



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT

TENDER NUMBER: RFP44/02/2024

REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT PROPERTIES

PROPERTY COMMERCIALIZATION

Client	Department of Infrastructure Development Chief Directorate – Property Management Private Bag X83 Marshalltown, Johannesburg
Closing Date and Time	
Name of Tendering Entity	
CSD Number	



A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT OF THE GAUTENG PROVINCIAL GOVERNMENT					
RFP NUMBER:	RFP44/02/2024	CLOSING DATE:	28 MAY 2024	CLOSING TIME:	11:00AM
DESCRIPTION	REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT PROPERTIES.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT CORNER COMMISSIONER AND PIXLEY KA ISAKA SEME, MARSHALL TOWN					
DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT, GROUND FLOOR, CORNER HOUSE BUILDING, CORNER COMMISSIONER AND PIXLEY KA ISAKA SEME (SAUER STREET), MARSHALLTOWN, JOHANNESBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Siya Khumalo		CONTACT PERSON	Diana Rampou	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Siya.khumalo@gauteng.gov.za		E-MAIL ADDRESS	Diana.@gauteng.gov.za	
SUPPLIER INFORMATION					
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 STATUS PIN:		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	
[AB-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOREMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES? /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR? THE GOODS /SERVICES/WORKS OFFERED?	___Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES			NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES			NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES			NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES			NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES			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.					



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MUST PROVIDE TAX COMPLIANCE STATUS PIN TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TAX COMPLIANCE STATUS PIN / CSD NUMBER.
2.6	WHERE NO TAX COMPLIANCE STATUS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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.”

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:



REQUEST FOR PROPOSALS

Service description	REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT PROPERTIES.
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RFP number:	RFP44/02/2024
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Tender documents available	E-tender publication portal (https://www.etenders.gov.za/ or https://e-tenders.gauteng.gov.za/)
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Closing date:	28 MAY 2024
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Closing time:	11:00am
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Address for submission of tenders:	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown Johannesburg
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Evaluation steps	1, Mandatory requirements and other administrative requirements
	2. Technical / functionality Evaluation criteria
	3. Price and preferences

Compulsory pre-bid meeting/site meeting	Details of the compulsory pre-bid meeting/site meeting are indicated below. N/B Tenderers that do not attend the compulsory pre-bid meeting/ site meeting will not be considered for evaluation. Meeting address: Corner House Building, Ground Floor, Auditorium, 63 commissioner street, JHB Meeting date and time: 12 MARCH 2024 at 10am
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MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS	
Failure to submit/meet or comply with the following requirements constitutes automatic disqualification of a tender offer.	
Submission of duly completed and signed SBD 1- Invitation to tender	
Submission of duly completed SBD 3.1 – pricing schedule – firm price	
Submission of duly completed and signed SBD4 – bidders' disclosure	
Only tenderers who attended a compulsory site briefing session will be considered for evaluation (bidders must sign the site briefing attendance register)	
Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and should be signed by all parties involved and must detail the percentage (%) revenue split between the parties and portion/s of work to be shared	
Submission of a bank rating letter for grade A, B or C or letter of intent from possible financial providers	

OTHER ADMINISTRATIVE REQUIREMENTS
Submission of Proof of Registration with CSD (CSD report or CSD MAAA number).
Submission of a Valid Tax Compliance Status PIN that will grant third-party access to the bidder's Tax Compliance Status.
Submission of Company registration documents (Founding Statement – CK1 or Certificate of Incorporation – CM1, etc).
Submission of ID copies for Directors / shareholders / members / owners.
Submission of duly completed and signed SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

Applicable PPPFA Price and Preference Point System:	8020 OR 90/10
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Tender Technical Enquiries:	Diana Rampou
	Diana.Rampou@gauteng.gov.za

Tender General enquiries	Siyabonga Khumalo
	Siya.khumalo@gauteng.gov.za

SBD 3.1 PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: _____
Closing Time 11:00	Closing date: _____

OFFER TO BE VALID FOR 365 DAYS FROM THE CLOSING DATE OF BID.

CLUSTER NUMBER _____

Item No.	Item Description	QTY	Unit Price	Total Price (Excl. VAT)	Total Price (Incl. VAT)

NB! Total offered to be transferred to SBD 1.

- Required by: _____
- At: _____
- Brand and Model _____
- Country of origin _____
- Does the offer comply with the Specification (s)? ***Yes / No**
- If not to specification, indicate deviation (s) _____
- Period required for delivery _____
***Deliver: Firm / not firm**
- Method of Delivery _____

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

1 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.

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

.....
.....

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. DECLARATION

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;

2 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.

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 consortium² 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.

3.5. 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.

3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

3.7. 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.

1.3

(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
PRICE	80/90 points
SPECIFIC GOALS	20/10 points
Total points for Price and SPECIFIC GOALS	100 points

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

3.1.2

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

or

90/10

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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 (80/20 or 90/10 system). To be completed by organ of the state	Number of points claimed (80/20 or 90/10 system). To be completed by the tenderer
TOWNSHIPS, RURAL OR UNDERDEVELOPED AREAS: The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area	3 or 1,5 points	
WOMEN: (Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	2 or 1 points	
YOUTH: Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	5 or 2,5 Points	
PEOPLE WITH DISABILITY (PwD): provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company	5 or 2.5	
MILITARY VETERANS: provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership. of the owner/ director / member shareholder of the company	5 or 2.5 Points	
TOTAL POINTS	20/10 POINTS	

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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT
OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT (GPG)
PROPERTIES**

REQUEST FOR PROPOSALS

Issued by:

**Gauteng Department of Infrastructure
Development**

Contact:

Name: Diana Rampou (Technical)

Name: Siya Khumalo (SCM Queries)

Email: Diana.Rampou@gauteng.gov.za

Email: Siya.Khumalo@gauteng.gov.za



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT (GPG) PROPERTIES

Contents

Number	Heading
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Part 1:	Submission procedures
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1.1	Notice and invitation to submit a Request for Proposals
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1.2	Submission data
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Part 2:	Returnable documents
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2.1	List of returnable documents
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2.2	Evaluation Criteria
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Part 3:	Indicative scope of work
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GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT (GPG) PROPERTIES

- 3.1 Background
- 3.2 Request for Proposals
- 3.3 Properties Information
- 3.4 Proposals
- 3.5 Financial Offer and Projections
- 3.6 Top Structure Development Conditions

Part 4: Functional Criteria

Part 5: Submission

Part 6: Legal Requirements

Part 7: Questions

Part 8: Disclaimer



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT (GPG) PROPERTIES

1.1 Notice and Invitation to submit a Request for Proposals

Interested Bidders are invited to submit proposals relating to the property development opportunities at Gauteng Provincial Government (GPG) properties listed in **Part 3** of this document in line with the RFP requirements.

