



TERMS OF REFERENCE

PROJECT NUMBER: RFQ SAHRA 42/2025

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED TO SUBMIT QUOTATIONS FOR THE UPGRADE OF THE GRAVESITE OF ZOLILE HECTOR PIETERSON IN AVALON CEMETERY, JOHANNESBURG, GAUTENG 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 Victims of Conflict including those died in the liberation struggle. This is done through the erection, rehabilitation, repairs, 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 grave of Zolile Hector Peterson is protected in terms of the NHRA as a grave of a Victim of Conflict. While the grave has a tombstone that was erected, commissioning new tombstones to upgrade the grave will amplify the role he played.

2. PROPERTY INFORMATION

2.1 The Avalon Cemetery

The grave of Zolile Hector Peterson is in Avalon Cemetery, Johannesburg, Gauteng Province. It is under the jurisdiction of the Johannesburg City Parks and Zoo (JCPZ).

3. Description and Location of Property

Avalon Cemetery, City of Johannesburg Metropolitan Municipality, Gauteng State Province.



3.1 Existing Condition

The overall site is in a relatively good condition.

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 OF OLD TOMBSTONES

1. The service provider must carefully remove the tombstones that are currently installed on the site. These include the kerbs, the headstone and any bases.
2. The old tombstones must be transported to a place determined by the family.

B. GROUND WORKS

3. The service provider must excavate around the grave to a depth of 300mm and thereafter apply a G5 crusher run which must be compacted to a thickness of 150mm.
4. The service provider must source and fill the grave foundation trenches with a mixture of high strength concrete which will serve as foundation for the kerbs to a thickness of 150mm.

C. SUPPLY AND INSTALLATION OF A NEW TOMBSTONES

5. The service provider must supply and install four polished Black Rustenburg granite (4) kerbs. Two kerbs for each long side measuring 2000mm long, 100mm thick, 250mm high. The second set of kerbs for the back and front must be 900mm long, 100mm thick and 250mm high each.
6. The headstone must be two wings of polished Black Rustenburg granite. The height of the headstone should be 1500mm high, 100mm thick and 800mm wide.
7. The headstone must have a round column separating the wings measuring 100mm in diameter and 1600mm high. (see illustration on Fig.1). The column must be of polished desert brown granite.
8. The service provider must procure a marble carved clenched fist that must be installed on top of the column. The fist must be 250mm in height. (see Fig.1 & Fig.2). The fist must be painted black in colour.



9. The fist must be affixed on top of the column with epoxy or some other high strength adhesive.
10. The headstone must be installed on a base that is 250mm high x 200mm thick x 800mm long.
11. A ledger of black polished Rustenburg granite must be laid on top of the grave and must rest on the kerbs that will have been installed.
12. The ledger must be of polished Black Rustenburg granite measuring 2000mm long 900mm wide and 250mm thick.
13. The design of the ledger must be similar to the one marked 'A' in Fig.3 on the addendum. It must be a single ledger. The strip at the top must not be installed such that the ledger has a top that is polished and flat. Refer to Fig. 3.
14. A 3D sketch of the grave and general layout must be produced and submitted to SAHRA for approval.
15. The text and two high resolution logos for blasting on the headstone and ledger will be provided by SAHRA.
16. A maximum of 150 words will be provided.
17. Inscription must only be on one wing of the headstone.

D. PERMIT

18. The grave of Zolile Hector Pieterse is a grave of a Victim of Conflict that is protected as Heritage Site 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 (Archaeologist) to apply for a relevant permit from SAHRA before commencing any work of upgrading the site. Therefore, the service provider must include in their final offer an amount for permitting fees.

E. DISPOSAL OF CONSTRUCTION RUBBLE

19. The service provider must clean up the site and remove all the rubble generated during construction and dispose of it at a designated site.

F. CONDITIONS CONNECTED TO THE SCOPE OF WORK

20. 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.



21. 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.
22. 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.
23. 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.
24. All work will be measured, and claims will be considered based on work done.
25. The service provider must make alternative arrangements for electrical connection points such as a generator as power is not available at the gravesite.
26. The service provider must provide a programme of works clearly detailing work activities with timelines at their own cost.
27. 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).
28. All costs of necessary certificates from the structural engineer and related professionals must be included in your Offer.
29. A retention fee of 10% will be withheld on interim payment certificates. The retention is payable after six (6) months of completion.
30. The service provider must include a 10% contingency amount on the pricing.
31. A 5 Year Warranty Certificate of the works and the material supplied must be provided immediately upon completion.
32. The service provider must submit to the SAHRA an Inception Report at least one week after Site Handover.
33. 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.
34. The project completion is estimated to take no longer than 2months from date of the site handover.
35. All descriptions where trade names or proprietary products are specified are deemed to include the phrase "or" "other approved".
36. 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.

