Vessel has been registered in the purchaser's name on the Ship Register at SAMSA. The Successful Bidder shall further procure that all works performed in respect of the Vessel occurs within the permitted working hours as prescribed by the V&A Waterfront and/or the Port.

3.1 Moving of Vessel from Current Berth

In preparation for the Vessel to be moved the following has been completed already by Iziko ("**Iziko Preparation Work**"):

- 3.1.1 removal of all asbestos;
- 3.1.2 removal of oily water;
- 3.1.3 blanking of sea chest; and
- 3.1.4 debunkering.

The Successful Bidder must submit a Removal Plan for the removal of the Vessel from her current berth to the Alternative Berth where the Selected Heritage Objects will be removed and the Vessel stabilized for safe use by the Successful Bidder ("**Removal Plan**"). The Removal Plan will also be shared with the V&A Waterfront and Transnet National Ports Authority ("**TNPA**") for approval. The Removal Plan should be detailed and include timelines, exact details of how the Vessel will be moved including clearly indicating the areas where the tug can safely push and pull the hull of the Vessel without causing damage to the Vessel, how the Selected Heritage Objects will be removed, how the Vessel will be stabilized for safe use and intended use of the Vessel by the Successful Bidder.

The Successful Bidder must properly and safely prepare the Vessel and obtain all required permits, consents or authorisations before she is moved to the Alternative Berth in accordance with the Removal Plan. This preparation includes but is not limited to closing off all deck hatches, watertight doors and non-essential openings securely, ensuring that flotation devices are available when the Vessel is moved.

The Successful Bidder must ensure that the Vessel is free of all environmental pollutants not covered under the Iziko Preparation Work, (including but not limited to all heavy metals, hydrocarbons, ozone-depleting substances and polychlorinated biphenyls) and obtain the pollutant free certificates from SAMSA and/or as required in terms of the rules of the Port ("**Port Rules**").

For the avoidance of any doubt, all the aforementioned environmental pollutants shall be removed and the Vessel moved by the Successful Bidder in accordance with the Removal Plan, the Port Rules and all applicable maritime, marine, environmental and health and safety laws and regulations.

3.2 Insurance

Pursuant to the sale of the Vessel to the Successful Bidder in terms of the Sale of Vessel Agreement, risk and ownership of the Vessel shall pass to the Successful Bidder and Iziko will not be liable for any claims in respect of the Vessel, in part or as a whole, including the removal, dismantling or scrapping of the Vessel, or the Successful Bidder breaching any terms of the Sale of Vessel Agreement. The Successful Bidder must accordingly as a condition to the Sale of Vessel Agreement also arrange comprehensive insurance for the Vessel including but not limited to wreck removal and pollution insurance and any other insurance required by the V&A Waterfront, the TNPA or in terms of the Port Rules.

3.3 Environmental Plan

Bidders are advised that, in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998) ("**NEMA**") as amended, reasonable measures must be taken to ensure that any activity does not result in the pollution of the environment and that the cost of environmental damage shall be borne by, amongst others, the person responsible for the damage. The Successful Bidder will be responsible for any environmental damage contemplated in NEMA including any damage payments, costs, penalties, fines or remedial payments required to be made pursuant thereto and must thus submit a comprehensive Environmental Management Programme ("**EMP**") completed in accordance with the applicable legislation including the Port Rules, requirements of NEMA and to the extent that the Vessel will be scrapped the TNPA Standard Requirements for Cutting or Scrapping of Vessels ("**TNPA Scrapping Rules**"). In preparing the EMP, the Successful Bidder must consider all obligations in terms of the Port Rules, all applicable environmental and health and safety laws and to the extent that the Vessel will be scrapped the TNPA Scrapping Rules.

3.4 Health and Safety

The Successful Bidder must comply with all applicable health and safety requirements including, but not limited to, the following:

- 3.4.1 the health and safety requirements listed in the Port Rules;
- 3.4.2 the health and safety specification of the V&A Waterfront, as listed in the Health and Safety Specification document attached as **Annexure C** (and submit this specification to Iziko and the V&A Waterfront);
- 3.4.3 the Maritime Occupation Safety Regulations, 1994, in so far as is applicable; and
- 3.4.4 submit a Health and Safety Plan prepared in accordance with all relevant health and safety laws and regulations.

3.5 Heritage Objects

Save for the exceptions listed below, Iziko will remove all heritage objects from the Vessel, which objects are to be retained in line with requirements of the South African Heritage Resources Agency ("**SAHRA**") and the the National Heritage Resources Act, No 25 of 1999 ("**NHRA**"), before the Vessel is sold to the Successful Bidder. The following heritage objects ("**Selected Heritage Objects**") cannot be removed before the Vessel is moved as it will affect the stability of the Vessel and may also present safety risks-

- 3.5.1 12 pounder gun;
- 3.5.2 radar tower;
- 3.5.3 springbok emblems;
- 3.5.4 weather vane;
- 3.5.5 seals on main mast;
- 3.5.6 brass flute on funnel; and
- 3.5.7 brass horn on funnel.