The DID reserves the right to accept any proposal, reject any proposal, or withdraw any property/properties when required for Service Delivery purposes. The DID further reserves the right to award a contract for all of the project, a portion of it, or none at all.

This RFP does not commit DID to pay any cost incurred in the preparation or submission of any response to the RFP.

Queries relating to the issue of these documents may be addressed to *Diana Rampou* (Technical queries) or *Siya Khumalo* (SCM queries).

The closing time for receipt of submissions is 11:00 am hrs (Telkom time) on the 28 May 2024.



REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT (GPG) PROPERTIES

1.2 Submission Data

The conditions applicable to this Request for Proposals are issued by the Gauteng Department of Infrastructure Development.

Clause number	Submission Data
1	The Employer is the Gauteng Department of Infrastructure Development
1.1	The documents associated with the request for proposals issued by the employer comprise: Part 1: Submission procedures 1.1 Invitation and notice for submission of Request for Proposals 1.2 Submission data Part 2: Returnable documents 2.1 List of returnable documents Part 3: Indicative scope of work 3.1 Indicative scope of work



REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT (GPG) PROPERTIES

1.2	<p>The employer's contact person is:</p> <p>Name: Diana Rampou E-mail: Diana.Rampou@gauteng.gov.za <i>(Technical queries)</i></p> <p>Name: Siya Khumalo E-mail: Siya.Khumalo@gauteng.gov.za <i>(SCM queries)</i></p>
2.	Special Conditions
2.1	<p>The Bidders must demonstrate the following in their response:</p> <ol style="list-style-type: none">1) The Bidders must demonstrate that they have employed expertise and are capable of providing the following design services or have obtained a firm undertaking from professional Bidders who have in their capacity, registered professionals that are capable of providing such services.2) Bidder(s) are required to demonstrate the ability to raise/secure the required funding for the proposed development.3) Bidder(s) are to submit offers in terms of the requirements of this RFP.4) Bidders are expected to comply with the goals and objectives of the National Government's Expanded Public Works Program (EPWP). In this regard, the successful bidder will be required to keep the required records and provide regular reports to DID as required by the EPWP.



REQUEST FOR PROPOSALS FOR PROPERTY DEVELOPMENT OPPORTUNITIES AT GAUTENG PROVINCIAL GOVERNMENT (GPG) PROPERTIES

2.2	<p>The employer's address for delivery of submissions and identification details to be shown on each submission package are:</p> <p>Location of tender box: Gauteng Department of Infrastructure Development</p> <p>Physical address: 63 Fox Street, Marshalltown, Johannesburg</p> <p>Identification details: Request for Proposals for commercial property development opportunities for the Gauteng Provincial Government (GPG)</p>
2.3	<p>The closing time for submissions are as stated in the Notice and Invitation to Submit a Request for Proposals and is repeated here for emphasis as 11:00 am hrs (Telkom time) on the 28 May 2024.</p>
2.4	<p>Telephonic, telegraphic, telex, facsimile or e-mailed submissions offers will not be accepted.</p>
3.	Anticipated Schedule
3.1	<p>RFP Issued 28 May 2024</p> <p>RFP Questions Deadline Date: 14 days before before the closing date</p> <p>RFP Questions: Answers will be disseminated to all parties who posed questions through tender notes to bidders.</p> <p>Proposal Submission closing date: 28 May 2024</p>



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

2.1 List of returnable documents

Bidders shall provide or complete the following documents:

- 1) Written confirmation that the professionals are in the employ of the bidder /or a firm undertaking from professional Bidders who have in their employ registered professionals that are capable of providing the required services.

2.2 Evaluation Criteria

Bidders will be evaluated on the following criteria:

- **Developer experience and Project Experience** – Developers' capabilities and track record of successful developments including examples of projects of similar size, scale and value
- **Project Team Organisation/Capacity** – Development team such as Quantity Surveyors, Architects, Engineers, Contractors and Property managers etc.
- **Financial Capability** - The developer needs to demonstrate that he /she can secure the necessary capital for the development of the site/s
- **Development Proposal/Concept** - Provide the asset class that is likely to be developed on the property based on an extensive market analysis, feasibility study and sensitivity analysis.
- **Investment Value** – Return on investment for the project/s
- **Empowerment Plan and Social Benefit** – Corporate Social Investment Plan



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

Bids will be evaluated in line with the departments Supply Chain Management Policy of DID. The department reserves the right to engage with or request selected bidders to present their proposals to a panel of officials during this process.



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

3. Indicative Scope of Work

3.1 Background

The Gauteng Provincial Government (GPG) has identified infrastructure delivery as one of the key drivers to unlock and accelerate socio-economic growth and development in the province.

The Gauteng Department of Infrastructure Development (DID) is a custodian of immovable assets in the Gauteng Province and has identified a number of land parcels that are strategic to the province's service delivery requirements. In response to the above, the DID has recognised the need to effectively and efficiently develop sustainable infrastructure to accelerate the ambitions to alleviate poverty, unemployment and inequality. The DID through the delivery of infrastructure projects sees the opportunity to empower communities with employment and entrepreneurial opportunities. These ambitions are synergistic with:

- The Growing Gauteng Together 2030 Programme (GGT 2030)
- The initiatives for each of the five identified corridors identified within the Gauteng City Region (GCR) and
- The Township Economic Development Act.

Immovable assets owned by the GPG should serve a twofold purpose. Firstly, they should serve to enhance the delivery of services to citizens effectively and efficiently. Secondly, they should serve to generate economic activity; not just to decrease the burden of property expenses on the province, but also to create commercial opportunities for citizens. Such revenue generating opportunities should not be to the detriment of



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

service delivery and should embrace the National and Provincial strategic goals for economic and spatial transformation, skills development and job creation.

