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Reference

: DIRCO:17/2023/2023 ITL MILAN

Enquiries

: Mr F Jele - Mr S Molekoa

Telephone

: +39 06 85254.204 - +2712 351 0362

Fax

012 329 1267

Sir/Madam

Bid No: DIRCO:17/2023/2023 ITL MILAN

- 2. PROPOSED DISPOSAL OF PROPERTY VICOLO SAN GIOVANNI SUL MURO N.4 MILANO
- 3. Closing date: 29 September 2023; 16:30pm
- 4. Prospective bidders will be able to view the properties on tender in Vicolo San Giovanni Sul Muro n.4 Milano on the **11 and 12 of September 2023** from 10h00 to 16h30. (Please call Mr TF Jele on tel. +39 8525 4203/ +39 345 758 117 or Ms LP Radebe at +39 85254257/+39345 526 4597).
- 5. The attached documents consist of this cover page and the bid document.
- 6. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
- 7. Please make sure that your bid reaches this office before the closing date.
- 8. When submitting your bid, the following information <u>must</u> appear on the sealed envelope:
- · Name and address of bidder
- DIRCO Number
- Closing date

This envelope can be placed in the bid box at the South African Embassy 14 - 16 Via Tanaro Coppede District Rome, from Monday to Thursday, between 8:30 am and 16:30pm, and on Friday between 8:30 am and 14:00pm on or before the **29 September 2023 at 16h30**, or when submitting in the RSA, in the bid box at DIRCO Head Office Building, 460 Soutpansberg Road, Rietondale, Pretoria

Non-compliance with any of the above conditions will result in your bid being disqualified.

Yours faithfully

CHIEF DIRECTOR

DATE

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentisana • ISebe lezobuDlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking



SPECIFICATION FOR THE INVITATION OF BIDS FOR THE DISPOSAL OF PROPERTY IN ITALY OWNED BY THE REPUBLIC OF SOUTH AFRICA

PROPOSED DISPOSAL OF ERF: VICOLO SAN GIOVANNI SUL MURO N.4 MILANO

REFERENCE NUMBER: DIRCO:17/2023/2023 ITL MILAN

CLOSING DATE FOR SUBMISSION OF BIDS IS 29 SEPTEMBER 2023

NOTE: A SÉPARATE BID MUST BE COMPLETED AND SUBMITTED FOR EACH PROPERTY.

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1. DEFINITION OF TERMS

- "Bidder" is a party that submits an offer to purchase the property/ies proposed for disposal to the Department of International Relations and Cooperation.
- "Bid documents" documents supplied by the Department of International Relations and Cooperation that should be completed by the bidder and submitted to the Department of International Relations and Cooperation on or before the stipulated closing date.
- "Bidding" is submitting an offer.
- "Bid/s" offer/s to purchase, submitted as per bid documents.
- "Responsiveness Criteria" it is compulsory returnable items that the bidder must submit as part of the bid documents and failure to do so shall lead to automatic disqualification of the bidder concerned.
- "Department of International Relations and Cooperation" the party owning and proposing the sale or disposal of properties. It can be referred to as the seller or the Department. The name Department of International Relations and Cooperation may be used inter-changeably with the Republic of South Africa.
- "Price" monetary offer submitted by bidder in an attempt to purchase and own a property proposed for sale.

2. RESPONSIVENESS CRITERIA

- (i) Bidder must clearly indicate the purchase price (amount being offered for the purchase of the property) as per the space provided in the bid documents.
- (ii) The bidder must indicate the property (property description) he/she intends buying as per the space provided in the bid documents.
- (iii) Only original bid documents issued from the Department of International Relations and Cooperation in the foreign Mission in Italy will be accepted at the closing of the bid.
- (iv) Proof of financial ability / bank guarantee supporting that the bidder will be able to pay the purchase price should be attached by the bidder to the bid documents by completing the "Pro Forma" forms attached as Annexure "A", in the bid documents. Such a form must be stamped by the relevant financial institution.
- (v) The bidder must provide proof of financial ability or bank guarantee for each property he/she is bidding to purchase.

NOTE: FAILURE TO ADHERE TO THE ABOVE CRITERIA SHALL LEAD TO THE BIDDER BEING DISQUALIFIED.

