



SOUTH AFRICAN HERITAGE RESOURCES AGENCY

TERMS OF REFERENCE

PROJECT NUMBER: SAHRA RFQ 25/2025

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED TO SUBMIT QUOTATIONS FOR THE REPAIRS OF THE GRAVESITE OF DR JAMES MOROKA IN THABA NCHU, FREE STATE PROVINCE



ACRONYMS

BBBEE	Broad-Based Black Economic Empowerment
CSD	Central Supplier Database
DSAC	Department of Sport, Arts & Culture
JV	Joint Venture
NHRA	National Heritage Resources Act of 1999
SAHRA	South African Heritage Resources Agency
SCM	Supply Chain Management
VAT	Value Added Tax



1. BACKGROUND

- 1.1** 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.
- 1.2** 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 died in the liberation struggle. This is done through the erection, rehabilitation, repairs 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.
- 1.3** The gravesite of Dr James Moroka is a National Heritage Site declared in terms of the NHRA in March 2016. A memorial wall with a granite plaque erected in the family cemetery was damaged due natural elements damaging one grave as it fell, and the interpretative plaque needs some work. Pursuant to the above mandate, SAHRA is seeking to remove repair the gravesite damaged by the storm, rebuilt the fallen memorial stone and correct the inscription panel.

2. PROPERTY INFORMATION

2.1 The Moroka Family Cemetery

The Moroka Family Cemetery is located on farm owned by the family on the outskirts of Thaba Nchu with seven graves and two memorials. The cemetery is fenced by steel palisade about 1400mm high and paved throughout. The first memorial structure contains an interpretative plaque detailing a short biography of Dr James Moroka. The second is a face brick memorial wall that has an interpretive plaque near the grave of Dr Moroka.



3. Description and Location of Property

Thaba Nchu, Mangaung Metropolitan Municipality, Free State Province.

3.1 Existing Condition

The overall site is in a relatively good condition both the fencing and the graves. Three areas of concern that need attention have been identified, the interpretative plaque on faced wall has fallen and damaged a grave. Furthermore, the inscription on the main memorial needs to be replaced. Adjustment to the fencing needs to be done to create more space for the face brick memorial plaque.

4. SCOPE OF WORK

SAHRA wishes to appoint a suitably qualified and competent professional service provider in the built environment who can undertake the following services:

A. REMOVAL, SUPPLY AND INSTALLATION OF A NEW PLAQUE

1. The service provider must carefully remove the main interpretative plaque and the trimmings thereof that are installed on the main memorial of Dr James Moroka (see Fig.1 in the Addendum).
2. The service provider must supply and install one polished Zimbabwean granite interpretative plaque measuring 1440mm x 800mm x 30mm and make good.
3. The service provider must supply and install four trimmings also of polished Zimbabwean granite measuring 1440mm x 800mm x 30mm and make good.
4. The interpretative plaque must be engraved with the logo of the Department of Sport, Arts and Culture (DSAC) and SAHRA and blasted with a text of 238 words.
5. SAHRA will supply the high-resolution logos, the design layout and the text for inscription to the winning bidder.
6. Approval of the layout of the inscription and spell check must be done by SAHRA blasting.



B. REPAIRS TO THE DAMAGED GRAVE

7. The service provider must remove the fallen interpretative plaque that is currently leaning on the headstone of one of the graves and store it for reinstallation.
8. The service provider must repair the grave damaged by the storm at the Moroka family cemetery.
9. The three components of the marble headstone which slightly slanted eastwards on being hit by the impact by the falling plaque must be carefully removed, refurbished, reinstalled upright, affixed and grouted with suitable adhesives and grouts and make good.
10. Remove damaged cladding, supply and install two polished Zimbabwean granite cladding on the western side of the grave measuring 1880mm x 188mm x 30mm & 1850mm x 150mm x 30mm.
11. Similar reinforcements to the one used before the damage must be used to strengthen the headstone.

C. REPAIRS TO THE FALLEN PLAQUE

12. The service provider must demolish the face brick wall where the interpretative plaque was installed.
13. The service provider must carefully remove the Rustenburg granite base at the top of the wall for reinstallation.
14. The service provider must carefully remove the fallen granite inscription plaque that is lodged against the grave and preserve it for reinstallation.
15. The wall must be constructed 2250mm away from the base of the grave. The height of the wall must be 1000mm high x 2200mm long x 700mm wide.