Additionally, the mandate of the Department of Infrastructure Development is to facilitate service delivery through infrastructure development to optimise the creation of decent jobs and the promotion of a better life for all. Proposals submitted should be aligned to the theme of the recently approved Property Optimisation Strategy and the province's GGT 2030 program for specific corridors in the province. ***(Refer to “Annexure A” – Provincial Property Optimisation Strategy)***

3.2 Request for Proposals

The DID invites all interested parties to participate in the Request for Proposals for property development opportunities through a 30 year long-term land development lease, with an option to renew for a further 20 years as follows:

Bidders are invited to bid for one (1) or more development opportunities per bidder.

The bidder will enter into a land lease substantially in accordance with the conditions set out in the Notarial Lease Agreement. Bidders will be required to develop in accordance with the zoning rights that are or would be approved by the appropriate authorities. Land rental must be expressed as a minimum monthly net rental, plus annual escalations.

The following Specifications apply:

- 3.2.1 *Identification of Properties:* The Properties referred to in this Proposal are listed in section 3.2 of this document and described further in “**Annexure B**” – Properties identified for Commercialisation Presentation.



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

3.2.2 *Specifications for use and development of the Properties:* The properties shall be developed in accordance with the zoning rights that are or would be approved by the appropriate authorities.

3.2.3 *The Property Tenure:* The properties shall be made available by means of a long-term land lease in accordance with the DID's Notarial Lease Agreement. The following terms of contract are non-negotiable:

3.2.3.1 The lease period for all leases shall be thirty (30) years, which may be renewable for an additional 20 years.

3.2.3.2 Upon expiry or termination of the Lease agreement, possession of the property and all improvements will revert to the DID without any compensation. The bidder will demolish any existing structure if not required by DID at their own cost.

3.2.3.3 The successful bidder(s) will be responsible for and shall bear all costs related to the development of the property including bulk services.

3.2.3.4 The successful bidder(s) will be responsible for the protection or relocation of all servitudes which may be registered over the property.

3.2.3.5 The successful bidder(s) will be responsible to obtain all statutory approvals (Environmental, Site Development Plan, Building Plan, etc) which are required for the development of the property/ies.

3.2.3.6 The successful bidder/s will be responsible for the construction, operation, management and maintenance of the awarded property/ies that are vacant which may be developed into any desired highest and best use development that should be in line with the



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

spatial planning and land use management systems of the respective Municipalities.

- 3.2.3.7 The proposed development should be viable and desirable from a town planning, engineering, environmental and socio-economic point of view.
- 3.2.3.8 All development proposals will be approved by the department prior to construction.

3.3 Properties Information

The DID is seeking commercially and socially viable and sustainable development proposals supported by conceptual designs and high-level viability studies from interested parties for an opportunity to possibly develop and enter into a 30year long-term lease for the following properties:



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY
DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL
GOVERNMENT (GPG)**



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

	Property Description	Municipal Valuation (Rands)	Extent (HA)	Account number	Property Rates and Taxes	Address	Coordinates	Municipality	Corridor	Zoning
1	Erf 1084 Brenthurst Ext 1 Portion 0	304,000.00	0.0833ha	3406509236	R42605,22	10 Van Zyl Street, Brakpan	-26.2523614, 28.390659	Ekurhuleni Metropolitan Municipality	Eastern	
2	Erf 131 of Ormonde Ext 1 Portion 0	3,610,000	2.1808ha	502116009	R305,926.80	Alwen West Road, Johannesburg South	-26.247819, 27.996996	City of Johannesburg Metropolitan Municipality	Central	Residential
3	Erf 109 of Woodmead Portion 0	5,048,000.00	2.0298ha	201663223	R404,241.51	1 Wolseley Street, Sandton	-26.044229, 28.083849	City of Johannesburg Metropolitan Municipality	Central	Community Service
4	Erf 971 of Kenmare Ext 1 Portion 0	6,300.00	0.1038ha	107617	R8334,47	26 Donegal, Krugersdorp	-26.110112, 27.822769	Mogale City Local Municipality	Western	State
5	Erf 970 of Kenmare Ext 1 Portion 0	6,200.00	0.1021ha	107616	R12,816.00	24 Donegal, Krugersdorp	-26.110205, 27.823039	Mogale City Local Municipality	Western	State



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

6	Erf 132 of Ormonde Ext 1 Portion 0	4,800,000.00	1.2930ha	502116016	R547,723.31	203 Alwen West Road, Johannesburg South	-26.248631, 27.995873	City of Johannesburg Metropolitan Municipality	Central	Residential
7	Erf 297 Quellerina Portion 0	38,705,000.00	1.8577ha	300208063	R 2,678,544.69	79 Lange Avenue, Randburg	-26.1601, 27.9387	City of Johannesburg Metropolitan Municipality	Central	Vacant Land
8	Erf 2529 of Northcliff Ext 22 Portion 0	12,435,000.00	1.2477ha	400887323	R796,725.59	3 Neale Crescent, Randburg	-26.136298, 27.945099	City of Johannesburg Metropolitan Municipality	Central	Vacant Land
9	Erf 86 of De Wetshof Portion 0	12,405,000.00	2.4796ha	205572707	*R0.00	Tullbagh Street, Johannesburg	-26.177498, 28.095019	City of Johannesburg Metropolitan Municipality	Central	Vacant Land
10	Erf 555 of Lonehill Portion 0	25,749,000.00	3.2127ha	553269701	R 1,643,891.59	23 Lonehill Boulevard, Sandton	-26.0121, 28.0279	City of Johannesburg Metropolitan Municipality	Central	Government
11	Erf 556 of Lonehill Ext 10 Portion 0	24,602,000.00	3.2127ha	201345213	*R0.00	25 Lonehill Boulevard, Sandton	-26.0108, 28.0268	City of Johannesburg Metropolitan Municipality	Central	Private Open Space
12	Erf 102 of Woodmere Portion 0	413,000.00	0.0840ha	2600923082	R 33688,69	91 Beech Avenue, Germiston	-26.181432, 28.188674	Ekurhuleni Metropolitan Municipality	Eastern	Educational
13	Erf 2466 of Danville Portion 0	1,200,000.00	2.5339ha	2013378205	R19 260,48	26 Ferris Avenue, Pretoria	-25.7378, 28.1266	City of Tshwane Metropolitan Municipality	Northern	Government-Vacant



