



SOUTH AFRICAN HERITAGE RESOURCES AGENCY

TERMS OF REFERENCE

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES ALL SUITABLY, QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE REHABILITATION OF THE ALEXANDER PARK CONCENTRATION CAMP OBELIC IN POTCHEFSTROOM, NORTH WEST PROVINCE

SAHRA/BGG/ALEXA/2024



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11 September 2024

1. PURPOSE

- 1.1 The South African Heritage Resources Agency (SAHRA) hereby invites suitably qualified and experienced service providers to submit proposals for the rehabilitation of the Alexander Park Concentration Camp Obelisc.

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.
- 2.2 SAHRA is a statutory entity established under the National Heritage Resources Act, No. 25 of 1999 and, together with the provincial heritage resources authorities, is one of the bodies that replaced the National Monuments Council. 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 In terms of the National Heritage Resources Act, 25, (1999) (NHRA), SAHRA is enjoined with the responsibility of identifying and conserving graves of victims of conflict including the South African War (formerly known as the Anglo-Boer War) and of the Liberation Struggle. This is done through the erection, refurbishment and rehabilitation of memorials associated with these graves as part of preserving the national estate. The construction, refurbishment or rehabilitation of such memorials is considered according to the provisions of Section 44 of the NHRA as sites of cultural significance and national memory.
- 2.4 SAHRA undertook an assessment of the Alexander Park Cemetery Concentration Camp Memorial. The obelisc had broken off the plinth and had fallen down. However, apart from falling off, the rest of the structure, i.e the plinth is still intact, and the obelisc which despite lying on ground is also still in a good condition.
- 2.5 It is within this context that SAHRA wishes to appoint a competent service provider who will undertake the work of rehabilitating the Alexander Park Concentration Camp Obelisc in the North West Province.





3. SCOPE OF THE SERVICE REQUIRED

- 3.1 The service provider must repair the Alexander Park Concentration Camp memorial obelisc by remounting it on the plinth from where it fell. (See **10. ANNEXURE**).
- 3.2 The service provider must reinforce the obelisc underneath with steel rods before mounting it on the plinth.
- 3.3 The service provider must exercise extreme care not to damage the artwork on the obelisc during the entire process of mounting the obelisc.
- 3.4 The service provider must cut the grass around the plinth in a measurement of 25 square meters (5mx5m).
- 3.5 The service provider must engage services of a Structural Engineer to assess and make recommendations on how the structure could be strengthened. Thereafter, the service provider must implement in line with the recommendations of the structural engineer.
- 3.6 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.
- 3.7 A retention fee of 10% will be withheld on interim payment certificates. The retention is payable after six (6) months of completion.
- 3.8 The service provider must include a 10% contingency amount on the pricing.
- 3.9 The service provider must make alternative arrangements for electrical connection points such as a generator should power not be available at the cemetery.
- 3.10 The service provider must clean up the site and remove all rubble and all construction associated waste generated during construction.
- 3.11 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).
- 3.12 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.
- 3.13 The service provider is expected to provide a breakdown of the programme of works with the submission of the quotation.





- 3.14 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.
- 3.15 The service provider must provide a list of three (3) of successfully completed projects with full details of name of each project, location, value of project and with client contact and reference details for each project.
- 3.16 The project completion is estimated at 30 days from the date of site handover.
- 3.17 The service provider must provide an Engineer Certificate (Civil / Structural Engineer) certifying the completion and compliance with the Terms of Reference in rehabilitating the obelisc.
- 3.18 A two (2) year Warranty Certificate of the works and the material supplied must be provided immediately upon completion.
- 3.19 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.
- 3.20 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

- 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 3.3 Pricing Schedule
- d. SBD 4 Bidder's Disclosure



- e. SBD 6.1 Preference points claim form (valid BBBEE certificate / Sworn Affidavit must be submitted together with this completed document).
- f. SBD 7.2 Contract Form - Rendering of Services
- g. General Conditions of Contract

Service providers must be registered with the CIDB. Only service providers with a minimum of 1GB qualify to submit bids. A valid CIDB Certificate must be attached to the Offer submitted.

6. 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:** 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
Total points for Price and SPECIFIC GOALS	100

7. 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 of 80 points.

8. SUBMISSION OF PROPOSALS

- 8.1 Project bids must be submitted in a sealed envelope, marked as confidential and for the attention of **Supply Chain Management - Bid No: SAHRA/BGG/ALEXA/2024**

Compulsory Site Briefing Session

Date: 26 September 2024

Time: 11:00

Location: Alexander Park Cemetery, Potchefstroom, North West Province.

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

South African Heritage Resources Agency

111 Harrington Street

Cape Town

8000

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.

9. CLOSING DATE

**Closing date for bid offers and proposals: 11 October 2024 AT 11:00 AM
NO LATE PROPOSALS WILL BE ACCEPTED AFTER THE CLOSING TIME.**

10. ANNEXURE



Fig.1 The Obelisk lying on the ground after being falling off the plinth. The appointed service provider must first reinforce the obelisk before mounting it back on the plinth.



11. For Supply Chain Management information, please contact:

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12. For technical information, please contact:

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