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Department of Arts and Culture

01 November 2019

## TERMS OF REFERENCE

PROJECT NUMBER: SAHRA/HPM/05/11/2019

**THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED SECURITY SERVICE PROVIDERS TO SUBMIT QUOTATIONS FOR FARM PERIMETER PATROLS FOR A PERIOD OF TWO YEARS, ON THE DALJOSAFAT FARM, IN PAARL.**

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### 1. PURPOSE

The South African Heritage Resources Agency (SAHRA) invites suitably qualified and experienced Security service providers to submit quotations for farm perimeter patrols for a period of two years on the Daljosafat Farm, in Paarl.

### 2. HISTORICAL BACKGROUND

2.1 The Daljosafat Farm is based in Paarl and includes three (3) farmsteads, namely Roggeland, Non Pareille and Goede Rust which have been consolidated. The homesteads Goede Rust and Non Pareille were originally granted in 1690 and Roggeland in 1693. These farms were for centuries in the hands of the French Huguenots and their descendants.

### 3. CURRENT STATUS

3.1 The Farm was declared a national monument by Government Notice No. 291, as published in Government Gazette No. 9588 of 15 February 1985. It was subsequently assessed and declared as a National Heritage Site as per Gazette No: 32837, dated: 31/12/2009. It is the only resource of national heritage significance that is owned by SAHRA.

3.2 Daljosafat Farm is an open access property with no physical access security barrier. Without access control measures such as a physical security fence this has subjected the property to escalating level of vandalism and damage to an extent that municipal electrical infrastructure on already vandalized and vacant homesteads such as on Non Pareille continue to be looted; the thatched cottages on the



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property are subjected to high risk of fire; and there are frequent trespassing, dumping, loitering and an occurrence of illegal squatting.

- 3.3 The number of SAHRA officials based at the Paarl office is not adequate to effectively monitor 232 ha property with open and uncontrolled access. As such there is a need to increase SAHRA's capacity to physically put in place some measure of controlling access to the property by way of physical perimeter patrol services.

#### **4. PROPERTY DETAILS AND STATUS OF BUILT UNITS**

##### **4.1 Property Details**

- 4.1.1 Name: Farm 1341 No 1341 Paarl RD
- 4.1.2 Extent of property: 232.5850 hectare (ha)
- 4.1.3 The Dal Josafat Farm is located approximately 8km north east of the Paarl CBD. The area surrounding the property is made up of farms and low-cost residential developments in areas known as Groenheuwel and Mbekweni. The property borders the urban edge of Paarl.
- 4.1.4 The subject property is irregular in layout as a result of previous subdivisions and or consolidations. The farm measures 232.5850 ha and boasts a total of 19 buildings which excludes housing that are in a poor condition.
- 4.1.5 Access to the property can be gained from the Bo Dal Road, an unpaved road in a well-maintained condition. The access road is a low traffic route. The property is in moderate proximity to modern amenities such as banks, schools, places of worship, sports facilities, shopping centres, restaurants and retail facilities all located in the nearby town of Paarl.
- 4.1.6 The subject property slopes in a northerly direction towards the northerly Bo Dal Road, where after it again elevates in a northerly direction. Currently the Farm is covered with natural vegetation as no farming practices are undertaken. Areas surrounding the buildings offer maintained gardens. Overall a level topography is present.



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## 4.2 Status of Built Units

4.2.1 The farm is 232.5850 ha in extent and comprises of three farmsteads namely, Goede Rust, Non Pareille and Roggeland.

## 5 SCOPE OF SERVICES

- 5.1 The farm patrol is required for the full extent of the property including, but not limited to, the built heritage precinct.
- 5.2 Farm patrols for the full extent is required for three occurrences during the day and three occurrences during the night.
- 5.3 Emergency Response services as required by SAHRA
- 5.4 A record of patrols done must be logged and submitted to SAHRA as part of the monthly reporting.
- 5.5 The service provider is to ensure that the risks as highlighted in 3.3 above is limited and managed accordingly.
- 5.6 The Security Company must possess the necessary equipment and tools to assist the security guard on duty to protect the property and self.
- 5.7 The safety of the security personnel is the sole responsibility of the service provider. SAHRA will not be held accountable for any injuries and/or related events which may occur as of a result of any accident and/or incident while on duty.
- 5.8 It is expected that the service provider provides due diligence and commitment to the security services applied. Professionalism is expected at all times.
- 5.9 The service provider is to submit an invoice each month. All invoices must be accompanied by the monthly Incidence Report. Failure to submit the reports will result in payment not being effected.
- 5.10 To ensure proper pricing is submitted at the time of submission of quotation, the service provider must attend the compulsory briefing meeting. This will afford each interested service provider the opportunity to be fully aware of and to understand what is required of them in the procurement processes and in the execution of the proposed contract.