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

14	Erf 419 of The Reeds Portion 0	7,550,000.00	3.6062ha	3303873487	R247 117,67	15 Marquard Street, Centurion	-25.8952, 28.138	City of Tshwane Metropolitan Municipality	Northern	Government-Other
15	AH 17 of Kyalami AH Portion 0	2,141,000.00	1.7197ha	900029644	R75,286.12	Begonia Road, Midrand	-25.9872, 28.06697	City of Johannesburg Metropolitan Municipality	Central	Agricultural
16	Erf 969 of Kenmare Ext 1 Portion 0	6,200.00	0.1014ha	107615	R5,446.80	22 Donegal Road, Krugersdorp	-26.110297, 27.823309	Mogale City Local Municipality	Western	State
17	Erf 968 of Kenmare Ext 1 Portion 0	6,500.00	0.1023ha	107614	R134,526.00	2 Donegal Road, Krugersdorp	-26.11039, 27.823583	Mogale City Local Municipality	Western	State
18	Erf 3918 of Benoni Ext 10 Portion 0	1,098,000.00	1.7166ha	3301320452	R27 341,81	68 Derwent Avenue, Benoni	-26.178991, 28.301769	Ekurhuleni Metropolitan Municipality	Eastern	Residential
19	Erf 410 of Impala Park Portion 0	531,000.00	3.4269ha	2200524385	R352 070,43	9 Belfast Road, Boksburg	-26.1642, 28.2616	Ekurhuleni Metropolitan Municipality	Eastern	Educational
20	Erf 440 of Dersley Portion 0	886,000.00	3.4516ha	3500295797	R69 096,38	6 Epidote Road, Springs	-26.2054, 28.4168	Ekurhuleni Metropolitan Municipality	Eastern	Institutional
21	Erf 763 of Glenharvie Ext 2 Portion 0	472,000.00	2.581ha	201006935	R30 734,95	1 Hottentoskloof Street, Westonaria	-26.38 0978, 27.629477	Westonaria Local Municipality	Western	School



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

22	Erf 2482 of Mohlakeng Portion 0	1,600,000.00	2.5643ha	101021480	R98 598,78	2482 Mandela Street, Randfontein	-26.235349, 27.690789	Randfontein Local Municipality	Western	
23	Erf 1705 of Albertsdal Ext 6 Portion 0	1,324,000.00	3.4074ha	2100078159	R46 124,10	2 Cedarburg Street, Alberton	-26.34684, 28.109849	Ekurhuleni Metropolitan Municipality	Southern	Educational
24	Erf 710 of Henley on Klip Portion 0	290,000.00	0.4064ha	40001061	R8 307,06	26 Caversham Road, Midvaal	-26.529881, 28.05318	Midvaal Local Municipality	Southern	
25	Erf 735 of Henley on Klip Portion 0	290,000.00	0.4064ha	40001088	R8 307,06	71 Shalgrove Road, Midvaal	-26.530576, 28.054376	Midvaal Local Municipality	Southern	
26	Erf 737 of Henley on Klip Portion 0	290,000.00	0.4064ha	40001090	R8 307,06	67 Shalgrove Road, Midvaal	-26.531175, 28.054296	Midvaal Local Municipality	Southern	
27	Erf 1037 of Silverton Ext 5 Portion 0	2,350,000.00	1.4653ha	2021793319	R106 548,00	926 Tiptol Street, Pretoria	- 25.73306006, 28.322155	City of Tshwane Metropolitan Municipality	Northern	Government
28	Erf 377 of Meyerton Portion 0	430,000.00	0.2552ha	40022080	R8 307,06	12 Cavalho Street, Meyerton	-26.5521885, 28.0147695	Midvaal Local Municipality	Southern	
29	Erf 117 of Falcon Ridge Portion 0	2,170,000.00	2.6155ha	20033131	R138 346,00	Sinaba Street, Benoni	-26.593621, 27.916324	Emfuleni Local Municipality	Eastern	State Owned Properties
30	Erf 759 Arcon Park Ext 1 Portion 0	2,740,000.00	3.4261ha	20004860	R44 178,00	1 Lupin Street, Vereeniging	-26.634181, 27.947989	Emfuleni Local Municipality	Southern	State Owned Properties



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

31	Erf 749 Sonlandpark Portion 0	1,470,000.00	3.4767ha	20046262	R7 229,00	Modder Road, Benoni	-26.175127, 28.37734	Emfuleni Local Municipality	Eastern	Vacant State- Owned Properties
32	Erf 27 Unitas Park Portion 0	150,000.00	0.1132ha	11077931	R11345,90	11 Doodles Tapscott Road, Vereeniging	-26.644035, 27.898587	Emfuleni Local Municipality	Southern	Vacant State- Owned Properties
33	Erf 696 of Clubview Ext 2 Portion 0	4,000,000.00	2.4999ha	3300209676	R176 214,00	30 Ashwood Drive, Centurion	-25.822371, 28.15914	City of Tshwane Metropolitan Municipality	Northern	Government
34	Portion 226 of Farm 351 JR Pretoria Town and Townlands, Pretoria West	11,000,000	213.245ha	2014039473	R813 679,99	Pretoria	-25.73938, 28.076508	City of Tshwane Metropolitan Municipality	Northern	Government
35	Erf 76 Modderfontein Portion 19	646,000.00	8.4687ha	3301141060	R24 035, 90	Sinaba Street, Benoni	-26.156804, 28.401864	Ekurhuleni Metropolitan Municipality	Eastern	Agricultural
36	Erf 76 Modderfontein Portion 47	493,000.00	4.2671ha	3301396869	R17 208,12	Modder Road, Benoni	-26.159145, 28.402037	Ekurhuleni Metropolitan Municipality	Eastern	Agricultural
37	Erf 371 of Orange Farm Portion 130	282,000.00	7.0338ha		R742,546.14	N1 Highway, Orange Farm	-26.448675, 27.847127	City of Johannesburg Metropolitan Municipality	Central	Government
38	Erf 371 of Orange Fam Portion 113	1,600,000.00	6.6182ha	505119696	R35,347.76	425 6 th Avenue, Orange Farm	-26.444932, 27.856074	City of Johannesburg Metropolitan Municipality	Central	Vacant Land