D. FENCING

16. Supply and fit steel two palisade galvanised fencing measuring 1500mm long x 1500mm high and make good. The design must be the same as the rest of the site.
17. Adjust 10meters of fencing by removing the palisade fence from its current position by 1500mm.
18. Reinstall and make good the removed palisade.



E. PAVING

- 19.** Taking out of existing paving, clean and set aside for reuse.
- 20.** Supply and lay new Cobblestone paving of 110mm x 110mm x 50mm on the newly expanded fenced area.
- 21.** The service provider must source a plastic membrane which must be laid under the paving to prevent grass from growing through the paving.
- 22.** The service provider must adjust the paving and its apron to cover the newly fenced area and around the new memorial wall.
- 23.** Remove paving in front of the main memorial, cut the root that is damaging the paving, reinstall the paving and make good.
- 24.** The service provider must remove paving on the portion lifted by the root growing under the paving in front of the Moroka Memorial.
- 25.** The service provider must cut the root, reinstall the paving and make it good.
- 26.** All preparation works that include soil excavation, spreading sand, compaction, grouting and other work for paving connected must be included in you offer.
- 27.** The paving must slope 1-2% to drain water away from the memorial site.
- 28.** All paving works will be 50m².

F. PERMIT

- 29.** The grave of Dr James Moroka is a grave of cultural significance that is a declared National Heritage Site and is therefore protected in terms of Section 36 of the NHRA. Thus, a permit is required to demolish, remove or alter it. The service provider must contract a heritage specialist to apply for a relevant permit from SAHRA before commencing any work of repairs on the site.

G. DISPOSAL OF CONSTRUCTION RUBBLE

- 30.** The service provider must clean up the memorial, remove all the rubble generated during construction and dispose of it at a designated site.

H. CONDITIONS CONNECTED TO THE SCOPE OF WORK

- 31.** 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. In compliance with OHS, the service provider must make provision of portable ablutions for their staff.
- 32.** The service provider is to take into account all costs related to the setting up of site and setting up of works. These should be included in the Final Offer.



33. 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.
34. The service provider must provide an Engineer Certificate (Civil / Structural Engineer) certifying the completion and compliance with the Terms of Reference of the newly constructed memorial wall and the stability of the plaque mounted on it. The Engineer must be registered in terms of the Engineering Professions Act 46 of 2000.
35. All work will be measured, and claims will be considered based on work done.
36. The service provider must make alternative arrangements for electrical connection points such as a generator as power is not available at the memorial site.
37. The service provider must provide a programme of works clearly detailing work activities with timelines at their own cost.
38. The service provider is responsible for the safe keeping of his goods and must appoint at his/her own costs suitable and qualified security to the site/s during the period of the contract (from date of Site Handover until Practical Completion).
39. All costs of necessary certificates from the structural engineer and related professionals must be included in your Offer.
40. A retention fee of 10% will be withheld on interim payment certificates. The retention is payable after six (6) months of completion.
41. The service provider must include a 10% contingency amount on the pricing.
42. A 5 Year Warranty Certificate of the works and the material supplied must be provided immediately upon completion.
43. The service provider must submit to the SAHRA an Inception Report at least one week after Site Handover.
44. Final 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.
45. The project completion is estimated to take no longer than 2months from date of the site handover.
46. All descriptions where trade names or proprietary products are specified are deemed to include the phrase "or" "other approved".
47. 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.



48. REPORTING REQUIREMENTS AND APPROVAL PROCEDURE

- a. The service provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the services. Notwithstanding any other requirements, the service provider shall submit a monthly progress report to the Employer in a format approved by the Employer.
- b. All project milestones including associated reports are to be approved by the employer prior to proceeding to the next stage of the project. Budgets, cash flows and execution programmes are also subject to the approval of the employer.

49. TERMS AND CONDITIONS OF TENDERING

- a) All costs and expenses incurred by potential service providers relating to their submission of the tender 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 tender or the cancellation of this project.
- b) While SAHRA endeavours 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.
- c) SAHRA reserves the right to waive deficiencies in project proposals/quotations. The decision as to whether a deficiency will be waived or will require the rejection of a project proposal/quotations will be solely within the discretion of SAHRA.
- d) 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/quotations.
- e) SAHRA reserves the right not to make any appointment from the tenders/quotations submitted.
- f) Service providers shall not make available or disclose details pertaining to the tender/quotations with anyone not specifically involved, unless authorized to do so by SAHRA.
- g) Service providers shall not issue any press release or other public announcement pertaining to details of their tender/quotations without the prior written approval of SAHRA.
- h) Service providers are required to declare any conflict of interest they may have in the transaction for which the tender/quotation is submitted or any potential conflict of interest. SAHRA reserves the right not to consider further any proposal and/or tender/quotations where such a conflict of interest exists or where such potential conflict of interest may arise.
- i) SAHRA reserves the right to verify the authenticity of the evidence submitted. Should the evidence submitted be found to be misrepresented, the bidder would be disqualified and reported to the National Treasury Database of restricted service providers.