3. CONDITIONS FOR BIDDING

- 3.1 Late bids shall not be accepted.
- 3.2 The Minister of the Department of International Relations and Cooperation has the powers to approve or not approve the disposal of the proposed properties.
- 3.3 The Department of International Relations and Cooperation shall have the right to dispose of a property above or below market value and the latter is subject to approval by the Department of National Treasury.
- 3.4 The bidder must clearly give the full property description of the property/ies he or she intends purchasing.
- 3.5 Monetary offer should be clearly indicated in the bid documents and should be vat exclusive. Errors and omissions on the price should be strictly avoided by the bidder as they cannot be corrected after the closing date.
- 3.6 The Department of International Relations and Cooperation reserves the right not to accept any bid proposal/offer.
- 3.7 The Department of International Relations and Cooperation reserves the right to withdraw any property/ies proposed for disposal at its own discretion.
- 3.8 Prospective bidders are advised to inspect the property/ies, the Title Deeds and the diagrams of the property/ies. Every effort has been made to ensure that the information concerning the extent, zoning or any other land use description of the property contained in this document is accurate but the Department of International Relations and Cooperation shall not accept liability for any inaccuracies that may occur. The purchaser must ascertain and satisfy himself as to the zoning of the property and the purpose for which it may be used. If the purchaser desires to have the zoning of the property changed, it will be his responsibility to approach the Local Authority in this regard and all costs will be for the bidder's account.

4. CONDITIONS OF SALE

- 4.1 The seller shall notify the bidder in writing in instances where his/her bid has been successful and a Deed of sale shall be prepared by the Seller and signed by both the seller and Purchaser thereafter. The Deed of Sale shall take precedence over any other agreement that may have been signed by the seller and purchaser in relation to the sale of this property.
- 4.2 Payment of purchase price is as follows;
- 4.2.1 The full purchase price is payable in cash or bank guaranteed cheque, within twenty one (21) days from the date of sale, that is, date of signing the Deed of Sale

or

- 4.2.2 Ten (10) percent of the purchase price is payable in cash or bank guaranteed cheque within twenty one (21) days from the date of sale. The balance of the purchase price is payable in cash upon registration of the transfer of the property in question to the name of the Purchaser and for which amount a valid bank guarantee shall be given to the Seller within twenty one (21) days from the date of sale, which guarantee shall be payable by the Purchaser free of exchange against registration of the property into the name of the Purchaser.
- 4.3 The property is sold "voetstoots as is" with all improvements thereon without any warranty in respect of patent or latent defects or imperfections in any respect and subject to all the conditions set out in the Title Deeds as well as adhering to all municipal requirements and/or Ordinances.
- 4.4 Possession of the property will be given to the Purchaser and the Purchaser shall be obliged to take possession thereof on the date on which the full purchase price is paid either in terms of condition 4.2.1 or 4.2.2 above. From the date on which the purchaser takes possession of the property, the purchaser shall be liable for payment of all rates and taxes, insurance premiums if applicable, and other charges in respect of the property. All the risks associated with such possession shall be borne by the purchaser.
- 4.5 Should the Purchaser elect to occupy the property before the date of transfer, the Purchaser shall be obliged to pay the Seller compensation for the occupation of the property calculated at a rate of 5 % of the purchase price per annum on the unpaid balance of the purchase price, which compensation is payable monthly or a pro-rata share thereof for any portion, calculated from the date of occupation until date of transfer.

- 4.6 The sale of the property shall be subject to the condition that all rights to precious stones, precious metals, base minerals and natural oils and gas on or below the surface are reserved by the Seller as these are withheld by the State or shall be handled as per the mineral laws of Italy.
- 4.7 The Purchaser shall be liable for all transfer costs and transfer duty payable for the registration of the property into the name of the Purchaser.

4.8 Breach

Should the Purchaser fail to make any payments provided for herein, or otherwise commit a breach of any to the conditions hereof, and remain in default for 7 (seven) days after dispatch of a written notice by registered post, requiring him/her to make such payment or to remedy any other breach, the seller shall be entitled to, and without prejudice to any other rights available at law:

- 4.8.1 claim immediate payment of the entire balance outstanding; or
- 4.8.2 cancel the Deed of Sale, retain all amounts paid by the Purchaser and claim for damages.

5. PROPERTY DETAILS

5.1	Location
	The property is located at
5.2	Extent
	The property is approximately m² / hectares in extent.
5.3	Current Zoning
	5.3.1 The present zoning of the property is
	5.3.2 Current Use
	The property is currently used for
5.4	Ownership
	The property is registered in the name of the Republic of South Africa under title deed number

6. OFFER BY BIDDER

THE SECTION BELOW TO BE COMPULSORY COMPLETED BY BIDDER

To: Department of International Relations and Cooperation also known as the seller of the property proposed for disposal.

I / We the under signed
Full name:
Identity number
ERF
Measuring
Located at
I / We offer to purchase the property for an amount of EUROS
Amount in words (vat exclusive).
or
Full name (s)
On behalf of
(Name of Legal person/Partnership/Joint venture)
Registration Number:

7. EVALUATION OF BIDS

An Evaluation Committee shall be selected by accounting authorities to evaluate bids and recommend the successful bid to relevant authorities who will in turn support the recommended Bidder to the Minister of the Department of International Relations and Cooperation to approve or not approve a recommended bidder. National Treasury to grant approval in instances where a property is sold below market value. The evaluation will be done as per the criteria below and the highest scoring bidder will be awarded the bid.