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

39	Erf 371 of Orange Farm Portion 123	920,000.00	8.5653ha	504931087	*R0.00	Golden Highway, Orange Farm	-26.448804, 27.855713	City of Johannesburg Metropolitan Municipality	Central	Agricultural Residential
40	Erf 442 of Steelpark Portion 0	1,570,000.00	2.2588ha	11077968	R74 300,00	1 Sodium Street, Vereeniging	-26.635479, 27.879271	Emfuleni Local Municipality	Southern	State Owned Properties
41	Erf 443 of Steelpark Portion 0	1,255,000.00	1.6183ha	11077969	R59 440,00	70 Ferrum Street, Vereeniging	-26.635479, 27.879271	Emfuleni Local Municipality	Southern	State Owned Properties
42	Erf 116 of Waldrif Portion 0	3,030,000.00	3.0521ha	11077937	R143780,00	5 Gabro Aavenue, Vereeniging	-26.506509, 28.071101	Emfuleni Local Municipality	Southern	State Owned Properties
43	Erf 76 Modderfontein Portion 67	591,000.00	4.9384ha	3301243121	R19 140,00	Modder Road, Benoni	-26.175127, 28.37734	Ekurhuleni Metropolitan Municipality	Eastern	Agriculture
44	AH 385 of North Riding Portion 0	5,133,000.00	4.4638ha	401851062	*R0.00	383 Spoinkop Avenue, Randburg	- 26.04380722, 27.93831199	City of Johannesburg Metropolitan Municipality	Central	Vacant Land
45	Erf 15 Witfontein Portion 46	1,395,000.00	8.5008ha	1700290511	R194 007.41	1 st Road, Kempton Park	-26.079293, 28.268014	Ekurhuleni Metropolitan Municipality	Eastern	Government
46	Erf 301 Witfontein Portion 113	1,600,000.00	8.5653ha	1070066011	R56900.89	23 Rietsanger Street, Akasia	-25.670861, 28.134763	City of Tshwane Metropolitan Municipality	Northern	Agricultural



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

47	Erf 371 Orange Farm Portion 48	185,000.00	8.373ha	40018602	R3 990,10	425 6 th Avenue, Orange Farm	-26443826, 27.851928	Midvaal Local Municipality	Southern	
48	AH 72 of Kyalami Portion 0	1,355,000.00	2.7999ha	900029796	R42,329.99	Zinnia Road, Midrand	-25.98947, 28.05075	City of Johannesburg Metropolitan Municipality	Central	Agricultural
49	Erf 1036 of Silverton Ext 5 Portion 0	2,450,000.00	1.4815ha	2021793077	R110 645,99	925 Fiskraal Street, Pretoria	-25.73215, 28.32324	City of Tshwane Metropolitan Municipality	Northern	Government-Vacant
50	Erf 723 of Mountain View Portion 0	6,150,000.00	3.0621ha	2026682001	R252 026,87	445 Daphne Avenue, Pretoria	-25.697445, 28.162688	City of Tshwane Metropolitan Municipality	Northern	Government-Vacant
51	Erf 302 of Moreletapark Portion 0	300,000.00	1.0100ha	2012060342	R252 026,87	817 Reseda Street, Pretoria	-25.81618, 28.29850	City of Tshwane Metropolitan Municipality	Northern	Government-Vacant
52	Erf 537 Moreletapark Portion 0	2,000.00	0.0393ha	2012060181	*R0.00	827 Reseda Street, Pretoria	-25.81585, 28.29945	City of Tshwane Metropolitan Municipality	Northern	Government-Other
53	Erf 710 of Weltevredenpark Ext 4 Portion 0	2,482,838.00	1.9285ha	300209204	R68,020.20	Lemoending Street, Roodepoort	-26.123, 27.9237	City of Johannesburg Metropolitan Municipality	Central	Vacant Land
54	Erf 87 of Marlboro Portion 0	480,000.00	0.1077ha	201397645	R45,857.26	6 Olympia Avenue, Sandton	-26.087966, 28.092002	City of Johannesburg Metropolitan Municipality	Central	Vacant Land



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

Table 1: List of identified opportunities

****Refers to properties where municipalities did not bill/submit a claim to date or properties are exempted from rates and taxes, hence no figures captured.***

55	Erf 88 of Marlboro Portion 0	480,000.00	0.1076ha	201397661	R65,721.41	5 Virginia Street, Sandton	-26.087877, 28.092301	City of Johannesburg Metropolitan Municipality	Central	Vacant Land
56	Erf 1158 of Roodekrans Ext 5 Portion 0	2,297,000.00	0.4692ha	300855960	R97,000.30	3 Ouklip Road, Roodepoort	-26.103504, 27.84335	City of Johannesburg Metropolitan Municipality	Central	Vacant Land
57	Erf 711 of Weltevredenpark Ext 4 Portion 0	6,189,000.00	4.4977ha	300209211	R80,096.25	983 Kurkbos Avenue, Roodepoort	-26.123757, 27.923194	City of Johannesburg Metropolitan Municipality	Central	Agricultural Other
58	Farm 15 Witfontein Portion 42	N/A	25.7924ha	N/A	*R0.00	Corner DSV Road and Serengeti Boulevard	Y:- 26.064044, X:28.284659	Ekurhuleni Metropolitan Municipality	Eastern	Government
59	Farm 15 Witfontein Portion 43	4,207,000.00	16.2762Ha	1700290503	R 11,064.36	Serengeti Boulevard	Y:- 26.064044, X:28.284659	Ekurhuleni Metropolitan Municipality	Eastern	Government

(Refer to “Annexure B” for detailed report on listed properties)



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

3.4 Proposals

Proposals should include but not limited to the following:

- a) Detailed plans of Small Medium Enterprises (SMEs) development pertaining to this transaction,
- b) Feasibility studies outlining the nature and type of private sector investment.
- c) Conceptual design
- d) Confirmation that no outlay is required by the province and that all costs pertaining to any development on such land will be borne by the bidder.
- e) High level development programme
- f) Proposed annual lease rental payable to DID – the minimum lease payable should be a combined amount of the property rates and taxes plus the proposed estimated rental inclusive of increments over lease period.
- g) The number of new jobs created.
- h) Details of scarce skills development in the given sector, the benefits of the project to the surrounding community
- i) Demonstrate the required commercial knowledge, skills and experience to successfully execute the proposed development.
- j) Recovery on capital injection

The Bidder shall be responsible for the entire procurement process required to successfully complete the development. This entails assuming total responsibility for the:

- a) Design of buildings and infrastructure,
- b) Local Authority approvals,
- c) All construction associated with the development,
- d) Cost and quality management,
- e) Overall project and programme management and,



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

- f) Necessary insurances required to successfully complete the development subject to the terms and conditions stipulated in the Notarial Lease Agreement.