- j) SAHRA reserves the right to disqualify any bidder regardless of scoring, on the basis of one or more negative reviews.
- k) A valid original Tax Compliance PIN and CSD registration report must be submitted, failing which the relevant service provider's proposal shall not be considered.
- l) Any and all project proposals and/or tenders shall become the property of SAHRA and shall not be returned.
- m) The tender should be valid and open for acceptance by SAHRA for a period of 90 days from the date of submission.
- n) Service providers are advised that submission of a proposal and/or tender gives rise to no contractual obligations on the part of SAHRA.
- o) It is expected of service providers to familiarise themselves with the properties before submitting their tender offer.
- p) SAHRA reserves the right not to accept any proposal and/or tender which does not comply with the TERMS OF REFERENCE and conditions set out in the tender documents.
- q) Please note that SAHRA will view every proposal and/or tender against the spirit and purpose of the National Heritage Resources Act No 25 of 1999.
- r) The Government Immovable Asset Management Act 2007, the Public Finance Management Act 1999, and the Occupational Health & Safety Act 1993, must be adhered to, and to direct all efforts to comply with, for the proposed project.
- s) SAHRA reserves the right to verify the authenticity of the evidence submitted. Should the evidence submitted be found to be misrepresented, the bidder would be disqualified and reported to the National Treasury Database of restricted service providers.
- t) SAHRA reserves the right to disqualify any bidder regardless of scoring, on the basis of one or more negative reviews.
- u) 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.
- v) All returnable proposal / tender documents must be completed in full and submitted together with the service provider's quote.
- w) 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.
- x) 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.
- y) It is the conditions of this RFQ that, a quotation is submitted together with the following completed forms; kindly submit fully completed Bid Documents.
- z) SAHRA reserves the right to revise any aspect of these timeframes at any stage, and to amend the process at any stage.



50. RETURNABLE DOCUMENTS

- 1) SBD 1 Invitation to BID
- 2) SBD 2 Tax Compliance Status Pin
- 3) SBD 3 Pricing Schedule
- 4) SBD 4 Declaration of Interests form.
- 5) SBD 6.1 Preference points claim form (valid BBBEE certificate must be submitted together with this completed document).
- 6) SBD 7.2 Contract Form (Rendering Services).
- 7) General Conditions of Contract. On the 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. Please ensure that you submit a valid tax compliance status pin.

51. EVALUATION CRITERIA

a. Evaluation of Tenders

All proposal offers received shall be evaluated based on the following phase out approach: Before evaluating Tender offers, the Bids will be in accordance with Method 2 of the CIDB Standard Tender Evaluation in three stages, namely:

Stage 1: Administrate Compliance.

Stage 2: Technical Compliance

Stage 3: Financial Offer and Specific Goals

b. Stage 1: Administrative Compliance

Bidders must comply with the set of **administrative compliance requirements** listed below. Failure to comply with any of the below requirements will lead to immediate rejection of the bid.



a) Compulsory Briefing:

Bidders must attend the compulsory briefing meeting on site.

b) CIDB:

Bidders must be registered with CIDB with a contractor grading designation equal to **1GB or higher**. Contractors without a GB designation will not be considered. It is the responsibility of the service provider to ensure that the status of CIDB grading is active for the duration of the bidding process until award. Should the status of the bidder be inactive or suspended during the evaluation process the bidder will be disqualified. A valid CIDB Certificate must be attached to the Offer submitted.

