



an agency of the  
Department of Arts and Culture

07 AUGUST 2019

## TERMS OF REFERENCE

Project Number: SAHRA/HPU/01/08/2019

**THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO SUBMIT OFFERS FOR THE STRUCTURAL REPAIRS AND MAINTENANCE TO THE OLD GAOL IN MAKHANDA, IN TH EASTERN CAPE.**

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### 1. PURPOSE

- 1.1 The South African Heritage Resources Agency (SAHRA) hereby invites suitably qualified and experienced service providers to submit offers for the structural repair work and maintenance at the Old Gaol in Makhanda, in the Eastern 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 Old Gaol is one of the thirty-six buildings owned by SAHRA. It comprises of an Administration Block with cells and courtyards to the rear. The plan for the construction of a Gaol was initiated in 1812. By 1817, the building was still not completed, and the date of its completion is not known. However, in 1822, the Magistrate of Albany reported that the gaol, to which a compound had meanwhile been added, was not only too small, but that its situation in the middle of the town was most offensive to the inhabitants. He recommended that it be sold, and the proceeds be used for the new gaol. Consequently, a new gaol was completed in 1824 and shortly after this the little gaol building became the Grahamstown Public School



until about 1842. It then became the first library of Grahamstown and served that purpose until 1863.

- 2.4 It was declared a national monument on 27 December 1985 by Item 32 of Government Notice 2836, page 12 of Government Gazette No. 10047. Its current grading is Grade II (PHS).

### 3. PROPERTY DETAILS:

- 3.1 The subject property is located adjacent to Somerset Street, one of the secondary main roads of Grahamstown, directly opposite the Rhodes University. The CBD is one street block away and offer all the amenities required and is in the older well-established portion of town.

The subject property is a large rectangular shaped stand measuring 3 736m<sup>2</sup> and hosts a fortified Gaol comprising of an outer secured perimeter and four inner courtyards.

#### 3.2 Construction Material and Finishes:

Roof: Slate tiles and Corrugated Iron Sheets

Superstructure: Stone / Brick with plaster & paint

Window frames: Timber window frames fitted with clear glass panes

Floor covering: Combination Yellow Wood, Oregon Pine and concrete

Ceilings: Oregon Pine with Yellow Wood beams and Gypsum

### 4. SCOPE OF SERVICES

- 4.1 The buildings identified for structural repair and maintenance is the courtyards and cell areas.
- 4.2 The full scope of work including the Bill of Quantities and plans are attached as **Annexure A and Annexure B**. 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 To ensure proper pricing and measurements are submitted at the time of quotation, a compulsory briefing session will be held. This compulsory briefing session 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.

- 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 quotation.
- 4.7 All descriptions where trade names or propriety products are specified are deemed to include the phrase “or” “other approved”.
- 4.8 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 3 GB or above may apply**)
- 5.3 Company profile
- 5.4 Track record of similar projects undertaken (provide full details including references with names and contact numbers)



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## 6. TERMS AND CONDITIONS OF TENDERING

- a) 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.
- b) SAHRA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its proposal.
- c) SAHRA may require responsive bidders to present and discuss their proposals in person.
- d) SAHRA reserves the right not to make any appointment from the proposals submitted.
- e) 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.
- f) 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.
- g) 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.
- h) Any and all project proposals shall become the property of SAHRA and shall not be returned.
- i) 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.
- j) Bidders are advised that submission of a proposal gives rise to no contractual obligations on the part of SAHRA.
- k) SAHRA reserves the right not to award the bid to the bidder that scores the highest points.
- l) 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.
- m) 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.
- n) 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.



- o) 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.
- p) 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.
- q) 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.

## 7. RETURNABLE DOCUMENTS

7.1 It is the conditions of this RFQ that, a quotation is submitted together with the following completed forms;

- 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**).

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



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## 8. ANTICIPATED TIME SCHEDULE AND PROCESS

<b>Request for Quotations Issued</b>	Website, Tender Bulletin & iTender	<b>06 September 2019</b>
<b>Compulsory Site Briefing</b>	Old Gaol, 40 Somerset Street, Makhanda, Eastern Cape. Tel: 046 622 8310/12	<b>16 September 2019</b>
<b>Closing Date</b>	Proposals submitted to SAHRA	<b>04 October 2019</b>

## 9. 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 / 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)

<b>Criteria</b>	<b>Points Allocated</b>
<p><b>1. Number of general building contracts successfully completed.</b></p> <p>10 or more contracts = 5            7 – 9 contracts = 4            5 - 6 contracts = 3            3 – 4 contracts = 2            2 – 1 contracts = 1</p> <p><b>Submit the full details of contracts completed, supported by reference letter for each project from the client.</b> The reference letter(s) must not be older than 5 years in the letterhead of the previously serviced client and should reflect at least name of the client, description of the relevant service rendered, year completed, contactable reference name and contact details</p>	<b>70</b>



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Criteria	Points Allocated
Number of years of experience the company has in the general building industry:  10 or more years' experience = 5 7 – 9 years' experience = 4 5 – 6 years' experience = 3 3 – 4 years' experience = 2 Less than 3 years' experience = 1  <b>Submit Company Profile.</b>	<b>30</b>
<b>TOTAL</b>	<b>100</b>

**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



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## 10. 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.

## 11. SUBMISSION OF TENDERS

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

**Supply Chain Management**

**Bid No: SAHRA/HPU/01/08/2019**

**Project Name: Structural repairs and maintenance to the Old Gaol.**

**Tenders must be placed in the Tender Box located at:**

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.

## 12. CLOSING DATE AND TIME

**Closing Date: 04<sup>th</sup> October 2019 at 11h00**

**Compulsory Site Briefing: 16<sup>th</sup> September 2019 at 11h00 Old Gaol, 40 Somerset Street,  
Makhanda, Eastern Cape**

**Tel: 046 622 8310/12**

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

Mr Disang Kolwane  
Acting Supply Chain Manager  
Tel: 021 462 4502  
Email: [dkolwane@sahra.org.za](mailto:dkolwane@sahra.org.za)