Additionally, the following information must be included in the bid proposal:

- 3.4.1 Commercial terms including rental, escalation, estimated operating costs, internal rate of return and net present value of investment.
- 3.4.2 Detailed Site development plan.
- 3.4.3 Feasibility indicating projected income, full development costs including land and finance costs and return anticipated from the development.
- 3.4.4 Indicative Development Programme.
- 3.4.5 Concept designs where applicable.
- 3.4.6 Details of the tenant/s where applicable and a confirmation letter from the tenant mandating the bidder to source a property for them.
- 3.4.7 Confirmation of funding sources, if funding is to be obtained from an investor, financial institution or other 3rd party. The confirmation of funding will be subject to the bidder first securing the development opportunities as well as the viability of the proposed development.
- 3.4.8 Latest audited financial statement or management accounts of the bidding entity.

3.5 Financial Offer and Projections

Bidders should attach document indicating annual financial projections – for the full term of the lease and attach document indicating monthly financial projections – for first five years. Also indicate year where return on Investment (ROI) will be recovered.

Income	Year 1	Year 2	Year 3	Total
- Other income				



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY
 DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL
 GOVERNMENT (GPG)**

Expenses				
- Water & electric				
- Rates & taxes				
- Security				
- Insurance				
- Maintenance				
- Lease rental				
- Other expenses				

Table 2: Example of financial projections breakdown

Additionally, the financial projections should be broken down to consider the following:

TERM	CONDITION
Year 0 to 2 years (24 months)	Construction period. Note: Rental fees for the first 2 years will be recovered over a period of 5 years once the successful bidder starts to generate income from the property.
Year 2 to 10	Rental charged on vacant land
Year 11 to 29	Review of rental charged. Rental to be changed on both land and proposed structure



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY
 DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL
 GOVERNMENT (GPG)**

Year 30	a. The land and structure revert back to the department (custodian) b. Top structure is demolished, and the land reverts back to the department (custodian) <p align="center"><i>(One of the above options will apply)</i></p>
Year 30 + (Possible extension)	a. The extension will not be automatic; b. It will be the Department's discretion whether to extend the lease or not; c. The above will be evaluated on whether the Department will require the land back or not.

3.6 Top Structure Development Conditions

The following Top Structure conditions will apply:

- 3.6.1 Bidders will be required to comply with the relevant Town Planning Schemes for the respective municipalities where the property is located, the approved Development Framework Plan for the site and any other regulatory requirements that may apply.
- 3.6.2 Bidders will be required, at their cost, to make all other required applications to obtain approval for construction, including (without limitation):
 - a) Building Plan and Site Development Plan approvals (where applicable);
 - b) Town Planning approvals (where applicable);
 - c) Environmental Impact Assessment approvals;
 - d) Traffic Impact assessment approval (if applicable); and
 - e) Retail license (if applicable) etc.
- 3.6.3 Bidder shall be responsible for obtaining all necessary permits and licenses to construct the top structure. Any lead times involved in the procurement of such



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

licenses and permits shall be factored into the programme by the Bidder, to safely ensure that the property becomes fully functional and operational at dates as indicated in this proposed development programme and such dates that fully coincide with the dates as indicated in the Notarial Lease Agreement. The time and costs for achieving these milestones shall be factored into the overall proposed development cost and programme that shall be submitted as part of this bid.

- 3.6.4 The Bidder shall be responsible for the entire procurement process required to successfully complete the development. This entails assuming total responsibility for the design of buildings and infrastructure, Local Authority approvals, all construction associated with the development, cost and quality management, overall project and programme management and necessary insurances required to successfully complete the development subject to the terms and conditions stipulated in the Notarial Lease Agreement.



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

3.3 Evaluation Criteria

A two-stage evaluation will be applied to the evaluation of the bid as follows:

- a) **Stage 1:** Mandatory and other administrative requirements.
- b) **Stage 2:** Functionality criteria
- c) **Stage 3:** Price and preference points (financial offer and BBBEE specific goals)

4. STAGE 1: MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS

Failure to submit / meet or comply with the following requirements automatically constitute disqualification of tender offer.
Submission of duly completed and signed SBD 1- Invitation to tender
Submission of duly completed SBD 3.1 – pricing schedule – firm price
Submission of duly completed and signed SBD4 – bidders’ disclosure
Only tenderers who attended a compulsory site briefing session will be considered for evaluation (bidders must sign the site briefing attendance register)
Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and should be signed by all parties involved and must detail the percentage (%) revenue split between the parties and portion/s of work to be shared
Submission of a bank rating letter for grade A, B or C or letter of intent from possible financial providers

4.1. OTHER ADMINISTRATIVE REQUIREMENTS THAT WILL BE APPLICABLE TO THIS PROCUREMENT

Proof of Registration with CSD (provider proof of registration with CSD, all parties in the consortium must be provided)
Submission of duly completed and signed SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder’s Tax Compliance Status
Submit Company registration documents (founding statement -CK, Certificate of incorporation CM1, etc)
Certified copies of Identity documents for members / directors / shareholders or owner



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

INDICATE THE FUNCTIONALITY EVALUATION CRITERIA IF APPLICABLE:

Functionality:	
Functionality total weight points:	100 points
Minimum Functionality Score	70 points

Main functionality criteria:	Sub criteria	Points allocation for sub-criteria	Weighting factor:
1. COMPANY EXPERIENCE (25 Points)			
<p>Bidder to provide a detailed list of projects indicating project name, project address, year completed, project duration, capital value and contactable client references (name and contact details). The list must be accompanied with appointment letter/s or contract/s and corresponding completion/s certificate/s or corresponding completion reference letter/s.</p>			
1.1 Demonstrated experience of tendering entity with respect to <u>Property Development</u>	The scoring will be based on the total development value for each project mentioned below.		10 Points
	Capital value of R 150 million and above	10 Points	
	Capital value of R 100 million to below R 150 million	8 Points	
	Capital value of R 50 million to below R 100 million	6 Points	
	Capital value of R 20 million to below R 50 million	4 Points	
	Capital value of below R 20 million	2 Point	
1.2 Demonstrated experience of tendering entity with respect to <u>Construction of similar projects</u>	The scoring will be based on the total development value for each project mentioned below.		
	Capital value of R 150 million and above	10 Points	



