



SOUTH AFRICAN HERITAGE RESOURCES AGENCY

# **SOUTH AFRICAN HERITAGE RESOURCES AGENCY**

## **TERMS OF REFERENCE**

### **RFQ SAHRA 22/2026**

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED TOWN PLANNERS TO SUBMIT PROPOSALS FOR A LAND USE MANAGEMENT (LUMS) APPLICATION IN SUPPORT OF THE ACQUISITION AND UPGRADE OF THE SAHRA HEAD OFFICE, IN CAPE TOWN, WESTERN CAPE.



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WWW.SAHRA.ORG.ZA

## 1. PURPOSE

- 1.1. The South African Heritage Resources Agency (SAHRA) invites suitably qualified town planners to submit proposals for the preparation, lodgement and management of a land use management (LUMS) application to the City of Cape Town, in support of the Acquisition and Upgrade of the SAHRA Head Office Accommodation project, in Cape Town, Western Cape.
- 1.2. The appointed town planner will be required to determine the applicable land use approvals, prepare all supporting motivations, lodge the application in terms of the City of Cape Town Municipal Planning By-Law, 2015 (as amended), and manage the application through to determination, including any public participation, objections and appeals.

## 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. The national estate encompasses heritage resources of cultural significance for the present community and future generations.
- 2.2. The SAHRA Head Office is located at 111 Harrington Street, Cape Town, in the Western Cape.

## 3. PROPERTY AND HISTORICAL BACKGROUND

- 3.1. The subject property comprises two distinct buildings, namely the Granite Lodge and the adjacent building. The buildings are of historical significance. The Granite Lodge was built in c. 1834 and is a predominantly Georgian granite-fronted house.
- 3.2. The adjacent building was constructed as an extension to the orphanage, and it was designed in 1917 by the architects Parker and Forsyth. The buildings were

renovated, and what is referred to as the Parker Building was extended in 1993 for the predecessor of SAHRA, the National Monuments Council.

- 3.3. The two buildings have been linked internally, therefore offering easy access between the different areas.

#### 4. PROPERTY INFORMATION

**4.1. Deed description of property:** Erf 147880, Cape Town, City of Cape Town

**Registered owner:** South African Heritage Resources Agency

**Extent of subject property:** 1 505 m<sup>2</sup>

**Title Deed Number:** T15765/1991

**Zoning:** Mixed Use 3

**Coverage:** 100%

**Height:** Maximum height above base level to top of roof: 38,0 m

**Street centre line setback:**

Council may require a street centreline setback, in which case:

- (i) all buildings or structures on the land unit shall be set back 8 m from the centre line of the abutting public street or streets; and
- (ii) the provisions of section 18.2 shall apply.

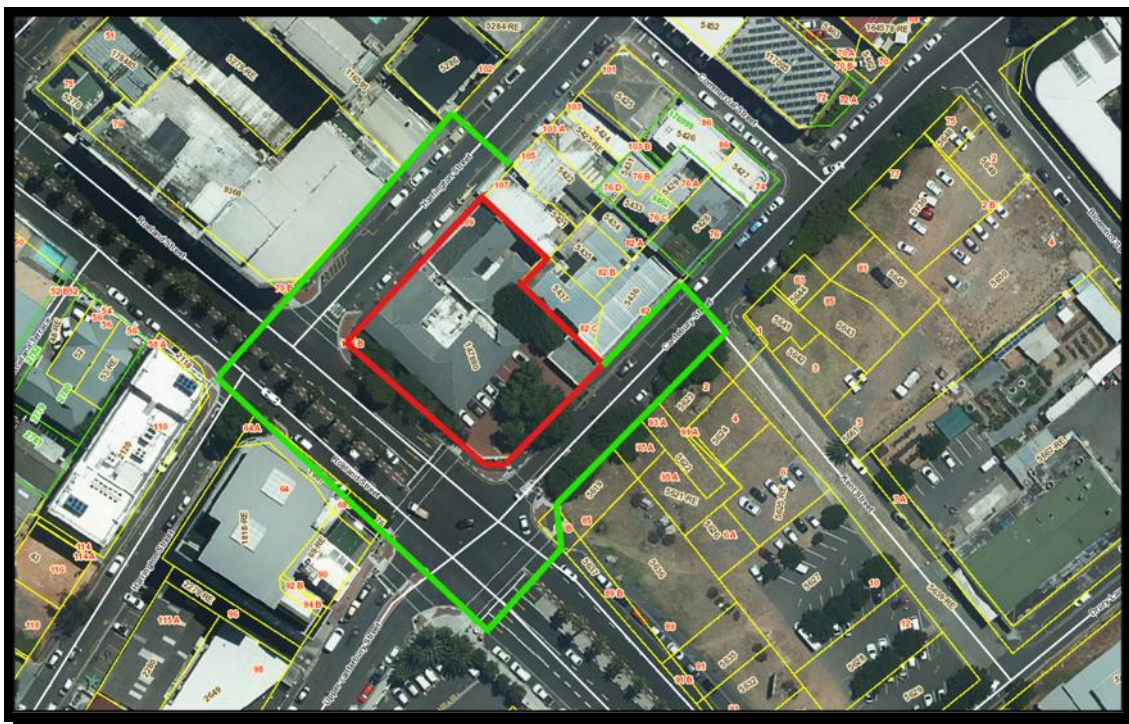
**Building lines:** Street building line and common building line, for points on a building above base level:

