



TERMS OF REFERENCE

PROJECT NUMBER: RFB SAHRA 02/2025

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA) INVITES SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO SUBMIT QUOTATIONS FOR THE REMOVAL OF A STATUE, THE DESIGN, COMMISSIONING AND ERECTION OF A NEW STATUE, AND THE REPAIRS AND UPGRADE OF THE DUNCAN VILLAGE MEMORIAL IN DUNCAN VILLAGE TOWNSHIP, EASTERN CAPE 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 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 Duncan Village massacre is a historical event in which approximately 31 people were killed because of violent clashes between the residents of Duncan Village and the apartheid security forces on 11 August 1985. Subsequently, a memorial was constructed and unveiled in 2008 to honour the victims who were killed in the massacre. Over time, the memorial has deteriorated due to vandalism, and there is a need for repairs and improvements to be done on the site.

1.4 Pursuant to the above mandate, part of the work involves engaging stakeholders particularly families of those who died in coordination with SAHRA. SAHRA was requested by the DSAC to initiate a project to remove the existing statue, design and commission a new approved statue and undertake repairs and upgrades to the Duncan Village Massacre Memorial in Duncan Village. A consultation exercise between the DSAC, the DSRAC, BCMM, ECPHRA and SAHRA and the

community has necessitated that the current statue be removed, and a new statue be installed in its place.

2. PROPERTY INFORMATION

2.1 The Memorial

The memorial site has various components within the yard where it is located. The memorial structure has a statue of a warrior mounted on top of a plinth that rests on octagonal shaped steps around it. The plinth is clad in polished granite and has inscriptions that provide interpretation, while the octagonal shaped steps are also clad in polished granite. However, the granite cladding on both the plinth and the steps have been vandalised and would need to be replaced with the same granite.

2.2 The Fence & Paving

The memorial is fenced with steel palisade fence with entrance gates. These have been partially vandalised. Furthermore, a portion of the site around the octagonal shaped steps is also paved. This paving has now been obscured by grass.

3. Description and Location of Property

Duncan Village Township, Msimango Street, Buffalo City Metropolitan Municipality (BCMM), Eastern Cape Province.



Fig.1 Location of the memorial in Duncan Village Township.

3.1 Existing Condition

The memorial is in a state of disrepair as it has been vandalised. Its octagonal shaped steps clad in polished granite have been chipped off in several places as people attempted to remove the granite cladding. The plinth on which the statue stands has also been stripped of granite. Access gates to the site have been vandalised and portions of the steel palisade fence has been removed. The entire paving on the site has also been obscured by growing grass.

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 CURRENT STATUE

1. The service provider must carefully remove the statue that is currently on the site and transport it for storage at the East London Museum. Damage to statue incurred during removal and transportation will be repaired at the service provider's cost.
2. The plinth where the statue is mounted must be preserved as it will be the same plinth that will be used for mounting the new statue.

3. The service provider must notify SAHRA of the date and time of the removal of the statue.

B. DESIGN AND INSTALLATION OF NEW STATUE

4. The service provider must design, construct and mount a life size bronze statue of a black African woman carrying a child on her back advancing forward carrying stone on the other hand. (The final option of the posture will be approved as sketches become available)
5. Her attire must be a T-shirt and a skirt.
6. The height of the statue must be 1800mm.
7. The breadth of the statue must be 500mm.
8. The statue must be mounted on plinth that is currently on site. A structural engineer must certify the suitability of the plinth to mount the proposed statue, and to certify its stability after it is mounted.
9. The service provider must first produce an electronic 3D sketch of the statue and the memorial area. These must be presented to SAHRA for discussion and where requests for modification will be done.
10. Thereafter, the service provider must produce one miniature wax model (maquette) of the statue and the refurbished memorial showing the fencing, the steps, plinth, statue, installed benches and interpretative plaques. The maquette, and any amendments thereto arising from stakeholder input, must be approved by SAHRA before the life-size wax model is produced.
11. Others design aspects of the statue (such as posture) will be provided to the service provider after appointment.
12. Once the life size wax model has been produced, the service provider must facilitate access to the studio for verification by SAHRA.
13. Any amendments to the miniature size model and the life size models arising from stakeholder input, must be approved by SAHRA before the life-size wax model is produced.
14. Produce a life size wax model of the statue for final approval before moving to the next stage. Several changes to the model may need to be effected before the final approval of the statue design is granted. Therefore, the service provider needs to take this into account.

