



**SPECIFICATION FOR THE INVITATION OF BIDS
FOR THE DISPOSAL OF PROPERTIES IN THE PORTUGUESE
REPUBLIC OWNED BY THE
REPUBLIC OF SOUTH AFRICA**

**PROPOSED DISPOSAL OF PROPERTY AT RUA ALTO DO
AMPARO, Nº 20, SÃO MARTINHO PARISH, FUNCHAL
COUNTY, MADEIRA ISLAND**

REFERENCE NUMBER: DIRCO:11-2022/23 POR ERF#FUNCHAL

CLOSING DATE FOR SUBMISSION OF BIDS IS 10 FEBRUARY 2023

**NOTE: A SEPARATE 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” – are 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 by the Department of International Relations and Cooperation and/or at the foreign Mission in Portugal will be accepted at the closing of the bid.

(iv) Proof of financial ability or bank guarantee showing that the bidder will afford the purchase price should be attached by the bidder to the bid documents by completing the "Pro Forma" forms that are attached to the bid documents as Annexure "A". 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 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 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/herself 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/her 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 the 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 the Portuguese Republic.

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 Rua Alto do Amparo, N° 20, São Martinho parish, Funchal County, Madeira Island

5.2 Extent

The property is approximately 580 m² in extent.

5.3 Current Zoning

5.3.1 The present zoning of the property is residential.
(Refer to Bid Conditions for re-zoning and other associated costs).

5.3.2 Current Use

The property is currently used for dwelling.

5.4 Ownership

The property is registered in the name of the Republic of South Africa under **Urban Land register (CPU) Matrix No 3211 and Land Register Office (CRP) No 4585/20100316** and vests in the Department of International Relations and Cooperation.

6. OFFER BY BIDDER

THE SECTION BELOW IS COMPULSORY AND MUST BE COMPLETED BY THE BIDDER

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

I / We the undersigned

Full name: _____

Identity/Passport number _____

Address _____

Contact telephone number _____

e-mail address _____

ERF / Plot _____

Measuring _____

Located at _____

I / We offer to purchase the property for an amount of Euro _____

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 International Relations and Cooperation to approve or not approve a recommended bidder. National Treasury should 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 Euro _____

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 these bid documents.

SIGNATURE OF BIDDER: _____

DATE: _____

ANNEXURE “A”

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

Euro..... (VAT exclusive)

Amount in words:
(VAT exclusive).

To.....

For the purpose of buying a home / unimproved land

Subject to (financial institution)
Being satisfied with the value and condition of the property, final approval will be given
within business days from the date of sale, provided that access to the
property is readily available to our property assessor.

This certificate is valid forweeks and expires on

.....
Name of Bank Manager

.....
Signature

.....
Date

Pro Forma

“Pre – qualification Certificate” Of availability of Capital

This is to certify that

(Name of Bidder)

Has access to capital, which is available in the amount of

Euro _____ (VAT exclusive)

Amount in words: _____

For the purpose of buying a home / unimproved land

Name of Financial Institution

Name of Bank Manager

Signature

Date