

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC))</b>					
BID NUMBER:	GTAC 008-2022-23	CLOSING DATE:	21 APRIL 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A DESIGN TEAM FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF A PURPOSE BUILT STANDARD DESIGN SOUTH AFRICAN HIGH COMMISSION CHANCERY AND HIGH COMMISSIONER'S OFFICIAL RESIDENCE IN NEW DELHI, INDIA				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>GTAC TENDER BOX</b>					
<b>240 MADIBA STREET (CORNER THABO SEHUME STREET AND MADIBA STREET) PRETORIA</b>					
<b>NATIONAL TREASURY BUILDING: GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC)</b>					
<b>GROUND FLOOR, RECEPTION AREA</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Lebakang Mogale		CONTACT PERSON	Lebakang Mogale	
TELEPHONE NUMBER	012 315 5280		TELEPHONE NUMBER	012 315 5280	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	psp@gtac.gov.za		E-MAIL ADDRESS	psp@gtac.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>

<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
 (Proof of authority must be submitted e.g. company resolution)

DATE: .....



international relations  
& cooperation

Department:  
International Relations and Cooperation  
REPUBLIC OF SOUTH AFRICA



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## TERMS OF REFERENCE

**APPOINTMENT OF A DESIGN TEAM FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF A PURPOSE BUILT STANDARD DESIGN SOUTH AFRICAN HIGH COMMISSION CHANCERY AND HIGH COMMISSIONER'S OFFICIAL RESIDENCE IN NEW DELHI, INDIA**

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## BACKGROUND INFORMATION

<b>Contracting authority</b>	Government Technical Advisory Centre (GTAC), Department of International Relations and Cooperation (DIRCO)
<b>Name of project</b>	"APPOINTMENT OF A DESIGN TEAM FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF A PURPOSE BUILT STANDARD DESIGN SOUTH AFRICAN HIGH COMMISSION CHANCERY AND HIGH COMMISSIONER'S OFFICIAL RESIDENCE IN NEW DELHI, INDIA"
<b>Bid Reference Number</b>	GTAC 008-2022-23
<b>Budget Manager</b>	Tumisang Moleke Head: PPP Unit Government Technical Advisory Centre (GTAC)
<b>Purpose</b>	To manage the planning and design for construction of a South African commission chancery and high commissioner's official residence project of the Department of International Relations and Cooperation (DIRCO) in New Delhi.

APPOINTMENT OF A DESIGN TEAM FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF A SOUTH AFRICAN HIGH COMMISSION CHANCERY AND HIGH COMMISSIONER'S OFFICIAL RESIDENCE IN NEW DELHI, INDIA

## **1. BACKGROUND**

The Government Technical Advisory Centre (GTAC) is a component of the National Treasury and has been retained as the procuring authority by the Department of International Relations and Cooperation (DIRCO) to provide technical advisory services in the procurement of a design team for the construction of South African High Commission Chancery and High Commissioner's Official Residence in New Delhi, India. The Government of the Republic of South Africa, represented DIRCO, herein after referred to as 'The Client', owns a portfolio of properties abroad, through which it conducts its official business. Properties include Embassies, Consulates-General (offices), Official Residences (for Ambassadors / High Commissioners / Consuls-General / Deputy Heads of Mission) and staff accommodation. It is planned to construct a purpose-built Chancery (Office) and Official Residence (High Commissioner's Residence) on the same parcel of land located at Plot 28A, Chanakayapuri, Diplomatic Enclave in New Delhi. The vacant parcel of land, measuring approximately 3 320m<sup>2</sup>, is owned by the South African Government. The vacant property is fenced with a perimeter wall and vehicle entrance at present. It is planned to construct a purpose-built Chancery (Office) and Official Residence on the parcel of land located at 28A, Rizal Marg, Diplomatic Enclave, Chanakyapuri, New Delhi. The entire property will accommodate the Chancery building of the South African Diplomatic Mission in New Delhi, as well as the Official Residence. The above project plans ("Project") are known as Phase I (Chancery) and Phase II (Official Residence) of the Project. The Government Technical Advisory Centre (GTAC) on behalf of DIRCO wishes to procure the services of experienced Architects to provide 3rd Stage Sketch Drawings and concept designs in respect of the above.

## **2. PURPOSE**

This document is designed to enable the GTAC and DIRCO to identify, select and appoint a suitable and professional Design Team, to design, develop, and manage the design and construction of a new Chancery and Official Residence facility for DIRCO in New Delhi, India. The appointed Design Team will essentially run the processes for all local approvals and requirements, including permitting and language requirements (English) for such design and project and construction documents.

## **3. SERVICES REQUIRED**

3.1. GTAC and DIRCO invites interested companies (Bidders) to bid in accordance with this TOR in order for GTAC on behalf of DIRCO to select a suitable service provider to provide the services required.

