



an agency of the
Department of Arts and Culture

30 OCTOBER 2020

TERMS OF REFERENCE

Project Number: SAHRA/HPM/20/10/2020

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO SUBMIT QUOTATIONS FOR THE MAINTENANCE OF THE CELLAR ON GOEDE RUST, DALJOSAFAT FARM IN PAARL, WESTERN CAPE.

1. PURPOSE

- 1.1 The South African Heritage Resources Agency (SAHRA) hereby invites suitably qualified and experienced service providers to submit quotations for the maintenance of the Cellar on Goede Rust, Daljosafat Farm in Paarl, Western Cape.

2. BACKGROUND

- 2.1 The South African Heritage Resources Agency (SAHRA) is an agency of the Department of Arts and Culture and is the national administrative body responsible for the management and protection of South Africa's cultural heritage resources.
- 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 generate income towards assisting and supporting business operations and self-sustaining.
- 2.3 The Cellar on Goede Rust is one of the buildings on the Farm.
- 2.4 The Dal Josafat Farm based near Paarl includes three (3) farmsteads, namely Roggeland, Non Pareille and Goede Rust which have been consolidated. The farms 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.
- 2.5 The Farm was declared a national monument by Government Notice No. 291, as published in Government Gazette No. 9588 of 15 February 1985. It has a Grade I status (National Heritage Site) and is the only national heritage site owned by SAHRA.



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3. PROPERTY DETAILS:

- 3.1 Name: Farm 1341 No 1341 Paarl RD
- 3.2 Extent of property: 232.5850 hectare (ha)
- 3.3 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.
- 3.4 Construction Material and Finishes:
- Roof: Thatched / Corrugated Iron
 - Superstructure: Brick with plaster & paint
 - Window frames: Wooden window frames fitted with clear glass panes
 - Floor covering: Tiled Floors
 - Ceilings: Ceiling board

4. SCOPE OF SERVICES

- 4.1 The building identified for maintenance is referred to as the Cellar is situated on Goede Rust on the Daljosafat Farm.
- 4.2 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.
- 4.3 COVID-19 safety measures must be implemented therefore bidders must confirm their attendance at the site meeting which will be held at the stipulated date. The service provider must send an email to jroux@sahra.org.za clearly providing the name of the company, name of the attendee representing the company and confirmation of good health status.

Due to the COVID-19 safety measures that must be adhered too, service providers must consider the phased approach in the completion of the project which makes allowance only for a limited amount of employees in the unit. A draft programme of work must be submitted at the time of tender, including the number of employees that will be used at a time.



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- 4.4 All work will be measured and paid on work done.
- 4.5 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.
- 4.6 The service provider is expected to provide a programme of works with the submission of the tender taking into the consideration the phased approach and limited employees allowed on site.
- 4.7 All descriptions where trade names or propriety products are specified are deemed to include the phrase “or” “other approved”.
- 4.8 The project completion is estimated to take no longer than four weeks from date of site handover.
- 4.9 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.
- 4.11 The service provider is responsible for the safe-keeping of his goods and appoint at his/her own costs suitable and qualified security to the site/s during the period of contract (from date of Site Handover until Practical Completion).
- 4.12 The service provider must submit to the SAHRA an Inception Report at least three days after Site Handover.
- 4.13 The service provider must submit to the SAHRA a Completion Report before any final payments will be made to the service provider.
- 4.14 **Please note that any changes that anyone may propose to the property must be compliant with the National Heritage Resources Act No. 25 of 1999.**

5. THE FOLLOWING IS REQUIRED FROM THE POTENTIAL SERVICE PROVIDER

- 5.1 The Final Offer inclusive of VAT.
- 5.2 Proof of registration with the CIDB (**Level 1 GB or above may apply**)
- 5.3 Company profile



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- 5.4 Track record of similar projects undertaken (provide full details including references with names and contact numbers)