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY
 DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL
 GOVERNMENT (GPG)**

	Capital value of R 100 million to below R 150 million	8 Points	10 Points
	Capital value of R 50 million to below R 100 million	6 Points	
	Capital value of R 20 million to below R 50 million	4 Points	
	Capital value of below R 20 million	2 Point	
1.3 Demonstrated experience of tendering entity with respect to <u>facilities management of similar projects</u>	Provide proof of properties managed, or a letter of intent to source a facilities management company. Scoring will be based on the value of property for each project mentioned below.		5 Points
	R50 million and above	5 Points	
	Below R50 million from R20 million	3 Points	
	Below R20 million	1 Point	
<p>Note: The project list must have <u>all</u> the required information. If not all the required information is included, then the bidder will lose all points for that sub-criterion. The list refers to project name, project address, year completed, project duration, capital value and contactable client references (name and contact details)</p> <p>Non submission will result in the bidder forfeiting points.</p> <p>NB: A bidder to achieve a minimum of 15 Points for this criterion.</p>			
2. DEVELOPMENT PROPOSAL			
2.1 Details of Concept based on the following: a. Alignment with approved zoning rights b. Compliance with town planning regulations and full satisfaction with the local authority (i.e. Zoning rights, land use	Non-existence or very poor	0 Points	15 Points
	Evidence submitted meets only one (1) requirement	3 Points	
	Evidence submitted meets only two (2) requirements	6 Points	
	Evidence submitted meets only three (3) requirements	9 Points	
	Evidence submitted meets only four (4) requirements	12 Points	
	Evidence submitted meets only five (5) requirements	15 Points	



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY
 DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL
 GOVERNMENT (GPG)**

<p>compliance, traffic impact assessment, environmental impact assessment if applicable, density requirements, etc)</p> <p>c. Elements of sustainable development</p> <p>d. Site development plans (the drawings should include the site, including all town planning information, indicating the total footprint of the proposed structures, location on the site, sketch plans and elevations, layout of services, public access and drainage)</p> <p>e. Esthetic appeal (existing and proposed landscape features, lighting)</p>			
<p>2.2 Detailed Business plan</p>	<p>executive summary</p>	<p>1 Point</p>	<p align="center">20 Points</p>
	<p>description of business</p>	<p>2 Points</p>	
	<p>Market research and business potential</p>	<p>3 Points</p>	
	<p>SWOT analysis</p>	<p>3 Points</p>	
	<p>Management team and personnel</p>	<p>2 Points</p>	
	<p>The product or services offered</p>	<p>2 Points</p>	
	<p>Marketing and sales plan</p>	<p>2 Points</p>	



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY
 DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL
 GOVERNMENT (GPG)**

	Financial Plan	3 Points	
	Market/industry Analysis	2 Points	
Non submission will result in the bidder forfeiting points. NB: A bidder to achieve a minimum of 25 Points for this criterion.			
3. EMPOWERMENT PLAN AND SOCIAL BENEFIT	Bidder to submit details on how they will undertake the following:		25 Points
	Job Creation Plan (Long-Term).	7 Points	
	Training and Development Programmes (during and after construction).	6 Points	
	Demonstrate how the development will benefit the local community and/or community-based organisations.	6 Points	
	Enterprise Development (during and after construction)	6 Points	
Non submission will result in the bidder forfeiting points. NB: A bidder to achieve a minimum of 12 Points for this criterion.			
4. INVESTMENT MANAGEMENT PLAN Detailed methodology description and financial analysis and projections	Bidders to submit the investment management plan to demonstrate how they arrived at the following financial components of the proposed project: Components of the proposed project:		15 Points
	Development capital costs	5 Points	
	Proposed lease payment	5 Points	
	Return on Investment Calculations	5 Points	
Non submission will result in the bidder forfeiting points. NB: A bidder to achieve a minimum of 12 Points for this criterion.			
TOTAL FUNCTIONALITY POINTS			100 Points



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

NB: Bids which do not meet the minimum threshold of 70 points will not be considered further

4.1 STAGE 2: Financial Offer and B-BBEE Status

- a) The bidder obtaining the highest number of points will be awarded the contract.
- b) Preference points shall be calculated after financial offers have been brought to a comparative basis.
- c) Points scored will be rounded off to 2 decimal places.
- d) In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.
- e) A maximum of 80/ 90 points is allocated for financial offer on the following basis:

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

P_s	=	$80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$
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Where

- P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{max} = Price of highest acceptable tender.

- f) Only those bids that attain the minimum threshold score of 70 Points in Stage 1 will be evaluated in this stage. Bids will be evaluated as follows:



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

4.2 Financial Offer

No.	Property Description	NPV of Rental over 30 Year	DID Facilitation Fee (once off)	Fixed Monthly Rental Offer <i>(Consider the below points)</i> 1. Annual Rental escalation of 8% 2. For comparison NPV rental offers will be calculated using 10% discounting rate 3. Over a 30-year lease period	Mark with X <i>(If Bidding for the Property)</i>
1	Erf 1084 Brenthurst Ext 1 Portion 0	R	R	R	
2	Erf 131 of Ormonde Ext 1 Portion 0	R	R	R	
3	Erf 109 of Woodmead Portion 0	R	R	R	
4	Erf 971 of Kenmare Ext 1 Portion 0	R	R	R	
5	Erf 970 of Kenmare Ext 1 Portion 0	R	R	R	



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR
 THE GAUTENG PROVINCIAL GOVERNMENT (GPG)**

6	Erf 132 of Ormonde Ext 1 Portion 0	R	R	R	
7	Erf 297 Quellerina Portion 0	R	R	R	
8	Erf 2529 of Northcliff Ext 22 Portion 0	R	R	R	
9	Erf 86 of De Wetshof Portion 0	R	R	R	
10	Erf 555 of Lonehill Portion 0	R	R	R	
11	Erf 556 of Lonehill Ext 10 Portion 0	R	R	R	
12	Erf 102 of Woodmere Portion 0	R	R	R	
13	Erf 2466 of Danville Portion 0	R	R	R	
14	Erf 419 of The Reeds Portion 0	R	R	R	
15	AH 17 of Kyalami AH Portion 0	R	R	R	
16	Erf 969 of Kenmare Ext 1 Portion 0	R	R	R	
17	Erf 968 of Kenmare Ext 1 Portion 0	R	R	R	