The Selected Heritage Objects shall remain the property of Iziko notwithstanding the sale of the Vessel to the Successful Bidder. The Successful Bidder is further required to remove the Selected Heritage Objects from the Vessel (or to appoint a suitable service provider for such removal), in line with the requirements of SAHRA and in terms of the provisions of the NHRA and related regulations, after the Vessel has been moved from her current berth to the Alternative Berth. A representative of Iziko shall be entitled to inspect the Vessel at any time until the Selected Heritage Objects have been removed from the Vessel and safely delivered to Iziko and Iziko shall be entitled to appoint a security officer at its cost to guard the Vessel at the Alternative Berth 24 hours a day 7 days a week from the Delivery Date (as defined in the Sale of Vessel Agreement) and until the Selected Heritage Objects are safely delivered to Iziko, to ensure the safety and security of the Selected Heritage Objects. Once the Selected Heritage Objects have been removed from the Vessel the Successful Bidder shall be responsible to safely transport the Selected Heritage Objects or appoint a suitable service provider to safely transport the Selected Heritage Objects at the cost of Iziko to the Iziko storage site located within a 20km radius from the Cape Town City Centre within 14 days from the Delivery Date (as defined in the Sale of Vessel Agreement).

The anchor and propeller of the Vessel also constitute heritage objects but Iziko has obtained the consent of SAHRA and may accordingly sell the Vessel with the anchor and propeller and these heritage objects therefore do not form part of the Selected Heritage Objects.

Important to note: The Vessel or any scrap from the scrapping of the Vessel may not be removed from the Port or the V&A Waterfront until the Selected Heritage Objects are removed and delivered to Iziko at Iziko's satisfaction. Should the Successful Bidder not wish to scrap the Vessel at the Alternative Berth and the Synchronlift situated at the Port, the Vessel may only be removed from the Port or the V&A Waterfront if the Vessel is stable and can be removed as such in accordance with the Removal Plan, the Port Rules, the TNPA Scrapping Rules to the extent applicable and all other applicable South African and International maritime, marine, environmental and health and safety laws and regulations.

4. Quotation

The quotation should include all the following elements:

- 4.1 indicate the purchase price the Successful Bidder is willing to pay for the Vessel which must take into consideration all requirements stipulated;
- 4.2 a separate quote to remove the Selected Heritage Objects from the Vessel (or for the appointment of a suitable service provider for such removal); and
- 4.3 a separate quote for the safe transport of the Selected Heritage Objects by the Successful Bidder, or the appointment of a suitable service provider to safely transport the Selected Heritage Objects, from the Alternative Berth where it is removed to the Iziko storage site located within a 20km radius from the Cape Town City Centre.

5. Appointment conditions

The contractual arrangement between Iziko and the Successful Bidder shall commence on the signature date of the Sale of Vessel Agreement but risk and ownership of the Vessel shall only pass to the Successful Bidder on the Delivery Date (as defined in the Sale of Vessel Agreement and being a date after all conditions precedent in the Sale of Vessel Agreement are fulfilled).

6. Supply Chain compliance documentation required

The following compliance documentation must be submitted with the RFQ:

- 6.1 valid B-BBEE certificate or a Sworn Affidavit
- 6.2 Central Supplier Database (CSD) registration report; if you are not registered on the CSD, please follow the following link <https://secure.csd.gov.za/account/register> in order to register; - if report shows non-tax compliant please provide your tax status Personal Identification Number (PIN); and
- 6.3 completed Form SBD 4 (see template attached as **Annexure D**);
- 6.4 written proof that it is in good standing with the TNPA.

7. Date for Site Visit

A briefing session and site visit to **take place at 12h00 on 13 and 17 March 2020 at the V&A Waterfront where the SAS Somerset is currently berthed.**

8. Closing Date for Submissions

Submissions must be submitted via email to the CFO Ms. Ronell Pedro at rpedro@iziko.org.za and Supply Chain Manager Ms. Nolu Ngwilikane at nngwilikane@iziko.org.za by no **later than 16h00 on 31 March 2020.**

Enquiries directed to:

Mr Paul Tichmann, Director: Collections and Digitisation - ptichmann@iziko.org.za

No late submissions will be accepted.

Annexure A

SAS Somerset Brochure

Annexure B

Sale of Vessel Agreement

Annexure C

V&A Waterfront Health and Safety Specification

Annexure D

Form SBD 4