



SOUTH AFRICAN HERITAGE RESOURCES AGENCY

# **SOUTH AFRICAN HERITAGE RESOURCES AGENCY**

**TERMS OF REFERENCE FOR THE SUPPLY AND  
INSTALLATION OF A CLEAR VIEW FENCE AROUND THE  
UCCSA IN GROUTVILLE, KWAZULU NATAL PROVINCE.**

**SAHRA/BGG/01/05/2024**



## TERMS OF REFERENCE

**THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO SUBMIT QUOTATIONS FOR THE SUPPLY, INSTALLATION AND RELATED WORKS, OF A SUITABLE CLEAR VIEW FENCE AROUND THE UNITED CONGREGATIONAL CHURCH OF SOUTHERN AFRICA (UCCSA) IN GROUTVILLE, KWAZULU NATAL PROVINCE.**

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### 1. PURPOSE

**1.1** To invite suitably qualified and experienced service providers to submit quotations for the supply, installation and related works of a clear view fence around the United Congregational Church of Southern Africa in Groutville, KwaZulu Natal Province.

### 2. BACKGROUND

**2.1** The South African Heritage Resources Agency (SAHRA) is an agency of the Department of Sport, Arts and Culture and is the national administrative body responsible for the management and protection of South Africa's cultural heritage resources.

**2.2** In terms of the National Heritage Resources Act, 25, (1999) (NHRA), SAHRA is enjoined with the responsibility of identifying and conserving graves of cultural significance and victims of conflict including those who died in the liberation struggle. This is done through the erection, rehabilitation and refurbishment of memorials associated with these graves as part of preserving the national estate. The construction of such memorials is considered according to the provisions of Section 44 of the NHRA as sites of cultural significance and national memory. The grave of Chief Albert Luthuli was nominated and declared as a National Heritage Site on 15 June 2012. Subsequently, the grave of Chief Albert Luthuli and that of his wife, Ms Nokukhanya Luthuli, were refurbished and upgraded by SAHRA in 2017. The grave is in Groutville UCCSA church cemetery. Luthuli was a member of the UCCSA and served his community while advancing the fight against apartheid. This underscores the historic connection between the legacy of Chief Albert Luthuli and the UCCSA.



**2.3** Increasing acts of vandalism within the precincts of the church and the National Heritage Site have necessitated the SAHRA to intervene by commissioning work to replace the existing fence with a more suitable and durable fence.

**2.4** It is within this context that SAHRA wishes to appoint a competent service provider who will be required to undertake the work of erecting a suitable clear view fence, and related works, around the UCCSA Church in Groutville, KwaZulu Natal Province.

### **3. SCOPE OF SERVICES**

#### **A. THE FENCE REQUIREMENTS:**

1. The service provider must clear a 3000mm wide and 400m long pathway through the bush where the fence will be installed. There must be a space of 1500mm wide on either side of the fence.
2. The service provider must source a clear view fence with an aperture (mesh opening) of 76mm x 12.7mm.
3. The clear view mesh panel height must be 2200mm and a length of 3000mm.
4. All mesh panels must be affixed to Deltaview or Bekafix or equivalent secure steel posts.
5. The footing for each steel post must be a high strength concrete mixture on 600mm wide x 600mm long x 600mm deep hole.
6. The services of a professional qualified engineer must be engaged to inspect the concrete footings. Test cubes must be allocated for. The engineer's report is required to be submitted verifying and signing off on the concrete footings and the stability of the fence installed.
7. The service must procure the Spider Fixator, M8 Mushroom heads cup- square bolts, M8 flat washers and M8 shear nuts to fasten the clear view fence to the Deltaview or Bekafix equivalent secure steel posts.
8. The service provider must install Spear Spikes, on top of the clear view fence. The spikes must have a width of 2mm, a height of 90mm and a length of 1,46mm.
9. All Deltaview or Bekafix or equivalent secure steel posts, mesh panels and fixtures shall be galvanized, then Marine Fusion Bond coated.
10. The total area to be fenced is 900m (Nine Hundred meters).
11. The clear view fence must have a black thermoplastic coating.
12. The clear view fence must encompass the UCCSA church premises, caretaker house, the Mission house and cemetery.

13. The existing diamond mesh fence on the eastern side measuring 70m and northern side measuring 60m of the mission house must be removed and disposed of.
14. The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and the Construction Regulations, 2014 as amended.

## **B. PEDESTRIAN AND VEHICLE ACCESS GATES**

15. Three lockable gates must be installed around the premises: one is a pedestrian gate and the other two area vehicle access gates.
16. The gates be made from the same clear view mesh panels described above on No:1.
17. The pedestrian gate must consist of a single swing gate measuring 800mm wide and 2000mm high.
18. The first vehicle access gate must be a sliding gate measuring 4000mm wide and 2220mm high.
19. The second vehicle access gate must be a swing gate measuring 4000mm wide and 2220mm high. Each wing must be 2000mm wide.
20. Both vehicle access gates must be motorised and be controllable by remote control for opening and closing. The gate motors but be securely fitted and vandal-proof. The installation of the gate motors includes the electrical connection to ensure it can operate effectively.
21. Electrical COCs must be submitted for any electrical connections.
22. All gates must have the locking mechanism installed inside while enabling the person locking them to stand outside.
23. The vehicles access gates must be 4000mm long and 2200mm high.
24. Both gates must be of clear view fence panels to be fitted within frame with intermediate posts.
25. Gate fence panels must be affixed with Spider Fixator, M8 Mushroom heads cup-square bolts, M8 flat washers and M8 sheer nuts to fasten the Clear View fence.
26. The top of all gates must have Spear spikes (referred to in 5) installed at the top.
27. 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.
28. A retention fee of 10% will be withheld on interim payment certificates. The retention is payable after six (6) months of completion.
29. The service provider must include a 10% contingency amount on the pricing.
30. The service provider must make alternative arrangements for electrical connection points such as a generator should power not be available from the church premises.