| Height above base level      | Building line                 |
|------------------------------|-------------------------------|
| Up to 10,0 m                 | 0,0 m                         |
| Over 10,0 m and up to 25,0 m | 0,0 m                         |
| Over 25,0 m and up to 38,0 m | (H minus 25,0 m) divided by 2 |

Parking ratio: Offices: 4 bays per 100 m<sup>2</sup> GLA

## 5. LOCATION AND SITUATION

- 5.1 The subject property is situated on the corners of Harrington, Roeland and Canterbury Streets in Zonnebloem. This is considered a good location with excellent exposure to passing trade. Roeland Street is a key arterial through the area.
- 5.2 The main pedestrian entrance is located on Harrington Street, with the subject property forming 109 and 111 Harrington Street. The vehicular entrance is located on Canterbury Street and this allows access to the rear parking area. The parking area of the subject property is located at the rear and is accessed from Canterbury Street. This paved area offers 14 demarcated parking bays.
- 5.3 A Belhambra tree is located at the rear of the building, within the main parking area. The proposed development requires the removal of this tree and other trees on site. A motivation for the removal has been prepared and will be made available to the appointed town planner as supporting documentation.



*Locality map: Erf 147880, 109–111 Harrington Street, SAHRA office*

## 6. PROPOSED DEVELOPMENT

- 6.1 The proposed development comprises the upgrade and extension of the SAHRA Head Office accommodation at 109–111 Harrington Street. The particulars set out below, read together with the architectural site development plan and the supporting information listed in clause 6.5, describe the proposal against which the land use approvals are to be obtained. Bidders must price and programme against this information.
- 6.2 Departures or deviations from the Mixed Use 3 zoning parameters anticipated as a result of the proposal. A departure from the parking requirement of four bays per 100 m<sup>2</sup> of gross leasable area (Section 4) is anticipated, and the proposal includes the removal of the Belhambra tree and other trees on site as described in the tree-removal motivation. The final schedule of departures is to be confirmed by the appointed town planner under clause 7.1.
- 6.3 The following documents are provided to bidders with this RFQ to enable accurate pricing, methodology and programming: Refer to Annexure A and Annexure B
- The motivation for the removal of the Belhambra and other trees on site.
  - The Title Deed and the Surveyor General diagram.
- 6.4 Bidders are advised that the proposed tree removals have attracted comment and objection, including from the City of Cape Town's Environmental and Heritage Management Branch, which has raised the heritage, ecological, infrastructure and sense-of-place value of the trees and requested that alternatives be considered. The application must therefore be treated as an opposed application, and bidders must scope and price the public participation, response-to-objection and appeal services (clauses 7.3 and 7.4) accordingly.

## 7. SCOPE OF SERVICES

The appointed town planner shall provide the full professional planning service required to obtain the land use approvals necessary for the proposed development described in Section 6, from inception to determination.