15. The final design that is agreed upon and signed off will be the one that must be produced in bronze at the foundry as the final product.
16. On completion of the design, the service provider must subject the statue to a process of patination after the sculptural process to ensure its durability.
17. The service provider must transport the finished bronze statue for installation at the memorial site. Therefore, the quotation must make provision for the transportation and installation of the statue.
18. The service provider must provide proof in the form of a letter that they have secured services of an artist with relevant experience in the production of statues who will provide services of producing the statue.
19. The sculpturing artist must submit through the service provider proof of the authenticity of the material used, i.e. that bronze was used at the foundry in making the statue, not any other material.

C. PLINTH

20. The statue must be mounted on the plinth that is currently on site. The structural engineer must assess the plinth and ensure that it is stable enough to carry the mounted statue.
21. The plinth must be clad with polished royal cream gold granite all around measuring 1430mm in length and 1400mm width. Refer to Annexure A
22. The service provider must source 6 black polished Rustenburg granite plaques measuring 750mm x650mm and 30mm in thickness. These must be installed on the royal granite cladding.
23. The service provider must replace the missing granite trimmings with similar granite type at the bottom of the granite cladding around the plinth.
24. Engraving of the site interpretative plaque must be in the two official languages bearing the logos of SAHRA and the Department of Sport, Arts and Culture (DSAC). The text will be supplied by SAHRA during the project and there will be a provisional amount in which they will price against.

D. OCTAGONAL SHAPED STEPS

25. The octagonal shaped steps around the memorial must be stripped of all damaged and chipped granite and make good.

26. The service provide must remove all damaged granite from the edges of the platform where the plinth stands and make good.
27. The service provider must source the same granite measuring 4250mmx520mmx30mm; (Step1); 3850mmx520mmx30mm (Step 2); and Step 3440mmx520mm x30mm (Step 3)

E. PAVING

28. The paving currently installed around the site must be removed, stored and reused to pave the same area.
29. The rest of the site must be paved with 60mm charcoal coloured interlock paving bricks.
30. The paving must slope 1-2% to drain water away from the memorial site.
31. The paving be trimmed with 1000mm x 280mm x 180mm precast concrete kerbs which must run along the fence.
32. All grass must be cleared and removed.
33. A total area of 385m² must be paved with both the current paving bricks and 60mm charcoal coloured interlock paving bricks.
34. A bidim cloth must be overlaid before installation of the paving bricks to prevent the growth of grass.
35. All preparation works that include soil excavation, spreading sand, compaction, grouting and other work for paving connected must be included in the Offer.

F. FENCING & GATES

36. The service provider must source a clear view fence with an aperture (mesh opening) of 76mm x 12.7mm.
37. The clear view mesh panel height must be 2400mm above ground and a length of 3000mm.
38. The total length of the area to be fenced is 70m.
39. All mesh panels must be affixed to Deltaview or Bekafix or equivalent secure steel posts matching the colour of the fence panels.
40. The footing for each steel post must be a high strength concrete mixture on 600mm wide x 600mm long x 600mm deep hole.
41. The service must procure the Spider Fixator, M8 Mushroom heads cup- square bolts, M8 flat washers and M8 sheer nuts to fasten the clear view fence to the Deltaview or Bekafix equivalent secure steel posts.

42. A pedestrian gate with locks must be constructed. It must be a single swing gate made from Clearview measuring 800mm wide and 2000mm high. The pedestrian gate must be located where the current gate is located.
43. A vehicle access gate measuring 3000mm wide and 2400mm high must be constructed where the current vehicular gate is located.
44. The vehicle gate must be a manual sliding gate installed with locks.

G. INTERPRETATIVE PLAQUES

45. The service provider must source 6 interpretative plaques of black Rustenburg granite. Four of the interpretative plaques must measure 30mm thick, 750mm long and 650mm wide.
46. Two of the interpretative plaques must measure 30mmx1000mmx1000mm.
47. Inscriptions that are still on site must be retained and recoloured to make them legible.
48. The words on all the interpretative plaques will be approximately 3000 words.