The Client wishes to appoint a full professional Design Team to deal with the main disciplines:

- a) The project planning and execution of the project;

- b) Concept design, Development and Detail design, and Technical design;
- c) Plan Approvals prior to tender process;
- d) Tender for construction process in New Delhi;
- e) Contract Management;
- f) Pre-Construction Management;
- g) Construction Management;
- h) Financial and Cost Management;
- i) Risk Management;
- j) Close out, Latent defects and Liability period, and hand-over administration; and
- k) Develop maintenance training plans, post construction;

3.2. The Design Team should consist of no less than the following professionals:

- a) A Principal Architect / Architect**, who will also be the Principal Agent of the project;
- b) A Quantity Surveyor**;
- c) Engineer[s]** specializing in the following fields:
  - Civil Engineering;
  - Structural Engineering;
  - Electrical Engineering; and
  - Mechanical Engineering;

3.3 It is expected that the Design Team will also focus on:

- a) Facilitation of processes;
- b) Facilitation of permitting and licensing including environmental and health and safety;
- c) Facilitation of approvals with local authorities;
- d) Facilitation with translation of documents where it is required;
- e) Production of English design sketches and plans for purposes of local use and Client use;
- f) Liaison between local authorities and Client where the Mission / South African High Commission in New Delhi cannot facilitate this function;
- g) Advising on market trends;
- h) Advising on technical constraints;
- i) Assist with preparing tender and bid documents;
- j) Assist with bid evaluations in terms of providing technical inputs vis-à-vis local norms (The Client reserves the right to choose which bid is preferred);
- k) Advising on procurement methods;
- l) Overseeing and limited management role;
- m) Facilitating testing, inspections and certifications with compliance;
- n) Facilitating security on site;
- o) Facilitating Risk Management;

#### **4. PROJECT STAGE AND INFORMATION**

Below stages to run concurrently where possible:

##### **Stage I – Preliminary Design**

- a) Understanding the Client's requirements;
- b) Preparing preliminary conceptual scheme with plans of each floor, all elevations, section through important parts layout of the complex as per Master Plan / Building by-laws and Indian National Building Code or other codes and norms applicable;
- c) Revising the scheme to suit the client's need until approval;
- d) Preparing preliminary estimates;
- e) Preparation of lay-out models showing building[s] etc.;
- f) Preparing specifications, highlighting cost effectiveness and feasibility;
- g) Revising the specifications to suit various parameters required;

##### **Stage II – Statutory Approval Stage**

- a) Upon approval of the conceptual scheme from the authority, prepare drawings and other documents for submission to statutory authorities;
- b) Liaise with various authorities, including the Client and obtain approvals;
- c) Make amendments / modifications / necessary corrections, if required, for approvals from statutory authorities;
- d) Any modifications at this stage to be approved by the GTAC and DIRCO Chief Financial Officer (CFO) or any other officer or person authorised by her, before submitting to the statutory authority;
- e) Rating of "Green Building Design" from the appropriate authority / organisation to be obtained;

##### **Stage III – Working Drawing Stage:**

- a) Preparation of detailed architectural, structural, and services drawings and interiors including drawings showing details of all utilities and services, internal and external, including and incorporating all revisions and including details of specifications of all special items of work;
- b) Preparation of a layout model and building model;
- c) Obtaining approval from the Authority for above and modifying same if considered necessary;
- d) Preparing drawings for obtaining approval of local and other authorities mentioned above and making any changes required by them;
- e) Design and coordination of architectural and structural engineering, and preparing complete work details, schedules, specifications, bills of quantities, etc. to describe the whole project adequately for the purpose of placing the main and other subsidiary contracts into place;

- f) Preparing and supplying bills of quantities, along with details of calculations of all items of work, together with details of specifications of all special items, complete with detailed architectural drawings, foundation / structural drawings, detailed estimates on standard schedules based on market rates and / or norms of local industry and tender documents to enable building and development works, including water supply (internal and external), sewerage disposal (internal and external ), electrification (internal and external), firefighting systems, roads and paths, underground tanks, pump[s] room[s], Rain Water Harvesting, landscaping, etc.

#### **Stage IV – Construction Stage**

- a) Release such architectural, structural and services drawings specification and details, which may be required by the Project Engineer for proper execution of the work;
- b) Obtain approval for any material deviation in design or cost of the building, schedules and specification from the approved scheme;
- c) Attending periodical review meetings;
- d) Preparation of completion drawing of all the completed work;
- e) Vetting of structural drawings through regulatory Authority;
- f) Undertake site visits during the period of construction as and when required by the Principal Agent and Client to verify that the works are being executed generally in accordance with the approved drawings.
- g) Point out the site boundaries survey positions to the contractor during site handover to the contractors;
- h) Develop and manage the project programme schedule, site meeting schedule with the Contractor
- i) Regularly review progress by the Contractor and report on quality and quantity of work performed;
- j) Facilitate any variation Orders that may come up;
- k) Evaluate and certify progress claims by the Contractor;
- l) Chair site progress meetings and submit minutes of such meetings on a monthly meeting between Contractor, RSA, and the Mission.
- m) Appoint a site Engineer to be on site full time basis to monitor construction work on site..
- n) Draft monthly progress reports to be submitted to GTAC and DIRCO during monthly coordination meetings.
- o) To quantify and verify progress payments to the contractor against the actual

## 5.DELIVERABLES AND SCOPE OF SERVICES

The project is to be managed over a 36-month period:

Date	Action
Within 7 days from appointment date	Hand over data to appointed consultant for the commencement of the conceptualization of the design phase
At least monthly or when required	Consultative meetings for the duration of the conceptualization process
Within 2 Months from appointment date	1 <sup>st</sup> Draft of concept design to be presented to the GTAC and DIRCO and reviewed
Within 3 months from appointment date	Concept design complete and specifications for the appointment of a Contractor in place
Within 4 months from appointment date	Development Design, Detail Design, Technical Design, bill of quantities and tender documentation
Within 2 weeks from receipt	Approval and sign off by GTAC and DIRCO
3 Months	Procurement/tender phase
2 Weeks	Appointment of Contractor
3 Months	Pre-Construction
24 Months	Construction
2 Weeks	Close out, hand over, latent defects and liability period starts

