



SOUTH AFRICAN HERITAGE RESOURCES AGENCY

REQUEST FOR PROPOSALS

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A RENEWABLE ENERGY PLANT FOR COMMERCIAL USE ON FARM 1341, PAARL REGISTRATION DIVISION, REFERRED TO AS DALJOSAFAT FARM, IN THE WESTERN CAPE.



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TERMS OF REFERENCE

SAHRA/BDC/01/01/2023

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE COMMERCIAL USE OF FARM 1341, Paarl Registration Division, Western Cape, REFERRED TO AS DAL JOSAPHAT FOR THE ESTABLISHMENT OF A RENEWABLE ENERGY GENERATION PLANT.

1. PURPOSE

The South African Heritage Resources Agency (SAHRA) invites suitably qualified and experienced service providers to submit a proposal for the commercial use of Farm 1341, Paarl Registration Division, Western Cape, referred to as Dal Josaphat for the establishment of a renewable energy generation plant.

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. 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 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.
- 2.3 One of the properties SAHRA owns is the Dal Josafat Farm. The property is located in Paarl, Western Cape - approximately 8km northeast of the Paarl CBD. The property measures 232.5850 ha and boasts a total of 19 buildings. The 232.5850 ha is as a result subdivisions and consolidations - three separate farms (Goede Rust, Non Pareille and Roggeland now consolidated). The property has not been included in the municipality's special planning and most of the erf has been recorded to be previously zoned as agricultural land. The property is currently graded as a grade 1 National Heritage Site.



2.4 There is a specific request for a detailed proposals from suitably qualified and experienced service providers to develop a model in which facilities as well as Private Open Space (POS) could be utilized to deploy solar photovoltaic systems to generate renewable energy for consumption by the farm and Drakenstein Local municipality.

2.4 Property information is depicted in the table below:

Dal Josaphat Farms	
Deed Description:	Farm 1341, Paarl Registration Division, Western Cape
Physical Address:	Dal Josafat Farms, Paarl Registration Division, Western Cape
Current Use of Property	None
Prior PPP Registration	Reference: PE45 Date: 4 May 2016
Extent of Subject Property:	232.5850 hectare (ha)
Owner:	South African Heritage Resources Agency (SAHRA)
Title Deed Number:	T13262/1986
Zoning:	Unknown
Gross Built Area	3 436m ² – The buildings are rectangular shaped.
Servitudes & Title Deed Conditions:	Conditions relating to right of way and water pipelines, or supply has been identified. These are not regarded to be onerous.
Services & Infrastructure:	The site has access to services such as water, sewerage, and electricity only extended to the gross built area on the site.
Heritage Grading	Declared a national monument by Government Notice No. 291, as published in Government Gazette No. 9588 of 15 February 1985. Current Grading – Grade 1 (National Heritage Site).

3. LOCATION, ACCESS AND SITUATION

- 3.1 The area surrounding the property is made up of farms and low-cost residential developments in areas known as Groenenheuvel and Mbekweni. The property borders the urban edge of Paarl.
- 3.2 The subject property is irregular in layout as a result of previous subdivisions and or consolidations. The farm measures 232.5850 ha and boasts a total of 19 buildings which excludes staff housing that have not been included in this count due to the poor condition thereof.
- 3.3 The subject property slopes in a northerly direction towards the northerly Bo Dal Road, where after it again elevates in a northerly direction. Currently the farm is covered with natural vegetation as no farming practices are undertaken. Areas surrounding the buildings offer maintained gardens. Overall, a fairly level topography is present.
- 3.4 Location Information: 33° 41' 20.8896" S, 19° 0' 22.5" E

4. PROPERTY USE AND PERMITTED USE

- 4.1 The property has not been included in the municipality's special planning and most of the erf has been recorded to be previously zoned as agricultural land. The property is not currently being used and most of the buildings on the property are vacant. Other than one residential lease and SAHRA's satellite office, the property is vacant and not being used. This property has been prioritised as there looms high risk of illegal occupation and further deterioration of the vacant buildings on site.
- 4.2 The permitted use of the property in accordance with SAHRA's property maximisation strategy and operational objectives, is any use that is permitted as per the National Heritage Resource Act (NHRA) and all other applicable legislation; and that use which is financially beneficial to SAHRA; offers community beneficiation which is demonstrated through social impact; and a heritage conservation consideration.