31. The service provider must clean up the site and remove all rubble and all construction associated waste generated during construction.
32. 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).
33. 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.
34. The service provider is expected to provide a breakdown of the programme of works with the submission of the quotation.
35. The service provider must contract people from the local community. A record of contracted people must be kept and will be required for submission at the end of the project.
36. The project completion is estimated at 40 days from the date of site handover.
37. The service provider must provide an Engineer Certificate (Civil / Structural Engineer) certifying the completion and compliance with the Terms of Reference of the fence upon completion.
38. A 5 Year Warranty Certificate of the works and the material supplied must be provided immediately upon completion.
39. Payment will be done when the Completion Report, Warranty Certificates of both the works and materials, and a Record of local people employed have been submitted.
40. To ensure proper pricing and measurements are submitted at the time of Tender, it is compulsory for the service provider to attend the site briefing session. This will afford each interested service provider the opportunity to be fully aware of and to understand what is expected of them in the procurement processes and in the execution of the proposed contract.

#### 4. 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.

## 5. RETURNABLE DOCUMENTS

- a. SBD 1 Invitation to BID
- b. SBD 2 Tax Compliance Pin
- c. SBD 3 Pricing Schedule
- d. SBD 4 Declaration of Interests form.
- e. SBD 6.1 Preference points claim form (valid BBBEE certificate/sworn affidavit must be submitted together with this completed document).
- f. SBD 7.1 Contract Form (Works).
- g. General Conditions of Contract





**Service providers must be registered with the CIDB. Service providers with SQ 3 qualify to submit bids. A valid CIDB Certificate must be attached to the Offer submitted.**

**NB: Failure to submit completed returnable forms as mentioned above may automatically disqualify your quotation. Please ensure that you submit the CSD Registration Report.**

## 7. ANTICIPATED TIME SCHEDULE AND PROCESS

<b>Request for Tenders Issued</b>	e-tender/ SAHRA website/ CIDB	19 June 2024
<b>Closing date &amp; Opening of BIDs</b>	SAHRA Head Office	11 July 2024

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

- **Phase Two:**

Meeting the minimum threshold of the prequalification criteria (functionality), which is 60 points.

NO	CRITERIA	SCORING	WEIGHT
1.	The number of years of experience as a service provider in the supply and installation of fencing to properties:		
	10 or more years.....	5	
	7 - 9 years.....	4	
	5 – 6 years.....	3	
	3 - 4 years.....	2	
	1 – 2 years.....	1	
	No Experience.....	0	





	<b>The service provider must submit proof of experience with dates and details of projects.</b>		
<b>2.</b>	<p>Number of fencing projects successfully completed:</p> <p>10 or more projects</p> <p>7 - 9 projects</p> <p>5 – 6 projects</p> <p>3 - 4 projects</p> <p>1 – 2 projects</p> <p>No Project</p> <p><b>The service provider must list the number of fence projects successfully completed, with full details of name of each project, location, value of project and with client contact and reference details.</b></p>	<p>5</p> <p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>	
<b>3.</b>	<b>Total</b>		<b>100</b>

Bidders are required to obtain a minimum of 60 points out of 100 points to progress to the next phase of evaluation. Bidders who have obtained less than 60 points as prescribed above will be deemed as non-responsive.

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

## 9. 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.



## 10. SUBMISSION OF TENDERS

Tenders must be submitted in a sealed envelope, marked as confidential and for the attention of

### Supply Chain Management

**Project Name: SUPPLY AND INSTALLATION OF A CLEAR VIEW FENCE AROUND THE UCCSA IN GROUTVILLE, KWAZULU NATAL PROVINCE**

**Project Number: SAHRA/BGG/01/05/2024**

### Compulsory Site Briefing Session

**Date: 27 June 2024**

**Time: 11:00**

**Location: UCCSA Groutville (near the Chief Albert Luthuli Memorial)  
KwaZulu Natal Province.**

**BIDS must be placed in the Tender Box located at:  
SAHRA's Head Office  
111 Harrington Street,  
Cape Town**

**Or emailed to: [TenderInfo@sahra.org.za](mailto:TenderInfo@sahra.org.za)**

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: 11 JULY 2024 AT 11H00

**NO LATE TENDERS WILL BE ACCEPTED.**

**All queries may be sent in writing to:**

**Ms Y. Somtsewu**  
Supply Chain Manager  
South African Heritage Resources Agency  
111 Harrington Street  
Cape Town  
8000

Email: [ysomtsewu@sahra.co.za](mailto:ysomtsewu@sahra.co.za)