The core deliverables within the above time frames expected from the Design Team are:

### a) Project planning and execution of the project:

- This will include the development of project objectives, including quality objectives and project outcomes.
- It will include sustainability aspirations and the project budget and budget break-down, and other parameters to develop the final project brief.
- It will include the undertaking of further feasibility studies and site reviews and site information, including a Geotechnical and land surveyor survey;
- It will include the preparation of project roles and assembly of a project team.
- It will include the review of the project programme, pre-application (town-planning) discussions and preparation of a handover strategy paired with a Risk Register.
- The deliverable will include the preparation of a schedule of services, design responsibility schedule, and the preparation of a project execution plan, including technology and communications strategies.

- Indian industry compliant standards to be used, failing which, South African standards will be used (SABS), or both.

**b) Project Management:**

- The Principal Agent and Design Team will be responsible for the project management and its disciplines.
- A Project Steering Committee should be appointed which includes members of the Design Team as well as members of the Clients Project Team.
- The Principal Architect / Agent will be the liaison party between the Design Team, Service Providers and the Client.
- The project will further be co-coordinated through the Clients Head Office in Pretoria through a dedicated project officer.

**c) Design Management incorporating Concept design, Development and Detail design, and Technical design:**

- This will include the completion of all technical and statutory reports and address among others, the following:
- This will include the preparation of concept designs including proposals for structural design, layout, building services systems, outlining specifications, and preliminary cost information and indicators.
- It will include reference to relevant project strategies in accordance with a design programme, and result in a final project brief;
- It will include reference to a procurement strategy and reference to a progression plan on design and detail design;
- It will include reference to a building contract method and set out specific tendering and procurement methodology;
- It will include a project programme outlining detailed stages of design, review the project program and issue a final project brief and project programme;
- It will include reference to operational and maintenance strategy and review handover strategy and risk assessments;
- It will include 3<sup>rd</sup> party consultations as required and any research and development aspects;
- It will include the consideration of the construction strategy including offsite fabrication and manufacturing, and develop a health and safety strategy;
- Sustainability of the project plan and execution to be cross-checked;
- It will include the production of concept design sketches, and outline structural and building services design, linked to a cost structure;
- It will include the preparation of development design following the concept design approval stage, including coordinated and updated proposals on structural design, building services systems, and outlining of specifications;
- It will include a revision of cost information, and project strategies in accordance with the design programme;
- It should include reference to proposed procurement routes and revision of time frames;

- It will include the revision and updating of sustainability, maintenance and operational and handover strategies and further risk assessments;
- It will include revision and updating the project execution plan including reference and procedures regarding change and variation order processes;
- It will include finalisation of the development design and detail design stage including all architectural structural and building services design and revised cost information;
- It will include all preparation of technical design within the detail design on all architectural and structural and building services;
- It should include reference to any sub-contractor specialist needs and reflect this in the design programme;
- It will include the preparation and submission of all building regulation and third party review processes requiring approval;
- Following this it will include any review and update on the project execution plan;
- It will include the revision and review of the construction strategy including sequencing of events, and revised health and safety strategy;
- It will include the completion of all technical design requirements of the project; and
- The detail design will involve the Client for approval and then pave the way for the tender documentation.

**d) Tender and Bid documentation and administration:**

- It will include the preparation and reviewing of tender documentation based on the design specifications as approved;
- Advise the Client on the best procurement method for the project;
- Note: The procurement policy of the Government of South Africa requires that open tenders be sourced from the Industry in order to ensure competitiveness in bidding. Any other procurement method recommended requires explanation and Client approval;
- Advise on the Construction Contract to be used;
- Advertisement of the tender;
- Compulsory tender briefing;
- Closing of tender;
- Providing technical assistance to the Client when evaluating tenders and recommending a Contractor for the execution of the contracting services;
- Assist in the finalisation of contractual arrangements with the preferred / appointed Contractor;

**e) Contract Management and Monitoring and Quality Control:**

- Manage all technical aspects of the Contract with the Contractor on behalf of the Client but in liaison with the Client;
- Ensure compliance with the contract are met;
- Evaluate progress payment certificates and claims and make recommendations to the Client on the payment thereof;

- Consider Change and Variation Orders and advise the Client on the feasibility and / or necessity thereof;
- Advise the Client on any looming disputes and the reasons for such;
- Monitor progress on site and submit monthly reports to the Client indicating progress versus percentage progression versus the time frames set and alert to any delays and remedies for such;
- Certification of sector-works completed and general works completed, close-out and completion and contract close-out;
- The Design Team / Principal Architect shall be responsible for ensuring that the project is completed within the contractual timeframe, to specified standards and within the Client's financial parameters;
- The Design Team / Principal Architect will ensure that the Client receives all "As Built" drawings, guarantees, warranties, operating manuals and manufacturer's manuals;
- Monitor all construction works against the contract;