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR
 THE GAUTENG PROVINCIAL GOVERNMENT (GPG)**

18	Erf 3918 of Benoni Ext 10 Portion 0	R	R	R	
19	Erf 410 of Impala Park Portion 0	R	R	R	
20	Erf 440 of Dersley Portion 0	R	R	R	
21	Erf 763 of Glenharvie Ext 2 Portion 0	R	R	R	
22	Erf 2482 of Mohlakeng Portion 0	R	R	R	
23	Erf 1705 of Albertsdal Ext 6 Portion 0	R	R	R	
24	Erf 710 of Henley on Klip Portion 0	R	R	R	
25	Erf 735 of Henley on Klip Portion 0	R	R	R	
26	Erf 737 of Henley on Klip Portion 0	R	R	R	
27	Erf 1037 of Silverton Ext 5 Portion 0	R	R	R	
28	Erf 377 of Meyerton Portion 0	R	R	R	
29	Erf 117 of Falcon Ridge Portion 0	R	R	R	



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

30	Erf 759 Arcon Park Ext 1 Portion 0	R	R	R	
31	Erf 749 Sonlandpark Portion 0	R	R	R	
32	Erf 27 Unitas Park Portion 0	R	R	R	
33	Erf 696 of Clubview Ext 2 Portion 0	R	R	R	
34	Portion 226 of Farm 351 JR Pretoria Town and Townlands, Pretoria West	R	R	R	
35	Erf 76 Modderfontein Portion 19	R	R	R	
36	Erf 76 Modderfontein Portion 47	R	R	R	
37	Erf 371 of Orange Farm Portion 130	R	R	R	
38	Erf 371 of Orange Fam Portion 113	R	R	R	
39	Erf 371 of Orange Farm Portion 123	R	R	R	
40	Erf 442 of Steelpark Portion 0	R	R	R	
41	Erf 443 of Steelpark Portion 0	R	R	R	
42	Erf 116 of Waldrif Portion 0	R	R	R	



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

43	Erf 76 Modderfontein Portion 67	R	R	R	
44	AH 385 of North Riding Portion 0	R	R	R	
45	Erf 15 Witfontein Portion 46	R	R	R	
46	Erf 301 Witfontein Portion 113	R	R	R	
47	Erf 371 Orange Farm Portion 48	R	R	R	
48	AH 72 of Kyalami Portion 0	R	R	R	
49	Erf 1036 of Silverton Ext 5 Portion 0	R	R	R	
50	Erf 723 of Mountain View Portion 0	R	R	R	
51	Erf 302 of Moreletapark Portion 0	R	R	R	
52	Erf 537 Moreletapark Portion 0	R	R	R	
53	Erf 710 of Weltevredenpark Ext 4 Portion 0	R	R	R	
54	Erf 87 of Marlboro Portion 0	R	R	R	
55	Erf 88 of Marlboro Portion 0	R	R	R	



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR
THE GAUTENG PROVINCIAL GOVERNMENT (GPG)**

56	Erf 1158 of Roodekrans Ext 5 Portion 0	R	R	R	
57	Erf 711 of Weltevredenpark Ext 4 Portion 0	R	R	R	
58	Farm 15 Witfontein Portion 42	R	R	R	
59	Farm 15 Witfontein Portion 43	R	R	R	

NB: NPV to be calculated at an annual escalation of 8% PER ANNUM.

Template for NPV calculations, refer to “Annexure C” which may be used as an example.



**REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY
 DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL
 GOVERNMENT (GPG)**

HDI's POINTS ALLOCATION APPLICABLE TO THIS PROJECT

Socio-economic evaluation

Historically Disadvantaged Individuals with 100% black ownership who are: women; youth; people living with a disability; living in townships or underdeveloped area; military veterans. The enterprises are scored out of a maximum of 20/10 points for socio-economic goals.

HDI TARGETED GROUPS – AT-LEAST 51% OWNERSHIP AS FOLLOWS:	POINTS ALLOCATION	
	80/20	90/10
TOWNSHIPS, RURAL OR UNDERDEVELOPED AREAS: The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area	3 points	1.5 points
WOMEN: (Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if IDs are not provided	2 points	1 point
YOUTH: Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if IDs are not provided	5 points	2.5 points
PEOPLE WITH DISABILITY (PwD): provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company	5 points	2.5 points
MILITARY VETERANS: provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company	5 points	2.5 points
TOTAL HDI's POINTS	20 points	10 Points



REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

5. SUBMISSION

Bids to be submitted/Hand Delivered at Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown, Johannesburg by **28 May 2024**

Late responses will not be accepted.

The sealed response should state:

The RFP title and RFP number

6. LEGAL REQUIREMENTS

- 6.1 The procurement of the Development Opportunity will be carried out following the prescribed legislation, which includes the Constitution, the PFMA and Treasury Regulations.
- 6.2
- 6.3
- 6.4 The Notarial Lease Agreement, once fully concluded shall constitute the entire agreement between the parties, and serve as the sole basis of determining the relationship between the parties in the implementation of the Development Opportunity.

7. QUESTIONS

All technical enquiries should be directed to Ms Diana Rampou at the following email: Diana.Rampou@gauteng.gov.za and Siya Khumalo for SCM queries at the following email Siya.Khumalo@gauteng.gov.za

8. DISCLAIMER

This RFP does not commit DID to contract for any supply or service. Any costs incurred in preparing the response to the RFP are the responsibility of the parties responding to



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY DEVELOPMENT OPPORTUNITIES FOR THE GAUTENG PROVINCIAL GOVERNMENT (GPG)

the RFP. Any material submitted in response to the RFP will be treated confidentially and will become the property of DID. The DID reserves the right to accept any proposal, reject any proposal or withdraw any property/properties when required for Service Delivery purposes.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions
1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

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- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding
- immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. **General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. **Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. **Use of** 5.1 The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information**; than a person employed by the supplier in the performance of the **inspection**. contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a **duties and rights** provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such

provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in

OFFICE ACCOMMODATION SPECIFICATION

terms of the contract or any other contract or any other amount which may be due to him

25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,

OFFICE ACCOMMODATION SPECIFICATION

provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

- 30. Applicable law 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

- 31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

- 32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

- 33. National Industrial Participation Programme (NIP) 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.