H. BENCHES

49. The service provider must supply and install 4 (four) precast concrete garden benches with a backrest to be placed as directed by SAHRA.
50. The bench must be 1500mm in length and 700mm in height. The height of the seat from the ground must be 400mm high, the width of the seat must be 400mm and its back rest must be 450mm.
51. The proposed design is attached. **Refer to Annexure A.**
52. The service provider must obtain approval from SAHRA for the design before construction.

I. DISPOSAL OF CONSTRUCTION RUBBLE

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

J. CONDITIONS CONNECTED TO THE SCOPE OF WORK

54. 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.

55. 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. The pricing schedule must be completed for the submission of all rates and the final offer.
56. 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.
57. The service provider must provide an Engineer Certificate (Civil / Structural Engineer) certifying the completion and compliance with the Terms of Reference of the fence, the memorial structure and the statue installation upon completion. The Engineer must be registered in terms of the Engineering Professions Act 46 of 2000.
58. All work will be measured and claims will be considered based on work done.
59. The service provider is to take into account all costs related to this setting up on site and setting up of works. These should be included in the Final Offer.
60. The service provider must make alternative arrangements for electrical connection points such as a generator as power is not available at the memorial site.
61. The service provider must provide a programme of works clearly detailing work activities with timelines at their own cost.
62. 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).
63. All costs of necessary certificates from the structural engineer and related professionals must be included in your Offer.
64. A retention fee of 10% will be withheld on interim payment certificates. The retention is payable after six (6) months of completion.
65. The service provider must include a 10% contingency amount on the pricing.
66. A 5 Year Warranty Certificate of the works and the material supplied must be provided immediately upon completion.
67. The service provider must submit to the SAHRA an Inception Report at least one week after Site Handover.
68. 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.
69. The project completion is estimated to take no longer than 3months from date of the site handover.

70. All descriptions where trade names or propriety products are specified are deemed to include the phrase “or” “other approved”.

71. 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/quotation 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/quotation 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 Status 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 120 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) 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.
- i) SAHRA reserves the right to disqualify any bidder regardless of scoring, on the basis of one or more negative reviews.
- j) 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.
- k) All returnable proposal / tender documents must be completed in full and submitted together with the service provider's quote.
- l) 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.
- m) 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.
- n) It is the conditions of this RFQ that, a quotation is submitted together with the following completed forms; kindly submit fully completed Bid Documents.
- o) 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) 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 an original valid Tax Compliance status pin

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: Administrative 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 **2GB or higher**. Contractors with designation lower than **2GB** 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) similar projects with CIDB grade of **2GB or higher** with a rand value of **R1 000,000.00 (One Million Rand)** and above for each project. The evidence provided **must not be of projects older than 5 years (not older than 2020)**.

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 signed 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. Please kindly note all evidence submitted must be signed.

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 following team members. **Failure to submit both the CV and valid copies of qualifications/certificates/ proof of professional registration will result in immediate rejection of the bid.**

RESOURCES	QUALIFICATIONS	NO OF YEARS' EXPERIENCE
Site Agent	N/A	5 or more years
Civil Engineer	Relevant Diploma or Degree in Civil Engineering and must provide proof registration with the Engineering Council of South Africa.	5 or more years
Foreman	N/A	5 or more years
Occupational Health and Safety Officer	NOSA Certification or any other NQF 5 qualification or higher in Health and Safety Management.	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.

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 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.

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: RFB SAHRA 02/2025

Project Name: Removal of a Statue, the Design, Commissioning and Erection of a New Statue, and the Repairs and Upgrade of the Duncan Village memorial in Duncan Village Township, Eastern Cape 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: 10 June 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 Duncan Village Massacre Memorial in Duncan Village Township on Msimango Street (near Kusile High School), Eastern Cape Province.

Site Briefing date: 28 May 2025 at 12h00

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

Mr S. Mthembu
Acting SCM Manager
The South African Heritage Resources Agency
111 Harrington Street
Cape Town

ADDENDUM TO THE TORs

1. SAMPLE DESIGN FOR THE CONCRETE GARDEN BENCHES



NB: This picture is for illustration of the type of concrete garden bench envisaged for installation on site.



2. Royal Granite to be used on the Plinth



Fig. 1 Royal Granite for the plinth (picture of the current granite plinth on site)