**f) Pre-Construction Management**

- Prepare a packaged plans and specification document for construction purposes;
- Assist with bid requests / tender issuance for the project and assist with identifying the successful bidder for construction;
- Prepare / draft a bill of quantity (BoQ) estimation in assisting the Client in the decision making process;
- Do planning, supported by conceptual estimates followed by the schematic design information, design development information, and resulting in a construction document availability;
- Pre-construction stage cost estimation by the Design Team should prepare the estimate of the bid as based on construction documents in the pre-bid period;
- It is expected that during pre-construction the Design Team will work closely with the Client in order to meet objectives;
- In addition to estimations, the pre-construction team participates in in design decisions, evaluations, studies, value engineering, value analysis, scheduling, and constructability reviews;
- Design costs, permitting, land acquisition / use , life-cycle costs, to be evaluated;
- In delivering pre-construction services, fine-tuning of construction services may be required;
- This may be by agreeing on a GMP system of pricing for the project;

**g) Construction Management;**

- Plan and monitor offsite manufacturing and onsite construction in accordance with the approved construction programme and resolve any design queries from site that may arise;
- Manage the construction schedule in an efficient and effective manner so as to avoid delays and fruitless expenditure;
- Administer the building contract during construction including monthly scheduled inspections, and revision of progress, in the presence of the Client;
- Review and update sustainability strategy including the revision of safety codes and building codes;

- Implement hand-over strategy and review mechanisms;
- Prepare information required for commissioning, training, handover, asset management, monitoring and maintenance related issues;
- Prepare “As Built” plans and information in the form of hard copy documents / plans, E- (electronic on CD or other mass storage device) plans in soft copy, as well as PDF;
- Ensure at the time of close-out that all required permitting and sign-offs have been obtained for on-site construction and operational installations in order for occupation certificate[s] to be issued;
- Update construction and health and safety strategies;

#### **h) Financial and Cost Management;**

- Perform regular budget reviews and cost reviews and keep record of expenditure for main construction, variations and change orders , deviation requests, and other incidentals;
- Initiate and direct maintenance of efficient expenditure control systems including a project budget schedule;
- Monitor all cost and time variations in terms of the contract;
- Recommend payments to Client;
- Effectively manage and utilize funds allocated for the construction project to ensure efficient and economic results;
- Administer and disburse funds for project related payments and in accordance with approval strategy
- Prepare cash flow projection and reconciliations on a weekly/monthly basis;
- Prepare merits for financial expenditure during project planning and construction phase as support for approval by Client;
- Raise any issues of financial distress or inefficient use with Client;
- Prepare monthly expenditure projection schedule and reconcile with a monthly actual expenditure schedule and supply same to Client for internal control and capture against the budget allocation and for auditing use;
- Monthly expenditure reports;
- Advise on VAT refund issues in liaison with local authority in New Delhi and in liaison with the High commission via its Foreign Ministry;
- Keep record of any loss control issues, theft impact, redundancy etc.;
- Advise the Client monthly of potential fund needs (since funds would have to be transferred to the High Commission in New Delhi for payment and subject to Client Head Office approval);
- Advise on potential influence of exchange rate fluctuations against the allocated budget;
- Monitor contract sums against actual expenditure and Bills of Quantities;
- Monitor payment periods against invoicing and payments;
- Keep record of all payments made;
- Fully manage and control change and variation processes so as to limit over expenditure;
- Revise project cost and breakdown;
- Advise on inflation cost drivers;

## **i) Risk Management**

- Continuously monitor risks, advise on risks and provide mitigating factor to reduce risk;
- Provide policy on risk management;
- Exercise monitoring during construction to identify early risks in progress;
- Ensure quality and safety is adhered to;
- Manage scope and change effectively;
- Manage cost and expenditure;
- Manage external influences;
- Manage compliance and requirements;
- Develop responses to risks on an ongoing basis;
- Resolve issues that could be a risk timeously;
- Monitor any hint of legal liabilities;
- Manage indemnity;
- Manage responsibilities of project works;
- Manage risks associated with the importation of materials especially time delays;
- Manage productivity and the project schedule so as to avoid delays;
- Manage design variations effectively;
- Manage cost estimations and expenditure continuously;

## **j) Close Out, Latent Defects and Liability period, and hand-over administration**

- Ensure proper close out of the project and construction;
- Ensure proper hand-over of the facilities in compliance with all legal requirements;
- Ensure all close out formalities are complied with;
- Check for latent defects and monitor same during period after hand-over;
- Monitor and advise client on defects and liability issues following close out and in the event that issues arise;
- Supply monthly reports on any latent defects and liability period issues; and
- Provide advice to the Client on resolving latent defects issues on an ongoing needs basis

## **k) Post Construction and Maintenance related issues including Maintenance Plans and Training;**

- Monitor and streamline post contract administration;
- Complete reviews as required;
- Provide a maintenance plan for the facilities and their operational installations;
- The maintenance plan should include an asset register of Maintenance Significant Items (MSI) of the entire facilities inclusive of all systems and services;
- Supply maintenance schedules and programs and procedures for each of the items listed in the asset register;
- List service providers that can assist with maintenance and maintenance related issues;
- Ensure that training is provided to staff to operate assets and installations at the facilities;
- Provide any further technical advice including completed and approved Bill of Quantity;