5. REPORTING REQUIREMENTS AND APPROVAL PROCEDURE

5.1 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.

5.2 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.

6. 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/quotation 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/quotation 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/or CSD registration report must be submitted, failing which the relevant service provider's proposal shall not be considered.
- a) Any and all project proposals and/or tenders shall become the property of SAHRA and shall not be returned.
- b) The tender should be valid and open for acceptance by SAHRA for a period of 90 days from the date of submission.
- c) Service providers are advised that submission of a proposal and/or tender gives rise to no contractual obligations on the part of SAHRA.
- d) It is expected of service providers to familiarise themselves with the properties before submitting their tender offer.
- e) 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.
- f) 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.
- g) 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.



- h)** 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.
- i)** All returnable proposal / tender documents must be completed in full and submitted together with the service provider's quote.
- j)** 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.
- k)** 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.
- l)** It is the conditions of this RFQ that, a quotation is submitted together with the following completed forms; kindly submit fully completed Bid Documents.
- m)** SAHRA reserves the right to revise any aspect of these timeframes at any stage, and to amend the process at any stage.

7. RETURNABLE DOCUMENTS

- 1)** SBD 1 Invitation to BID
- 2)** SBD 2 Tax Compliance Pin Status
- 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 an original valid tax clearance certificate.



8. EVALUATION CRITERIA

8.1 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

8.2 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.

8.3 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.

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.

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.

8.4 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 (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.



9. SUBMISSION OF TENDERS

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

Supply Chain Management

Project Number: RFQ SAHRA 42/2025

Project Name: Upgrade of the grave of Zolile Hector Pieterson, Avalon Cemetery, Johannesburg, Gauteng 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.

10. CLOSING DATE AND TIME

Closing Date: **04 December 2025 at 11h00.**

No late Tenders will be accepted.

11. Compulsory Clarification Meeting

A compulsory clarification meeting for all bidders will be held at the Avalon Cemetery, Johannesburg, Gauteng Province. @ **12pm** on the **27 November 2025**

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

Ms M. Tantsi
Supply Chain Officer
The South African Heritage Resources Agency
111 Harrington Street
Cape Town



ADDENDUM TO THE TORs

1. Sketch of the Headstone design

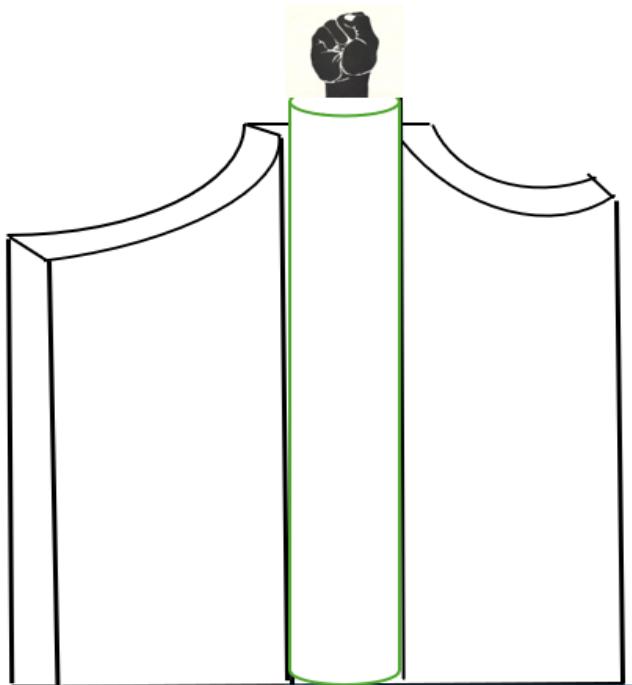


Fig.1 A sketch of the headstone. The drawing is not scale but designed to give an overall impression of the design.



Fig.2 Example of clinched fist carved from marble.



Fig.3 The design of the ledger must be similar to the one marked A. It is a single ledger. The strip at the top pointed by the red arrow must not be installed such that the ledger has a top that is polished and flat.