



SOUTH AFRICAN HERITAGE RESOURCES AGENCY

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TERMS OF REFERENCE

SAHRA/PROP/09/09/2022

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA)
INVITES REGISTERED MANAGING AGENT AND PROPERTY
MANAGEMENT COMPANY TO ADMINISTER THE RENTAL AND
DEBT COLLECTION FROM TENANTS OCCUPYING PROPERTIES
OWNED BY THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY
(SAHRA) IN PAARL



TERMS OF REFERENCE

1. PURPOSE

The South African Heritage Resources Agency (SAHRA) hereby invites registered managing agent and property management company to submit bids for the administering of rental and debt collections from tenants occupying the properties owned by the South African Heritage Resources Agency (SAHRA) in Paarl.

2. BACKGROUND

2.1 The South African Heritage Resources Agency (SAHRA) is an agency of the Department of Sports, 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 is a statutory organisation established under the National Heritage Resources Act, No 25 of 1999. The primary objective of SAHRA is to coordinate the identification and management of the national estate which is defined as heritage resources of cultural and other significance.

2.3 The SAHRA properties have taken a prominent recognition on the organizational strategy as assets with potential to support financial sustainability of the Entity in the long term. One of the uses of these properties is the leasing of habitable properties at a rental rate that may be deemed reasonable.

2.4 The properties are currently managed by SAHRA's Heritage Properties Management Unit.

3. SCOPE AND SERVICES REQUIRED

3.1 Currently the following property is available for a non-managed lease mandate:

3.1.1 Dal Josafat Farm: situated in Paarl, Western Cape. 9 Buildings are leased to tenants.



- 3.2 The scope of services of a suitably qualified service provider, and who is registered with the relevant bodies, for a non-managed lease mandate will include but not be limited to the following:
- 3.2.1 invoicing and collecting of rental every month.
 - 3.2.2 administering of lease agreements.
 - 3.2.3 advertise vacant property, arrange viewings and handovers with prospective tenants, assume responsibility of the application process which includes acquiring of supporting documentation and verification checks of new tenants.
 - 3.2.4 be the tenant/landlord liaison and deal with tenant queries that could be escalated to SAHRA if reasonably necessary.
 - 3.2.5 submit quarterly reports on the progress, financial analysis and success rates and challenges.
 - 3.2.6 produce monthly statements for tenants and follow up on any outstanding debt/age analysis.
 - 3.2.7 interest charges to be levied in terms of Notice 4653 of 2000, read with Section 80 of the Public Finance Management Act and National Treasury Regulation.
 - 3.2.8 administer the debt collection process.
 - 3.2.9 transfer monies collected over to SAHRA no later than the 01st day of each month.
- 3.3 The service provider is required to offer a reasonable, market related commission fee percentage on rental collected every month. The commission percentage due to the service provider is based on the total amount of rental collected by the service provider.
- 3.4 The service provider will liaise with SAHRA for the final approval of selection of tenants.
- 3.5 Reasonable rent charged and any other services which may be deemed relevant.



3.6 The service provider and SAHRA will enter into a Service Level Agreement.

4. THE FOLLOWING IS REQUIRED FROM THE POTENTIAL SERVICE PROVIDER

4.1 A quotation in respect of all commission fees for a non-management mandate. The service provider must reflect a detailed account of the fees

4.2 A minimum of five years experience in the industry.

4.3 Proof of qualification and registration with recognized bodies in South Africa

4.4 Proof of registration with the relevant professional bodies

4.5 Fidelity Fund certificate

4.6 Company profile

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

4.8 The service will be required for a twelve (12) month period.

5. TERMS AND CONDITIONS OF BIDS

5.1 All costs and expenses incurred by the potential service providers relating to their project proposal 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 proposal or the cancellation of this project.

5.2 SAHRA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its proposal.

5.3 SAHRA may require responsive bidders to present and discuss their proposals in person.

5.4 SAHRA reserves the right not to make any appointment from the proposals submitted.

5.5 Bidders shall not issue any press release or other public announcement pertaining to details of their project proposal without the prior written approval of SAHRA.





- 5.6 Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. It is important that bidders declare their conflict of interest through completion of relevant attached forms.
- 5.7 SAHRA reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- 5.8 Any and all project proposals shall become the property of SAHRA and shall not be returned.
- 5.9 The bid offers and proposals should be valid and open for acceptance by SAHRA for a period of 120 days from the date of submission.
- 5.10 Bidders are advised that submission of a proposal gives rise to no contractual obligations on the part of SAHRA.
- 5.11 SAHRA reserves the right not to award the bid to the bidder that scores the highest points.
- 5.12 Disputes that may arise between SAHRA and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- 5.13 In addition to adherence to the specific terms and conditions of proposals, provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract attached hereto, an original signed copy of which must be submitted together with all other bid documentation.
- 5.14 All returnable bid documents must be completed in full and submitted together with the bidder's proposal. Should the returnable documents not be completed, the bid will not be considered any further.
- 5.15 The successful bidder will be subject to supplier clearance process as prescribed by the National Treasury. This process includes verification of supplier and its shareholders/directors/members' status on the list of defaulters and restricted suppliers.
- 5.16 The proposal must include a company profile/ organization profile, comprising a description of the organization of the bidder, its primary business activity, clients experience, management etc, including at least three references for companies, to whom the service provider has supplied the same service.
- 5.17 After the successful service provider has received the purchase order, they must be able to deliver in full compliance with South African approved standards and in compliance to the specifications provided.



6. RETURNABLE DOCUMENTS

- a. SBD 1 Invitation Bid
- b. SBD 2 Tax Clearance Certificate Requirements
- c. SBD 3.1 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 7.2 Contract Form – (Rendering of Services)
- g. General Conditions of Contract
- h. SBD 8 Declaration of Bidder's Past Supply Chain Management Practices
- i. SBD 9 Certificate of Independent Bid Determination

NB: Failure to submit original completed returnable forms as mentioned above will automatically disqualify your bid.

7. EVALUATION CRITERIA

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

- **Phase one:** Compliance to the terms of reference and conditions of the bid. Failure to meet any of the conditions of the bid will automatically disqualify your bid 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 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

8. 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.



9. SUBMISSION OF BIDS

Project bids must be submitted in a sealed envelope, marked as confidential and for the attention of **Supply Chain Management - Bid No: SAHRA/PROP/08/09/2022**

Bids must be deposited in the Tender Box located in Cape Town:

South African Heritage Resources Agency

111 Harrington Street

Cape Town

8000

Tel: 021 462 4502

Bids can also be emailed to: **tenderinfo@sahra.org.za**

It remains the onus of the service provider to ensure that their Tender Offer reaches the SAHRA office no later than the closing date and time.

10. CLOSING DATE AND TIME: 16 SEPTEMBER 2022 at 11:00

NO LATE TENDERS WILL BE ACCEPTED

11. For Supply Chain Management and Technical information, please contact:

Mr. Disang Kolwane

Supply Chain Management Manager

South African Heritage Resources Agency

111 Harrington Street

Cape Town

8000

Tel: 021 462 4502

Email: dkolwane@sahra.org.za