## 6. FEES: FEE PROPOSAL AND SCHEDULE OF COSTS

- a) Prospective bidders should submit a fee proposal covering all deliverables;
- b) Fees must be provided in Indian Rupee and inclusive of VAT ;
- c) The Price Proposal must be completed according to the attached **Annexure C: Pricing Schedule**
- d) The Fee must clearly indicate the cost for the various project work stages 1-6 (Inception, Concept, Design Development, Documentation and Procurement, Contract Administration, Close- out) up to construction and close-out;
- e) Provide a fixed fee proposal, failing which, a fee proposal based on a percentage of the estimated built cost of works which can be adjusted once the tender for works has been accepted and approved and per professional's contribution on a percentage base;
- f) The estimated cost of the project is 360 000 000.00, Indian Rupees, subject to adjustments following more information once concept and detail design and bill of quantity adjustments have been made;
- g) Prospective bidders are reminded to indicate and include in their costing other specialised professional services required;
- h) The fee proposal by prospective bidders should be prepared in sufficient detail to obviate the need for variations and additional costs being incurred after appointment;
- i) The proposal quote must be valid for a minimum of 120 days.
- j) **Fees should be aligned to the latest scale of charges as prescribed by the India Council of Architecture.**

## 7. APPOINTMENT

- a) Prospective service providers must be registered with the relevant Indian Professional bodies.
- b) Prospective Service providers must have authority and capacity to conclude such services as required above. This includes professional indemnity insurance and other statutory requirements such as proven liquidity;
- c) Appreciate and understand the above requirement and scope of deliverables;
- d) Have experience and competence in undertaking such a requirement and scope of deliverables;
- e) Have sufficient staff and expertise and other resources to conclude the scope;
- f) Design Philosophy for Official Residences and Chanceries: See Annexure E;
- g) Official Residence Norms and Standards: See Annexure D; and
- h) Chanceries Norms and Standards: See Annexure D

## 8. EVALUATION CRITERIA & EVALUATION METHODOLOGY

The minimum requirements that must be satisfied / met by prospective bidders:

### a) Phase I: Responsive criteria

- Bidders must provide proof of tax registration;
- Attendance of a briefing session (compulsory);
- No partial bids will be accepted; and

- Bidders must submit proof of registration with the relevant professional bodies.
- Submission of fully completed Standard Bidding Documents as attached **Annexure A-C**

**NOTE: Failure to comply with or submit any of the above information will result in a bid being disqualified.**

## **b) Phase II: Functionality Criteria**

### **Technical**

The Tenderer should provide a technical proposal, which captures the following:

- The company profile and structure;
- Special capabilities;
- Resources;
- Methodology to carry out the assignment guided by this TOR;
- Proposed project staff, their CV's, qualifications, relevant experience, and duties
- A list of on-going and undertaken projects.

### **Specifically, the technical proposal shall comprise:**

- The Company Profile and Structure;
- The company structure shall include, but not be limited to the firm's organogram, current workload Projects of similar nature, recent assignments & their duration, special capabilities, facilities favorable to realising the brief efficiently.

### **Proposed Project Staff:**

- The Tenderer shall provide an indication of possible project staff indicating their disciplines and areas of specialization;
- Details of proposed project staff CVs, their qualifications, areas of specialization and experience should be presented;
- Each key person proposed should be clearly identified as either an employee of the firm or as a consultant or subcontract;
- A maximum of three (3) CV per area of expertise highlighting the specific role of each individual. If more than three (3) CVs are submitted, GTAC reserved the right to select and evaluate the first three (3). All CV must be submitted in the format provided;
- In the event of more than one CV, GTAC will utilize the average score to award points.

### **Project List:**

- A portfolio of ongoing and recently completed projects in the past five years;

- Their value; and
- Final outcome resulting from provided research.

**Standard**

- The minimum score will be 60% on functionality.
- Bidders who score less than the threshold will not be allowed to proceed to price proposal evaluation.
- The evaluation criteria and its respective weights include the following:

Criteria	Weight
<p><b>1. Knowledge and experience</b></p> <p>Demonstrate experience of design and engineering in construction projects. Provide a list of projects undertaken highlighting the role of the firm, different stages of the project cycle the firm was involved in, project value, successes.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Matrix:</p> <p>No project =0 points            1 project =1 point            2 projects = 2 points            3 projects =3 points            4 projects =4 points            5 and above projects =5 points</p> </div>	50
<p><b>2. Technical skills</b></p> <p>Years of operation of the professional service provider in the building and construction sector.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Matrix:</p> <p>No relevant experience =0 points            1 year of experience =1 point            2 years of experience = 2 points            3 years of experience =3 points            4 years of experience =4 points            5 years of experience =5 points</p> </div>	25

<p><b>3. Project Plan</b>  Provide a project plan which includes a list of deliverables and estimated due dates; detailed project schedule; risk assessment and management plan; defined roles and responsibilities and quality assurance (QA) plan.</p> <p>Information required not provided = 0 points  Some elements were not covered = 1 point  Elements were poorly covered = 2 points  Elements adequately covered = 3 points  Elements were more than adequately covered = 4 points  All elements were covered = 5 points</p>	25
<b>Total</b>	<b>100</b>

**c) Phase III: Price Criteria**

The price proposal must include the following:

- Proposed remuneration for professional fees;
- Valued Added Tax (“VAT”) must be specified as a separate total for each of the stages; and
- An estimation of anticipated disbursement costs per part of work must be included as part of the price proposal. The maximum disbursement cost is 10%
- The pricing schedule to be completed is as attached Annexure C

**9. POINTS AWARDED FOR PRICE**

A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left[ \frac{1 - \frac{P_t - P_{min}}{P_{min}}}{P_{min}} \right]$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

## 10. PREFERENTIAL PROCUREMENT EVALUATION BASED ON 80/20 PRINCIPLE

The applicable formula (80/20) will be utilised to evaluate the bid, of which eighty (80) points are allocated for price and the remaining twenty (20) points are allocated for the **specific goals** as indicated in the table below:

Maximum Scoring Weighting Points evaluation BEE elements	Maximum score	Scoring criteria	Weighting	Points Total
The percentage of Women playing leading professional roles in the team	10	25% – 35% = 2 >35% = 4	10	50
The percentage of skills transfer to the benefit of young professionals inexperienced in the areas of work	10	25% – 35% = 2 >35% = 4	10	50
Total	20			100

## 11. GENERAL CONDITIONS

### Eligible Bidders

The Bidders must fulfil all the terms and conditions as mentioned below:

- a) The Bidder should have completed consultancy work of residential and office building projects;

### Number of Proposals and respondents

- a) Each Bidder shall submit only one Proposal, in response to this TOR document;
- b) Any Bidder who submits or participates in more than one Proposal, their bid will be disqualified;
- c) The TOR document is not transferable, and Proposals shall be submitted only by the Bidder to whom the TOR Document has been issued;

### Proposal preparation cost

- a) The Bidder shall bear all costs associated with the preparation and submission of the proposal. The Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal;
- b) All documents submitted with the bid are neither returnable nor claimable.

### Right to accept and reject any or all the Proposals

Notwithstanding anything contained in this TOR Document, the Client reserves the right to

accept or reject any bid and to annul the bidding process and reject all the bids, at any time

APPOINTMENT OF A DESIGN TEAM FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF A SOUTH AFRICAN HIGH COMMISSION CHANCERY AND HIGH COMMISSIONER'S OFFICIAL RESIDENCE IN NEW DELHI, INDIA

without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason. The Client reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or;
- b) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal;
- c) Rejection of the Proposal by the Client as aforesaid would lead to the disqualification of the
- d) Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then the Client reserves the right to either invite the next best Bidder to match the Proposal submitted by the best Bidder or take any such measure as may be deemed fit in the sole discretion of the Client ,including annulment of the bidding process;

### **Amendment of TOR Document**

At any time prior to the Proposal Due Date, the Client, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the TOR document by issuance of an addendum. The addendum will be sent in writing to all eligible Bidders to whom the revised TOR Document has been supplied. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, the Client may, at its own discretion, extend the Proposal Due Date.

### **Data Identification and collection**

It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant;

It would be deemed that by submitting the Proposal, the Bidder has:

- a) Made a complete and careful examination and accepted the TOR Document in total;
- b) Received all relevant information requested from the Client and:
- c) Made a complete and careful examination of the various aspects of the Project including but not limited to:
  - The Project area;
  - Existing data or any relevant information;
  - All other matters that might affect the Bidder's performance under the terms of this TOR Document;
  - The Client shall not be liable for any mistake or error on the part of the Bidder in respect of the above;

## **Preparation and Submission of Proposals**

### **a) Language and currency**

- The Proposal and all related correspondence and documents should be written in the English language;
- Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail;
- The currency for the purpose of this Proposal shall be in Indian Rupee.
- In all such eventualities, the original figures in the relevant foreign currency, the exchange rate used and the equivalent shall be clearly stated as part of the Proposal;

### **b) Proposal validity period and extension**

- Proposals shall remain valid for a period 90 days from the Proposal Due Date ("Proposal Validity Period") and the Client may solicit the Bidder's consent for extension of the period of validity, if required. The Client reserves the right to reject any Proposal, which does not meet this requirement;
- In exceptional circumstances, prior to expiry of the original bid validity period, the Client may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.

### **c) Format and Signing of Proposals/ Bids**

- The Bidder needs to submit their technical and financial proposals in prescribed format;
- The proposals/ bids shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the proposal;
- Bidders would provide all the information as per the TOR Document and in the specified formats. The Client reserves the right to reject any bid that is not in the specified formats;
- The rates quoted should include all charges i.e. all taxes, duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges etc.
- Rates quoted shall remain valid for a period of six months from the date of opening the financial proposal.

- d) **Proposal due date: All bids must be handed in on or before due date at given address as per given instructions.**
- e) **Late bids: Late bids will be disqualified**
- f) **Modifications/ Substitution/ Withdrawal of Proposals**
- All responses to this request and fee proposals are to be submitted in **English**.
  - The client would require all face value documents, plans, prints, etc. in English or translated from Hindi into English and certified by a Notary or other duly authorised entity into English for records.

## **12. BRIEFINGS**

All prospective Bidders must avail themselves for a compulsory bid briefing on the 24 March @ 11:00 (SA Time) and 14:30 (India Time) .The briefing will be virtual and a link to the session will be posted on the GTAC website (<https://www.gtac.gov.za/tenders/advertised-tenders/>) on 17 March 2023.

## **13. CONTACT FOR QUEIRIES RELATING TO THE BID DOCUMENT**

Bidders are urged to submit all requests for clarification in writing via e-mail to [psp@gtac.gov.za](mailto:psp@gtac.gov.za) for Ms L. Mogale. The bid reference must be included in the subject line of the e-mail.

The clarifications and the Frequently Asked Questions will be made available to all potential Bidders by way of notification on the GTAC website: <https://www.gtac.gov.za/tenders/advertised-tenders/>

## **14. GENERAL**

Prospective Bidders are reminded to provide the names, addresses and contact details of references.