## 7.1 PRE-APPLICATION ASSESSMENT AND DUE DILIGENCE

The appointed town planner shall:

- Review the title deed and report on any restrictive title conditions that may require removal or amendment. Where removal or amendment of a restrictive condition is required, flag this in the Land Use Assessment Report as a potential critical-path item, as the removal of restrictive conditions follows a separate statutory process.
- Review the existing land use rights applicable in terms of the City of Cape Town Development Management Scheme, including the Mixed Use 3 zoning parameters set out in Section 4, and any applicable overlay zones, including heritage protection overlay zoning.
- Assess the proposed development against the applicable development parameters and identify all land use approvals required, including but not limited to departures, consent uses, rezoning, removal of restrictive conditions, and any approval required for the removal of trees.
- Undertake a pre-application consultation with the City of Cape Town District Planning Office and record the outcome in writing.
- Submit a written Land Use Assessment Report to SAHRA within twenty (20) working days of appointment, setting out the approvals required, the application route, the statutory timeframes, the anticipated programme to determination, and all specialist inputs required to support the application.

## 7.2 APPLICATION PREPARATION

- Prepare and compile all application forms required in terms of the City of Cape Town Municipal Planning By-Law, 2015 (as amended).
- Prepare a comprehensive planning motivation report addressing the criteria for consideration of applications set out in the Municipal Planning By-Law and demonstrating compliance with the applicable Spatial Development Framework and District Plan.
- Compile all supporting documentation, including the locality plan, zoning plan, Surveyor General diagram, title deed, conveyancer's certificate, power of attorney and owner's consent, and the resolutions required to authorise the application on behalf of SAHRA.

- Coordinate and incorporate the inputs of the professional team, including the architectural site development plan, heritage, traffic, arboriculture and engineering services inputs.
- Advise on the interface between the land use application and the approvals required in terms of the National Heritage Resources Act, 1999, and confirm the sequencing of the respective applications. This includes coordinating with the heritage practitioner and professional team responsible for the Heritage Impact Assessment and any submission to Heritage Western Cape, so that the land use and heritage applications are correctly sequenced.
- Submit the complete application pack to SAHRA and the Project Manager for review and approval prior to lodgement.

### 7.3 LODGEMENT AND PUBLIC PARTICIPATION

- Lodge the application with the City of Cape Town and pay the prescribed application fees on behalf of SAHRA, which fees shall be recovered as a disbursement at cost.
- Attend to all statutory notification and advertising requirements, including public notices, press advertisements and written notification of affected and adjacent property owners.
- Maintain a register of all comments and objections received.
- Prepare written responses to all comments and objections and submit these to the City of Cape Town within the prescribed periods.
- Attend and represent SAHRA at all meetings, site inspections and engagements with City officials, ward councillors, sub-council and interested and affected parties.
- Respond to all requests for additional information issued by the City within the timeframes stipulated.

### 7.4 DETERMINATION AND APPEALS

- Represent SAHRA at the Municipal Planning Tribunal or before the authorised official, as applicable.
- On determination, review the conditions of approval and provide written recommendations to SAHRA on the implications for the development, the programme and the construction contract.

- Where the application is refused, or where conditions are imposed which are unacceptable to SAHRA, prepare and lodge an appeal in terms of the Municipal Planning By-Law and represent SAHRA through the appeal process.

## 7.5 REPORTING AND PROGRAMME

- Prepare a detailed programme for the application within ten (10) working days of appointment, identifying all statutory milestones, and integrate this with the overall project programme maintained by the Project Manager.
- Submit written monthly progress reports to SAHRA and the Principal Agent.
- Notify SAHRA and the Principal Agent in writing and without delay of any event which may delay the determination of the application.
- Programme the application to achieve determination by [SAHRA to insert target date], being the date required to maintain the construction programme. The land use determination is a dependency of the construction programme; where the statutory process cannot achieve this date, identify the critical path and propose mitigation.

## 7.6 KEY PERSONNEL

- The application shall be prepared and lodged by a Professional Planner registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002.
- Bidders shall nominate the registered Professional Planner who will lead the application and remain responsible for it, and shall submit proof of current SACPLAN registration together with the curriculum vitae of that person and all supporting staff.
- The nominated Professional Planner shall not be substituted without the prior written approval of SAHRA.
- The nominated Professional Planner shall demonstrate prior experience of at least two land use applications lodged and determined on properties subject to a Heritage Protection Overlay Zone, or on comparable heritage-graded or inner-city properties, within the City of Cape Town. **This is a mandatory minimum requirement, and a bidder who does not demonstrate it will not be considered further, irrespective of the functionality score achieved.**

## 7.7 EXCLUSIONS

The following are excluded from the scope of services and shall not be included in the tendered professional fees:

- City of Cape Town application, advertising and notification fees, which shall be recovered as disbursements at cost against proof of payment, as provided for in the Pricing Schedule.
- Legal fees and conveyancing costs.