6. TERMS AND CONDITIONS OF TENDERING

- 5.1 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.
- 5.2 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.
- 5.3 SAHRA reserves the right to waive deficiencies in project proposals/quotations. The decision as to whether a deficiency will be waived or will require the rejection of a project proposal/quotation will be solely within the discretion of SAHRA.
- 5.4 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/quotations.
- 5.5 SAHRA reserves the right not to make any appointment from the tenders/quotations submitted.
- 5.6 Service providers shall not make available or disclose details pertaining to the tender/quotation with anyone not specifically involved, unless authorized to do so by SAHRA.
- 5.7 Service providers shall not issue any press release or other public announcement pertaining to details of their tender/quotation without the prior written approval of SAHRA.
- 5.8 Service providers are required to declare any conflict of interest they may have in the transaction for which the tender/quotation is submitted or any potential conflict of



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- 5.9 interest. SAHRA reserves the right not to consider further any proposal and/or tender/quotation where such a conflict of interest exists or where such potential conflict of interest may arise.
- 5.10A 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)
- 5.11 Any and all project proposals and/or tenders shall become the property of SAHRA and shall not be returned.
- 5.12 The tender should be valid and open for acceptance by SAHRA for a period of 30 days from the date of submission.
- 5.13 Service providers are advised that submission of a proposal and/or tender gives rise to no contractual obligations on the part of SAHRA.
- 5.14 It is expected of service providers to familiarise themselves with the property before submitting their tender offer.
- 5.15 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.
- 5.16 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.
- 5.17 SAHRA reserves the right not to award, or not award the proposal / tender to the service provider that scores the highest points.
- 5.18 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.
- 5.19 All returnable proposal / tender documents must be completed in full and submitted together with the service provider's quote.



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5.20 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.

5.21 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.

5.22 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 THE BIDDER FAMILIARIZED THEMSELVES WITH THE CONTENT OF THE DOCUMENT**).
- j) A valid Fidelity Fund Certificate.

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.

5.23 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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7. PROCESS FLOW AND TIMELINE

Request for quotation issued	Website	30 October 2020
Compulsory site briefing	Non Pareille, Dal Josafat Farm, in the Western Cape GPS coordinates: -33.689834, 19.002918	12 November 2020 Time :11:00
Closing Date	111 Harrington Street, Cape town ,8001	23 November 2020 Time:11:00 AM

7.1 Failure to attend the compulsory site briefing will result in those bids being disqualified from the evaluation process.

8. 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:** Prequalification criteria (Obtaining the minimum threshold for functionality as set out below)

No.	Quality Criteria	Sub-criteria	
			Points
1	Number of building maintenance contracts successfully completed. 5 or more contracts = 5 4 contracts = 4 3 contracts = 3 2 contracts = 2 1 contract = 1 Submit the full details of contracts completed, with the contact information of the Client.		60
2	Number of years of experience in the building maintenance industry: 5 or more years = 5 4 years = 4 3 years = 3 2 years = 2 1 year = 1 Submit company profile that indicates the company's years of experience in maintenance / refurbishments.		40
TOTAL			100



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A bidder must obtain a minimum of 60 points on the prequalification phase in order to progress to the next phase. Failure to obtain 60 points will render your proposal non-responsive.

- **Phase three:** preference points for Broad-Based Black Economic Empowerment (BBBEE) Status Level of Contribution (80/20 preference points system), where 80/90 points are allocated to price, and 20/10 points are allocated 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 Final Offer inclusive of VAT. The service provider with the lowest price shall score the maximum 80 points.

10. SUBMISSION OF TENDERS

Tenders must be submitted in a sealed envelope and marked for the attention of the:

Supply Chain Management

Bid No: SAHRA/HPM/20/10/2020

Project Name: Maintenance of the Cellar on Goede Rust Farm.

Tenders must be placed in the Tender Box located at:



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SAHRA's Head Office
111 Harrington Street,
Cape Town
Tel: 021 462 4502

SAHRA takes no responsibility for mailed tender documents. It is the onus of the service provider to ensure that the document is placed in the Tender Box before closing date and time.

11. CLOSING DATE AND TIME

Closing Date: 23 November 2020 at 11h00 AM. No late Tenders will be accepted
Compulsory site briefing: 12 November 2020 at 11h00, Cellar on Goede Rust.

12. For any further information, please send your request in writing to:

Ms Ayanda Mkhize
Supply Chain Manager
SAHRA
Tel: 021 462 4502
Email: amkhize@sahra.org.za