7.1 Evaluation Criteria for Price

For this tender consideration is given to price only. The bid with the highest price will be awarded the tender.

CRITERION	MAXIMUM POINTS
PRICE	100
TOTAL	100

The bidder which has offered the highest amount to purchase the property will attain maximum points. Thereafter points will be awarded in a descending scale based on the price/offer.

8. DECLARATION BY BIDDER

I,, the undersigned, hereby affirm/declare that all information given by myself in this bid document is correct and accept that incorrect information may lead to my disqualification.
Further re-affirm that the offer of Euros
Amount in words (
(vat exclusive).
is my offer that I will settle with the Department of International Relations and Cooperation should I become the successful bidder within the time frames to be stipulated in the Deed of Sale and I will further oblige to bid conditions, conditions of sale and other requirements stipulated in this bid documents.
SIGNATURE OF BIDDER:
DATE:

Pro Forma

"Pre – qualification Certificate" For a loan, issued by Financial Institutions

This is to certify that
(Financial Institution)
Has undertaken, in principle, to grant a home loan of
Euros (vat exclusive)
Amount in words:(vat exclusive).
To
For the purpose of buying a home / unimproved land
Subject to
This certificate is valid forweeks and expires on
Name of Bank Manager Signature
Date

Pro Forma

"Pre – qualification Certificate" Of availability of Capital



PROPERTY FOR DISPOSAL

Bidders are hereby invited to submit offers to purchase the following property owned by the Republic of South Africa located in Milan, Italy. The property which will be sold on an open tender is as follows: Bidders are advised to refer to the Bid Conditions as well as the bid documents as failure to adhere to the conditions and requirements may lead to disqualification of the bid. It is the responsibility of the bidder to ensure that bid documents obtained meet the bid conditions.

LOCATION	STREET ADDRESS	TYPE OF	REFERENCE	RESERVE PRICE
		PROPERTY		
Milan, Italy	Vicolo San Giovanni Sul Muro n.4	Office	DIRCO:17/2023/2023 ITL MILAN	€2 803 060 (Euros)
	Milan			

Bid documents can be obtained as follows:

- At the South African Embassy: 14 16 Via Tanaro Coppede District Rome, Italy, between 08h30 and 16h30 from Monday to Thursday and 08h30 -14h00 on
- Bid documents can be obtained from the website where the tender is advertised. www.Dirco.gov.za and http://www.facebook.com/people/South-African-Embassy-Rome and https://www.sudafrica.
 - Bid documents can be obtained by courier. An authorization letter is needed to enable the Courier Company to collect on behalf of a prospective bidder. (South African Embassy in Rome, Italy)

When requesting a bid document by e-mail, post or courier, clearly indicate for which property a bid form is requested.

It is the responsibility of the bidder to ensure that bid documents are requested and received on time. The Department will not accept responsibility for bids not submitted on time due to late receipt of e-mailed or posted documents. Bids must be **physically submitted** in a sealed envelope and be deposited in the tender box at the South African Embassy in Rome situated at 14 - 16 Via Tanaro Coppede District Rome between 08h30 and 16h30 from Monday to Thursday and 08h30 to 14h00 on Friday on or before the 29 September 2023 at 16h30. Bids submitted after this date and time shall not be considered. No e-mail submissions will be considered.

The Department reserves the right to withdraw any property proposed for disposal at its own discretion and reserves the right not to accept any bid.

Prospective bidders will be able to view the property on tender in Vicolo San Giovani Sul Muro 4 on the 11 September 2023 and 12 September 2023 from 10h00 to 16h30 (Please call Mr TF Jele +39 8525 4203/ +39 345 758 1176 or ielef@dirco.gov.za or Ms LP Radebe at +39 85254257/+39345 526 4597 or radebel@dirco.gov.za

When submitting your bid in the RSA, the following information must appear on the sealed envelope:

- Name and address of bidder
 - DIRCO Reference Number

Closing date

This envelope can be placed in the bid box at DIRCO Head Office Building, 460 Soutpansberg Road, Rietondale, Pretoria OR

If posted, place the envelope in a covering envelope addressed as follows: Department of International Relations and Cooperation, 460 Soutpansberg Road, Rietondale 0084 Attention is also brought to any person who may have an objection to the proposed sale of any of the above-mentioned properties to lodge such an objection in writing on or before the closing date and time as mentioned in this advertisement.

ENQUIRIES REGARDING THE TENDER CAN BE DIRECTED TO MR MOLEKOA TEL: +27 12 351 0362 ENQUIRIES REGARDING THE VIEWING AND SUBMISSION OF BIDS CAN BE DIRECTED TO MS MAZUBANE ON TEL: + 41 79 730 1859 / MR MALULEKE ON TEL +41 76 298 7215