5. SCOPE OF PROPOSALS REQUIRED

- 5.1 The objective of this project is to, the SAHRA will enter into a lease agreement with suitable service providers who can carry out the provision to financing the project, supply, install and commission a renewable energy generation plant, as well as operate and maintain such installations, also to demonstrate the following aspect with their proposal:

"Innovation": is a broad concept and may concern, but not be limited to, innovation around community benefit, heritage conservation and/or financial benefit in the business development offering. Further factors including, but not limited to, funding, feasibility, proximity/knowledge of the area and/or expertise may also be considered in determining innovation.

"Community benefit": means contributions, programs or activities that support the needs of disadvantaged persons and improves the overall development and well-being of local communities.

"Financial benefit": means a benefit, direct or indirect, which is either money or has a monetary value. The benefit can include revenue generation or be of a money saving nature.

"heritage conservation": means to conserve, protect and maintain the physical status of our national estate for future generations.

- 5.2 The service provider(s) shall enter into a service operating agreement (SLA) for a determined period for the implementation of the project at mutually agreed terms and conditions. No binding legal relationship will exist between any of the bidders and SAHRA until the execution of a signed contractual SLA
- 5.3 Drafting of Documents, Permit Applications and Licensing: The service provider would need to detail all required permits and licensing requirements and ensure that these are all achieved and complied with during the lifespan of the project.
- 5.4 It should be noted that the proposal should be based on the fact that the SAHRA will not be required to provide any capital resources to the project.

6. Technical Specifications

- 6.1 The party submitting a proposal is expected to utilize the SAHRA-owned property for the establishment of a renewable energy generation plant.
- 6.2 It is expected that the party submitting the proposal undergoes a feasibility study, obtains all necessary approvals and permissions required for the establishment of a renewable energy generation plant at their own risk and cost.
- 6.3 The party submitting the proposal is expected to fully operate, secure and manage the project.
- 6.4 The project term should be a minimum of 15 years, ensuring a lease agreement (or any other mechanism agreed upon by the parties) of a minimum of 15 years.
- 6.5 The renewable energy generation should supply a minimum of 50MWh of electricity.
- 6.6 The party that submits a proposal should prove access to funding.
- 6.7 The party submitting a proposal should have a letter of support illustrating the intention to conclude a Power Purchase Agreement from the relevant Municipality or Eskom should they be awarded the use of the SAHRA-owned property for the purpose of renewable energy generation.
- 6.8 The project should generate employment opportunities for the surrounding local community.
- 6.9 All assets and/or the project nature of the proposed venture should be temporary, movable structures, considering the significance of the cultural heritage landscape.
- 6.10 The proposed venture should consider the delapidated structures and the occupiers of these structures. It is expected that the structures are repaired adequately or, alternatively, make arrangements that will accommodate the inhabitants.
- 6.11 The proposed project should exhibit financial and social feasibility.



7. 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) 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.

8. ANTICIPATED TIME SCHEDULE AND PROCESS

Request for Proposals Issued	Website/ i-Tender	23 January 2023
Closing date & Opening of BIDs	SAHRA Head Office	17 February 2023 @ 11:00am

Note: There is no Briefing Session to be held but Service Providers are encouraged to undertake a site visit to familiarize themselves with the subject property. This can be arranged with our Business Development Manager, Mr. Devon Bruiners by email: **dbruiners@sahra.org.za**



9. EVALUATION

9.1 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 tender. Failure to meet any of the conditions of the tender will automatically disqualify your proposal on this phase.

For evaluation purposes ONLY proposals which involved the renewable energy generation (minimum of 50MWh of electricity) will be considered and Proposals that are not of a Commercial / Business nature will be regarded as non-responsive.

- **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

- 9.2 SAHRA supports national transformation goals and strives to target its procurement to create opportunities for Historically Disadvantaged suppliers and service providers. In awarding this tender, preference will be given to companies with a better rating in terms of contributions towards Broad Based Black Economic Empowerment (BBBEE).
- 9.3 The “tender” will be evaluated in accordance with the SAHRA Procurement Policy using the 80/20 rule i.e., 80 of evaluation points will be based on price competitiveness and 20 will be based on BBBEE status. The following formula is used:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where-

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{max} = Price of highest acceptable tender.