## **15. BID SUBMISSION ADDRESS AND CONTACT FOR BID SUMISSION**

South African High Commission  
B-18, Vasant Marg, Vasant Vihar  
New Delhi  
India  
110057  
Contact: Mr A Khoza (Corporate Service Manager)  
Landline: +91-11-26149411-14 (Ext:216)

## 16. LABELLING OF BID

The bidder must place the hardcopy bid proposal into a sealed envelope or package which must be clearly marked and addressed as follows:

<b>BID</b>	<b>APPOINTMENT OF A DESIGN TEAM FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF A PURPOSE BUILT STANDARD DESIGN SOUTH AFRICAN HIGH COMMISSION CHANCERY AND HIGH COMMISSIONER'S OFFICIAL RESIDENCE IN NEW DELHI, INDIA</b>
<b>Bid Reference No:</b>	GTAC 008-2022-23
<b>Submission closing date:</b>	21 April 2023
<b>Submission closing time:</b>	11:00 am
<b>Name of Bidder:</b>	
<b>Contact number of Bidder:</b>	
<b>Address of Bidder:</b>	

## ANNEXURE

### SITE INFORMATION

1. Address of the vacant plot in New Delhi:  
  
28A, Rizal Marg Street, Diplomatic Enclave, Chanakyapuri, New Delhi, India
2. The vacant parcel of land is to be used / developed to accommodate the South African High Commission Chancery and the South African High Commission Official Residence.
3. The site measures approximately 3 320m<sup>2</sup>. The current property needs to be provided with basic services (i.e. electricity, water and sewerage) for use by the High Commission officials, if possible connection to the local grid or self-provided.
4. The vacant plot is situated in a prime area, in close proximity to other Embassies, Hotels, Indian Ministries, Universities and the business district.

### SPACE NORMS: OFFICE RESIDENCE

- a) The Head of Mission and his/her family will be occupying the Official Residence. They will be using the residence as their home away from home, therefore a comfortable, functional and aesthetically pleasing environment that is world class in hospitality has to be created.
- b) Areas commonly used to receive and entertain guests require special attention in terms of functionality, durability and presentation thereof.
- c) The design of private areas such as bedrooms and family living room, need to reflect comfort.
- d) The following space norms for **Official Residences** apply:

Formal entertainment area	Area	Space in m <sup>2</sup> for Ambassador/High Commissioner
	Entrance hall	30
	Guest toilets (M&F)	9+9 / 18
	Formal lounge	50
	Dining room	40
	Study	20
	Guest Suite	40
	Kitchen	40
	Prep Kitchen	20
	Scullery	12

	Butler's pantry	15
	Pantry	20
	Laundry	12
	Staff toilet	3
	<b>Sub Total</b>	<b>320</b>

<b>Private Family area</b>	Main bedroom - En suite	50
	Bedroom 1	25
	Bedroom 2	25
	Bedroom 3	25
	Bathroom 1	10
	Bathroom 2	10
	Bathroom 3	10
	Family room/informal lounge	40
	Family dining room	30
	Store room for formal cutlery and crockery	12
	Store room for garden equipment	16
	Servants quarters: two bedrooms	28
Servants quarters: living area	14	
Servants quarters: Dining/Kitchen	9	
Servants quarters: Bathroom	10	
Triple garage (23 x 3)	69	
	<b>Sub Total</b>	<b>383</b>

**SPACE NORMS:**

<b>Total</b>
<b>±703m<sup>2</sup></b>

- The space norms are the indicative norm for Official Residences. It does not include the size of Outbuildings, but only the size of the main structure.

## **OFFICIAL RESIDENCES NORMS AND STANDARD**

- Official Residences are a reflection of the image of South Africa. The property should be of an executive standard.

- b) Official Residences are therefore designed based on the functionality associated with the position and not the personal preferences of the incumbent.
- c) The following are pertinent in an Official Residence:

### **3.1 Entertainment functionality:**

- a) The property needs to be suitable for hosting formal sit-down dinners and smaller cocktails. The degree of entertainment differ however, all forms need to take into consideration the entertainment functionality.
- b) For the purpose of the project in New Delhi, prospective bidders could consider an overlapping entertainment area which could be used solely in the Official Residence and / or opened up to include an entertainment area in the Chancery thereby increasing the entertainment footprint. The use of landscaped garden area should be considered in design and planning for this purpose.
- c) Entertainment space for Ambassadors/High Commissioners allows for formal sit-down dinners for 18 to 24 guests
- d) The Official Residence can be divided into the formal entertainment area and the private family area. Care should be taken that the formal entertainment area has sufficient space to ensure that the Head of Mission can successfully execute his/her entertainment function.

### **3.2 Security**

The proposed property must conform to minimum security requirements for Official Residences and Chanceries. Since the property will be shared between a Chancery and Official Residence, the control of this security aspect will be easier managed, however should still conform to individual requirements. The relevant guidelines (BSS) will be provided to bidders once construction planning takes place. For the record, the salient issues are:

- a) The property must have a boundary wall of a minimum height of 2.4 meters;
- b) The property must have a gate for pedestrians and vehicles;
- c) The gates will be electronically controlled from inside the Guard House as well as the Residence and the motor gate must have an automatic closing mechanism;
- d) An intercom system must be installed in order to screen persons entering the premises, either from the main outside area to the Residence or from the Chancery, since the Chancery and Residence will share the same land;
- e) Closed circuit television camera must be installed with memory and play-back facility;
- f) All windows on ground level and windows on higher levels that can be reached from adjacent structures, roofs or balconies must be secured with burglar bars;
- g) Windows on the ground level must be treated with safety glass protection film;
- h) The property must be installed with an alarm system that is connected to the police or a local security / diplomatic security service;
- i) The property must have at least one lock up garage (3 were mentioned in the size norm) to ensure that the Official Vehicle is kept safe on the premises after hours or when the vehicle is not in use;