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## 6 TERMS AND CONDITIONS OF PROPOSALS

- 6.1 All costs and expenses incurred by potential service providers relating to their Tender Offer will be borne by the each respective service provider. SAHRA is not liable to pay such costs and expenses or to reimburse or compensate service providers in the process under any circumstances, including the rejection of any Tender Offer or the Cancellation of this project.
- 6.2 While SAHRA endeavors to ensure that all information provided to all potential service providers is accurate, it makes no warranty as to the accuracy or completeness of any information provided by it.
- 6.3 SAHRA reserves the right to waive deficiencies in project proposals. The decision as to whether a deficiency will be waived or will require the rejection of a project proposal will be solely within the discretion of SAHRA.
- 6.4 SAHRA reserves the right to request new or additional information regarding each service provider and any individual or other persons associated with its project proposal.
- 6.5 SAHRA reserves the right not to make any appointment from the proposals submitted.
- 6.6 Service providers shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by SAHRA.
- 6.7 Service providers shall not issue any press release or other public announcement pertaining to details of their project proposal without the prior written approval of SAHRA.
- 6.8 Service providers are required to declare any conflict of interest they may have in for which the tender is submitted or any potential conflict of interest. SAHRA reserves the right not to consider further any proposal where such a conflict of interest exists or where such potential conflict of interest may arise.



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- 6.9 A **valid Tax PIN**, issued by the South African Revenue Services, must be submitted, failing which the relevant service provider's proposal shall not be considered. (See attached application form for Tax Clearance Certificate)
- 6.10 Any and all project proposals shall become the property of SAHRA and shall not be returned
- 6.11 The proposals should be valid and open for acceptance by SAHRA for a period of 60 days from the date of submission.
- 6.12 Service providers are advised that submission of a project proposal gives rise to no contractual obligations on the part of SAHRA.
- 6.13 SAHRA reserves the right not to accept any proposal which does not comply with the TERMS OF REFERENCE and conditions set out in the proposal documents.
- 6.14 SAHRA reserves the right not to award the proposal to the service provider that scores the highest points.
- 6.15 Disputes that may arise between SAHRA and a service provider must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- 6.16 The Bid offers and proposals should be valid and open for acceptance by SAHRA for a period of 60 days from the date of submission.
- 6.17 All returnable Bid documents must be completed in full and be submitted together with the service provider's proposal.
- 6.18 The "Requirements for content of the project proposal" section above outlines the information that must be included in proposal offers. Failure to provide all or part of the information will result in your proposal being excluded from the evaluation process.



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- 6.19 All goods/service or products to be supplied to SAHRA shall be in full compliance with South African approved standards and in compliance to the specifications provided.
- 6.20 It is the conditions of this RFQ that, a quotation is submitted together with the following completed forms;
- a) SBD 1 Invitation to BID
  - b. SBD 2 Tax Clearance Requirements
  - c. SBD 3 Pricing Schedule
  - d. SBD 4 Declaration of Interests form.
  - e. SBD 6.1 Preference points claim form (valid BBBEE certificate must be submitted together with this completed document).
  - f. SBD 7.1 Contract Form (Purchase of Goods).
  - g. SBD 8 Declaration of Bidder's Past Supply Chain Management Practices.
  - h. SBD 9 Certificate of Independent Bid Determination
  - i. General Conditions of Contract (***Please initial each page, as proof that the bidder familiarised themselves with the content of the document***)
- 7 **NB: Failure to submit completed returnable forms as mentioned above will automatically disqualify your quotation. Please ensure that you submit an original valid tax clearance certificate.**

SAHRA reserves the right to revise any aspect of these timeframes at any stage, and to amend the process at any stage.



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## 8 EVALUATION CRITERIA

All proposal offers received shall be evaluated based on the following phase out approach:

• **Phase one:** Compliance to the terms of reference and conditions of the proposal. Failure to meet any of the conditions of the proposal will automatically disqualify your proposal on this phase.

• **Phase two:** Preference points for Broad-Based Black Economic Empowerment (BBBEE) Status Level of Contribution (80/20 preference points system), where 80 points are allocated to price, and 20 points are located to BBBEE status level as follows:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 9 Price (Vat included)

80 Points for price will be awarded with reference to the total fixed proposal amount inclusive of VAT. The service provider with the lowest price shall score the maximum 80 points.



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## 10 Submission of Offer

Tender Offers must be emailed to [dkolwane@sahra.org.za](mailto:dkolwane@sahra.org.za) . **It remains the onus of the service provider to ensure that their Tender Offer reaches the SAHRA no later than the closing date and time.**

## 11 Closing Date

**The closing date for the submission of Bids is Monday, 09 December 2019**

No late Bids shall be accepted.

## 12 Contact Details:

**Queries must be directed in writing to:**

Mr Disang Kolwane

Acting SCM Manager

Tel: 021 462 4502

Email: [dkolwane@sahra.org.za](mailto:dkolwane@sahra.org.za)