- 9.4 A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives.
- 9.5 Preference points shall be awarded on the basis of a B-BBEE verification certificate issued by an accredited Verification Agency.
- 9.6 Tenderers are required to submit a Valid original or certified B-BBEE Certificate. Failure to submit a valid B-BBEE certificate will result in zero points being awarded for preference. Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points.
- 9.7 Companies with annual turnover less than R10million (Exempted Micro Enterprises or EME's) are automatically awarded a level 4 contributor status, unless the EME is Black Owned (more than 50% black ownership), in which case the enterprise will have a level 2 contributor status. EME which is 100% black owned qualifies for a level 1 contributor. In awarding the EME status, the SAHRA shall accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m as well as a sworn affidavit

confirming annual turnover and operating of black ownership. B-BBEE certificates issued by non-accredited verification agencies will not be accepted as valid proof of a company's B-BBEE status.

- 9.8 Any contract offered by the SAHRA will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, SAHRA reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

10. CONDITIONS OF TENDERING

Please note the following conditions are applicable to all tenders:

- 10.1 Shortlisted Bidders will be required to **present** their proposals to SAHRA
- 10.2 Questions relating to the RFP will be accepted until 16h00 on the 10 February 2023. All questions must be submitted to the Supply Chain Manager, Mr. Disang Kolwane via e-mail to dkolwane@sahra.org.za
- 10.3 The closing date for this tender is at 11h00 on the 17 February 2023;
- 10.4 E-mailed, faxed, late, or incomplete proposals will not be considered
- 10.5 Tender documents are to be securely bound
- 10.6 Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as SAHRA will not accept any liability in this regard.
- 10.7 We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices submitted shall remain unaltered
- 10.8 Proposals which do not comply with the tender conditions, or which are incomplete will, as a general rule, not be considered.

11. SIGNATURES ON TENDERS

- 11.1 All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized and proof of that authority must be attached. All tenders submitted by a company must be signed by a person duly authorized thereto by a resolution of the Board of Directors, a copy of which resolution, duly certified by the Chairman of the company must be submitted with the tender.
- 11.2 If the tender is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by: A certified copy of the original document under which the joint venture was constituted. This document must clearly define the conditions under which the joint venture will function, as well as the duration and participation of the several constituent persons and/or companies and/or firms. A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the tender to do so.

12. COMPANY PROFILE

- 12.1 A brief company profile is required, to assist SAHRA in assessing your capabilities, capacity and competitive advantages.

13. PRICE BASIS

- 13.1 SAHRA requires the respondent to provide an annual rental for the commercial use of Farm 1341, Paarl Registration Division, Western Cape, referred to as Dal Josafat. The price offer shall be in South African Rand.

14. DISQUALIFICATION

- 14.1 Respondents are advised that should there be any contact with SAHRA staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.
- 14.2 It must be stressed that any queries relating to this RFP must be in writing, be submitted before 10 February 2023, and must be addressed to the SCM Manager at dkolwane@sahra.org.za. Respondents are not to communicate in any manner or form whatsoever with members of SAHRA personnel about the RFP until the winning service provider has been selected and such selection has been formally communicated to the public. Any such communications by Respondents with SAHRA personnel or with persons other than the SCM Manager may prejudice a Respondent and may lead to disqualification from consideration for selection. The SAHRA cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated.
- 14.3 Any misrepresentation, in particular as it relates to the truthfulness of involvement of Historically Disadvantaged Individual (HDI)'s at both ownership operating, management and operational operating will also result in immediate disqualification.

15. DOCUMENTATION TO BE SUBMITTED

- 15.1 The following documentation must be submitted with your tender. Failing to submit the compulsory documentation will lead to disqualification due to non-responsiveness.

ITEM	TICK
Company Profile	
SBD 4 Declaration of Interests form	
SBD 6.1 Preference points claim form	
SBD 8 Declaration of Bidder's Past Supply Chain Management Practices.	
SBD 9 Certificate of Independent Bid Determination	
Letter of support illustrating the intention to conclude a Power Purchase Agreement from the relevant Municipality or Eskom	



16. SUBMISSION FOR THE REQUEST FOR PROPOSAL

RFPs must be submitted in a sealed envelope, marked with the RFP project number, project name, and closing date and for the attention of the Supply Chain Management Unit.

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

South African Heritage Resources Agency (SAHRA)

111 Harrington Street

Cape Town

8000

Tel: 021 462 4502

It remains the onus of the service provider to ensure that their Proposal reaches the SAHRA office no later than the closing date and time. SAHRA will not be held liable and/or responsible for late deliveries and submissions.

17. CLOSING DATE

17 February 2023 at 11h00.

18. Queries must be directed in writing to:

Supply Chain Management

Mr Disang Kolwane

SCM Manager

Email: dkolwane@sahra.org.za