- j) In the case of multi-level structures, programmable elevators must be installed to allow access to specific areas for specific visitors and staff;

## **CHANCERIES NORMS AND STANDARD**

### **1 Design Philosophy (For Chancery)**

- a) A world class, quality finished and well secured office building to house all the functions of the Mission;
- b) The total office space required for the Chancery is in the region of +- 1 690m<sup>2</sup>, which includes public areas and non-assigned areas within the building.
- c) This is however dependent on the structure of the Mission and the possible planned growth thereof;
- d) A space requirement is attached below in support of the above requirements:

### **2 All Chancery buildings should conform to the following standards:**

#### **2.1. Size**

- a) The property should have sufficient space for all staff members to ensure the optimal functioning of the Mission.
- b) Each post is allocated office space and user requirement space.
- c) The space required is determined by using the space norms for Chancery buildings to calculate the space requirement.

### **3 Accessibility**

- a) The property must be easily accessible for members of the public. This includes accessibility to the building for handicapped persons and the elderly.
- b) The building must be equipped with a programmable elevator.

### **4 Type of building**

- a) A free-standing, multi-level building[s] on the same parcel of land either connected by controlled bridging or by separate access and planned according to the layout of the parcel of land;
- b) Lock-up garages for official vehicles and other suitable facilities for operational purposes must be installed within the boundary of the free-standing building.
- c) The Official Residence could have garages for parking.
- d) The property must be walled and the structure[s] must lend themselves to security measures.
- e) Floors must be connected internally for the exclusive use of the Mission's staff and be incorporated into the design of the building.

- f) Sufficient toilet facilities should be available for both staff and members of the public that visit the Chancery.
- g) The Mission must have exclusive use and control of such facilities.
- h) Multi-level structures must have sufficient elevators to ensure a reliable service to the Chancery at all times and the structure must lend itself to security measures and improvements.
- i) Parking for the Official Vehicle and Service Vehicles should be available within the building. Where parking spaces are more than required, the Mission should allocate parking as required and approved.

5 The below schedule for a more detailed size requirement is based on the current approved staff establishment:

SOUTH AFRICAN EMBASSY : NEW DELHI							
Establishment	No.	Norm	Total	User Needs	No	Norm	Total
<b>Head of Mission</b>				<b>Head of Mission</b>			
Chief Director : FS	1	38	38	Conference room	1	12	12
Social Secretary	1	16	16				
Chauffeur	1	16	16				
<b>Line Function</b>				<b>Line Function</b>			
Minister	1	28	28				
Counsellor	2	24	48	Registry	1	12	12
1/2/3 Secretary	3	20	60	Publication store room	1	12	12
Secretary	2	16	32	Copier room	1	10	10
Info Assistant	1	16	16				
<b>Administration</b>				<b>Administration</b>			
Counsellor	1	24	24	Communications room (Closed)	1	16	16
1/2/3 Secretary	1	20	20	Registry (Closed)	1	16	16
CFAA	1	16	16	Service Center	1	16	16
Sr Admin Officer	1	16	16	Registry	1	12	12
Administration Officer/ Accountant	1	16	16	Mailroom	1	16	16
Asst Acc Clerk	1	16	16	Storeroom	1	10	10
Asst Admin Clerk	1	16	16	Copier room	1	12	12
Secretary	1	16	16				
Spec Rec/Tel	1	12	12	<b>General</b>			
Senior Maintenance Officer	1	16	16	Public Reception	1	20	20
Maintenance Officer	1	16	16	Consular Reception	1	30	30
Mess/Driver	1	2.5	2.5	Interview room	2	8	16
Cleaner	2	2.5	5	Library	1	10	10
				Conference room	1	18	63
				Tea room	1	12	20
				Kitchen	1	10	10
				Kitchenette	1	10	10
				Conference storage	1	10	10
<b>DTI</b>							
Minister	1	28	28	<b>DTI</b>			
Senior Marketing Officer	3	16	48	Registry	1	12	12
Secretary	1	16	16	Store	1	10	10
Typist/Clerk	1	16	16				
Messenger/Driver	1	16	16				

APPOINTMENT OF A DESIGN TEAM FOR THE PLANNING AND DESIGN FOR CONSTRUCTION OF A SOUTH AFRICAN HIGH COMMISSION CHANCERY AND HIGH COMMISSIONER'S OFFICIAL RESIDENCE IN NEW DELHI, INDIA

<b>SASS</b>				<b>SASS</b>			
Counsellor	1	24	24	Registry/Comms	1	16	16
1/2/3 Secretary	2	20	40	Walk-in safe	1	10	10
<b>SANDF</b>				<b>SANDF</b>			
Director	1	24	24	Registry/Comms	1	16	16
Military Attache	2	20	40				
Secretary	1	16	16				
Mess/Driver	1	2.5	2.5				
<b>HOME AFFAIRS</b>				<b>DHA</b>			
1st Secretary	1	20	20	Store room	1	40	40
3/2/1 Secretary	2	16	32	Registry	1	12	12
Consular Clerk	2	16	32				
Total :	44		790	Total :			449
				Total : Net usable Space :			1239
				Plus: 5% expansion			61,95
				Provision for common areas @ 30%			390,29
				Total : Gross space :			1 691,24 sqm

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	100
<b>SPECIFIC GOALS</b>	100
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....