Bidders who comply with all the above requirements will proceed to Stage 2 for evaluation on Technical Compliance. Bidders who fail to comply with any of the above requirements will be disqualified from the bidding process and will not be considered for Technical Compliance.

c. Stage 2 Technical Compliance

a) Company Experience: Bidders MUST provide evidence of the completion of at least two (2) construction projects with a CIBD grade of **1GB or higher** with a rand value of **R 200 000.00** and above for each project. The evidence provided **must not be of projects older than 5 years**.

b) The following evidence is required for company experience:

- Final Completion certificate of the completed works and proof from the Client/ Employer of completed project in the form of project number (Reference number) and financial year it was implemented and completed.
- The bidder must note that Appointment letters, Purchase Orders and Sub-contracting Agreements without Completion certificates will not be accepted as evidence for company experience.
- SAHRA will verify evidence provided and no points will be allocated if experience provided as evidence is unknown.



c) Methodology

The bidder shall submit a project proposal highlighting the methodology to be used in the project. The proposal submitted must demonstrate the bidder's level of understanding of the project scope and project timelines from the date of handover.

- **Project Organogram**

Team Capability:

Bidders must submit CV's and valid copies of professional registrations and qualifications (where applicable) for the Structural Engineer. **Failure to submit both the CV and a valid copy of qualifications/certificates/ proof of professional registration for the structural engineer will result in immediate rejection of the bid.**

RESOURCES	QUALIFICATIONS	NO OF YEARS' EXPERIENCE
Structural Engineer	Relevant Diploma or Degree in Civil Engineering and must provide proof registration with the Engineering Council of South Africa.	5 or more years

Bidders who comply with all the above requirements will proceed to Stage 3 for evaluation on Price and Specific Goals. Bidders who fail to comply with any of the above requirements will be disqualified from the bidding process.

d. Stage 3: Price and Specific Goals

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



Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company.

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.

52. SUBMISSION OF TENDERS

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

Supply Chain Management

Project Number: SAHRA RFQ 25/2025

Project Name: Repairs to the Dr James Moroka Gravesite, Thaba Nchu, Free State Province.

Quotations must be placed in the Tender Box located at:

Bids 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

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. SAHRA will not be held liable and/or responsible for late deliveries and submissions.

53. CLOSING DATE AND TIME

Closing Date: 18 September 2025 at 11h00AM.

No late Tenders will be accepted.



54. Compulsory Clarification Meeting

A compulsory clarification meeting for all bidders will be held on **11 September 2025 @11:00am**, at the Moroka Family Cemetery, Moroka Farm, Thaba Nchu, Free State Province.

55. For further information please send a written query to:

Ms M. Tantsi
Acting Senior SCM Compliance Officer
The South African Heritage Resources Agency
111 Harrington Street
Cape Town
Email: mtantsi@sahra.org.za

ADDENDUM TO THE TORs

1. MEMORIAL INSCRIPTION

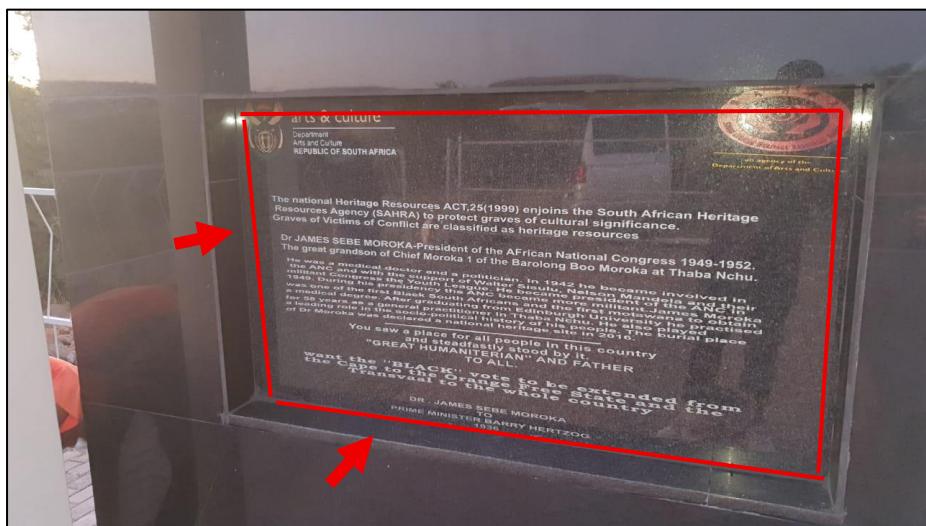


Fig.1 Interpretative plaque (red rectangular box) and its trimmings (red arrows) that needs to be removed. Anew one must be sourced and installed.



2. DAMAGED GRAVE



Fig.2 Base of the grave damaged by a falling granite plaque.



Fig.3 The granite plaque that fell from the memorial wall
damaging the grave.