## 7.8 INSURANCE REQUIREMENTS

The town planner shall indicate the extent of Professional Indemnity cover available, which shall not be less than R5 million per claim, and shall maintain such cover for the duration of the appointment.

## 8. TERMS AND CONDITIONS OF PROPOSALS

8.1 Should the quotation be successful, the successful bidder will be required to enter into an agreement with SAHRA incorporating the following requirements:

- Proof of current registration of the nominated Professional Planner with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002.
- Certificate of Professional Indemnity insurance cover of not less than R5 million per claim.
- Letter of Good Standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993.
- Curricula vitae of the nominated Professional Planner and all key staff members.
- Banking details of the service provider, on the service provider's letterhead and signed by an authorised signatory.

8.2 All costs and expenses incurred by 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.

- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 SAHRA reserves the right not to make any appointment from the proposals submitted.
- 8.7 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.
- 8.9 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.
- 8.10 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 where such a conflict of interest exists or where such potential conflict of interest may arise.
- 8.11 Any and all project proposals shall become the property of SAHRA and shall not be returned.
- 8.12 The proposals should be valid and open for acceptance by SAHRA for a period of 30 days from the date of submission.
- 8.13 Service providers are advised that submission of a project proposal gives rise to no contractual obligations on the part of SAHRA.
- 8.14 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.

- 8.15 SAHRA reserves the right not to award, or not award the proposal to the service provider that scores the highest points.
- 8.16 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.
- 8.17 All returnable proposal documents must be completed in full and submitted together with the service provider's quote and a sample annual report book.
- 8.18 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 may result in your proposal being excluded from the evaluation process.
- 8.19 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.
- 8.20 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) Tax Compliance Status Pin
  - c) SBD 3.1 Pricing Schedule
  - d) SBD 4 Bidder's disclosure
  - e) SBD 6.1 Preference points claim form (valid BBBEE certificate must be submitted together with this completed document.
  - f) General Conditions of Contract
  - g) Proof of Registration with National Treasury Central Supplier Database (CSD Report)

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

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

## 9. PRICING SCHEDULE

**COMPULSORY. BIDDERS MUST COMPLETE THE PRICING SCHEDULE IN FULL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION.**

### 9.1 SUMMARY OF OFFER

|                          |  |
|--------------------------|--|
| <b>Name of Tenderer:</b> |  |
|--------------------------|--|

| No                                    | Description of Service                                                                                                 | Scope Ref | Amount (Excl. VAT) |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| 1                                     | Pre-application assessment, due diligence and Land Use Assessment Report                                               | 7.1       |                    |
| 2                                     | Application preparation, planning motivation and compilation of supporting documentation                               | 7.2       |                    |
| 3                                     | Lodgement, statutory advertising, notification and public participation, including response to comments and objections | 7.3       |                    |
| 4                                     | Representation at determination, including the Municipal Planning Tribunal                                             | 7.4       |                    |
| 5                                     | Appeal, in the event that an appeal is instructed by SAHRA                                                             | 7.4       |                    |
| 6                                     | Reporting, programme management and coordination for the duration of the application                                   | 7.5       |                    |
| <b>Subtotal — Professional Fees</b>   |                                                                                                                        |           |                    |
| 7                                     | Provisional sum: City of Cape Town application, advertising and notification fees (refer clause 9.3.2)                 | 7.7       |                    |
| <b>Total Tendered Sum (Excl. VAT)</b> |                                                                                                                        |           |                    |

| No                             | Description of Service | Scope Ref | Amount (Excl. VAT) |
|--------------------------------|------------------------|-----------|--------------------|
| 15% VAT                        |                        |           |                    |
| Total Tendered Sum (Incl. VAT) |                        |           |                    |

|                                              |  |
|----------------------------------------------|--|
| Total Amount Tendered (In Words), Incl. VAT: |  |
|----------------------------------------------|--|

