



an agency of the  
Department of Arts and Culture

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26 October 2020

## TERMS OF REFERENCE

**Bid number: SAHRA/FAC/26/10/2020**

**THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED SERVICE PROVIDERS TO SUBMIT QUOTATIONS FOR THE GRASS CUTTING AND CLEARING OF SHRUBS ON IDENTIFIED PROPERTIES OWNED BY SAHRA IN THE WESTERN CAPE.**

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### 1. PURPOSE

- 1.1 The South African Heritage Resources Agency (SAHRA) invites suitably qualified service providers to submit quotations for the grass cutting and clearing of shrubs on identified properties owned by SAHRA in the Western Cape.

### 2. BACKGROUND

- 2.1 The South African Heritage Resources Agency (SAHRA) is an agency of the Department of Sport, Arts and Culture (DSAC) and is the national administrative body responsible for the management and protection of South Africa's cultural heritage resources. It is a statutory entity established under the National heritage Resources Act, Act No. 25 of 1999. SAHRA's role is to coordinate the identification and management of the national estate.



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2.2 SAHRA owns and manages thirty-six properties of heritage significance in South Africa. The SAHRA properties have taken a prominent recognition on the organizational strategy as assets with potential to support the financial sustainability of the entity in the long term.

### 3. SCOPE OF WORK

3.1 The properties identified for grass cutting and the clearing of shrubs are:

- a) Onderdal School situated on Roggeland Road, in Paarl.
- b) Daljosafat Farm (identified areas), Roggeland Road, in Paarl
- c) Welcome Cottage, in Glencairn, Simon's Town
- d) Old Groenenberg School, in Wellington

3.2 The itemized pricing spreadsheet is attached as **Annexure A**. This pricing spreadsheet provides the scope of work together with the Terms of Reference. All pricing for the project must be completed on the itemized spreadsheet. Any item left unpriced shall be deemed to be covered in rates and prices incorporated elsewhere in the document.

3.3 All work will be measured and paid on work done.

3.4 The service provider is to take into account all costs related to this setting up on site and setting up of works and should be included in the Final Offer.

3.5 The service provider is expected to provide a programme of works with the submission of the quotation

3.6 The project completion is estimated to take no longer than two weeks from date of the inception meeting.



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- 3.7 Any delay caused by the service provider through his/her own means or failure to complete the work within the specified time-frames will be subject to a penalty fee per day, excluding VAT, as calculated by the Employer.
- 3.8 The service provider is responsible for the safety of his goods and personnel.
- 3.9 A labour record of all local labour employed on the project must be submitted each week, including the full name, physical address, identity numbers, and a certified copy of the Identify Document must be submitted.
- 3.10 The service provider must submit to the SAHRA a Completion Report at the end of the project before any final payment will be made. The report must be detailed to include images indicating progress of work, dates of work done and date of completion, before and after images and challenges that may have been experienced.

#### **4. TERMS AND CONDITIONS OF TENDERING**

- a. All costs and expenses incurred by potential service providers relating to their submission of the tender will be borne by 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 or the cancellation of this project.
- b. While SAHRA endeavours 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.



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- c. 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.
- d. 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.
- e. SAHRA reserves the right not to make any appointment from the tenders submitted.
- f. Service providers shall not make available or disclose details pertaining to the tender with anyone not specifically involved, unless authorized to do so by SAHRA.
- g. Service providers shall not issue any press release or other public announcement pertaining to details of their tender without the prior written approval of SAHRA.
- h. Service providers are required to declare any conflict of interest they may have in the transaction for which the tender is submitted or any potential conflict of interest. SAHRA reserves the right not to consider further any proposal and/or tender where such a conflict of interest exists or where such potential conflict of interest may arise.
- i. A valid original Tax Clearance Certificate, 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)
- j. Any and all project proposals and/or tenders shall become the property of SAHRA and shall not be returned.



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- k.** The tender should be valid and open for acceptance by SAHRA for a period of 30 days from the date of submission.
- l.** Service providers are advised that submission of a proposal and/or tender gives rise to no contractual obligations on the part of SAHRA.
- m.** It is expected of service providers to familiarise themselves with the property before submitting their tender offer.
- n.** SAHRA reserves the right not to accept any proposal and/or tender which does not comply with the TERMS OF REFERENCE and conditions set out in the tender documents.
- o.** Please note that SAHRA will view every proposal and/or tender against the spirit and purpose of the National Heritage Resources Act No 25 of 1999.
- p.** SAHRA reserves the right not to award, or not award the proposal / tender to the service provider that scores the highest points.
- q.** 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.
- r.** All returnable proposal / tender documents must be completed in full and submitted together with the service provider's quote.
- s.** 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 may result in your proposal being excluded from the evaluation process.



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- t. 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.
- u. It is the conditions of this RFQ that, a quotation is submitted together with the following completed forms; kindly submit fully completed Bid Documents.
  - a) SBD 1 Invitation Bid;
  - b) SBD 2 Tax Clearance certificate application form;
  - c) SBD 3.3 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) Contract Form – Rendering of Services;
  - g) SBD 8 Declaration of Bidders SCM practices;
  - h) SBD 9 Declaration of independent bid determination;
  - i) General Conditions of Contract (**PLEASE INITIAL EACH PAGE, AS PROOF THAT BIDDER FAMILIARIZED THEM WITH THE CONTENT OF THE DOCUMENT**).
  - j) Supplier Registration form (Complete only if not on SAHRA supplier database)

**NB: Failure to submit original 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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## 5. EVALUATION CRITERIA

a. 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 / tender. Failure to meet any of the conditions of the proposal / tender will automatically disqualify your proposal / tender 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 allocated to BBBEE status level as follows;

B-BBEE Contributor	Status Level	of	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



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**b. Price (Vat included)**

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

**6. SUBMISSION OF PROPOSALS / TENDERS**

Quotations / Tenders must be submitted in a sealed envelope, marked for the attention of:

**South African Heritage Resources Agency**

**Supply Chain Management unit**

**Bid number: SAHRA/FAC/26/10/2020**

**Project Name: Grass Cutting on identified sites owned by SAHRA.**

**9. CLOSING DATE:**

**Closing date for submission of quotations: 6 November 2020 at 11h00**

**No late tenders will be accepted after the closing date/time.**

**10. CONTACT INFORMATION**

**Supply Chain queries:**

Ms. Ayanda Mkhize

Acting Supply Chain Manager

South African Heritage Resources Agency

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