## 9.2 SCHEDULE OF HOURLY RATES

| Designation                               | Rate per hour (Excl. VAT) |
|-------------------------------------------|---------------------------|
| Professional Planner (SACPLAN registered) |                           |
| Candidate Planner / Planning Technician   |                           |
| Draughtsperson / GIS Technician           |                           |
| Administrative support                    |                           |

## 9.3 NOTES TO THE PRICING SCHEDULE

- 9.3.1 The tendered amounts are lump sums inclusive of all travel, accommodation, printing, communication and administrative costs. No claim for reimbursable expenses will be entertained other than the disbursements provided for under item 7.
- 9.3.2 Item 7 is a provisional sum and is to be carried by all bidders at the stated amount. It will be expended only against actual City of Cape Town fees incurred, supported by proof of payment. Any unexpended balance will not be paid to the service provider. No mark-up, handling fee or administration charge shall be applied to this amount.
- 9.3.3 Item 5 shall be priced. Payment against item 5 will only become due in the event that SAHRA instructs an appeal in writing.
- 9.3.4 Fees will be paid on completion of each stage against the deliverables specified in Section 7, on presentation of a valid tax invoice.

9.3.5 Bidders shall not qualify their offers. Any offer expressed as a percentage of construction cost, or otherwise not expressed as a fixed lump sum against each item above, may be regarded as non-responsive.

9.3.6 The rates scheduled under 9.2 shall apply to any additional services instructed by SAHRA in writing and shall remain fixed for the duration of the appointment.

## 10. EVALUATION CRITERIA

10.1 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:** Minimum Technical Requirements.
  - Registered Professional Planner who will lead the application and remain responsible for it, and shall submit proof of current SACPLAN registration together with the curriculum vitae of that person and all supporting staff.
  - The nominated Professional Planner shall demonstrate prior experience **of at least two land use applications lodged and determined** on properties subject to a Heritage Protection Overlay Zone, or on comparable heritage-graded or inner-city properties, within the City of Cape Town.
- **Phase Three:** The applicable preference point system for this tender is the 80/20 preference point system. Preference points on specific goals as follows.

| Preference Point System                          | Points     |
|--------------------------------------------------|------------|
| <b>Price</b>                                     | <b>80</b>  |
| <b>Specific Goals</b>                            | <b>20</b>  |
| Black owned company                              | 8          |
| Women                                            | 4          |
| Youth                                            | 5          |
| Disability                                       | 3          |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |



## 11. 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.

## 12. SUBMISSION OF PROPOSALS

12.1 Project proposals must be submitted via email to [tenderinfo@sahra.org.za](mailto:tenderinfo@sahra.org.za) for the attention of Supply Chain Management - **Bid No: RFQ SAHRA 22/2026**.

12.2 SAHRA takes no responsibility for mailed tender documents. 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.

## 13. CLOSING DATE AND TIME: **20 August 2026 at 11:00 am.**

No late quotes will be accepted.

## 14. For information, please contact in writing:

### Supply Chain Management

Mr. Paul Tiyago

SCM Compliance

Tel: 021 462 4502

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



## FORM A: COMPANY EXPERIENCE

The experience of the tenderer, or of the joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to that of the key staff members or experts, in similar projects or in similar areas and conditions in relation to the scope of work, over the last five (5) years. Bidders are requested to submit a comprehensive portfolio of relevant projects, by value and complexity, successfully completed.

| No | Client Name | Contact Name | Contact Telephone Number | Description & Value of Project | Project Duration |
|----|-------------|--------------|--------------------------|--------------------------------|------------------|
| 1  |             |              |                          |                                |                  |
| 2  |             |              |                          |                                |                  |
| 3  |             |              |                          |                                |                  |
| 4  |             |              |                          |                                |                  |
| 5  |             |              |                          |                                |                  |
| 6  |             |              |                          |                                |                  |
| 7  |             |              |                          |                                |                  |

**Attach to this page additional projects list, if applicable.**

The undersigned, who warrants that he or she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his or her personal knowledge and are, to the best of his or her belief, both true and correct.

|                 |  |                 |  |
|-----------------|--|-----------------|--|
| <b>Signed</b>   |  | <b>Date</b>     |  |
| <b>Name</b>     |  | <b>Position</b> |  |
| <b>Tenderer</b> |  |                 |  |