



# **National Empowerment Fund**

**RFP No: NEF 01/2023/2024**

**REQUEST FOR INFORMATION:  
PROVISION OF OFFICE ACCOMMODATION:  
LEASING, LEASE TO BUY AND OR BUYING FOR  
THE NEF**

**CLOSING DATE: 19 February 2024**

**TIME: 14H00**

## 1. Introduction

- 1.1 The National Empowerment Fund Act No.105 of 1998 established the National Empowerment Trust (NEF), for the purposes of promoting and facilitating economic equality and transformation, by providing development finance for Black Economic Empowerment (BEE) empowered South African businesses. The NEF operates under the umbrella of the Department of Trade and Industry and Competition (dtic) and is committed to the Broad-Based Black Economic Empowerment Act 55 of 2003 and the Codes of Good Practice on BEE.
- 1.2 The NEF Head Office operates from offices at 187 Rivonia Road, Morningside, Johannesburg, 2057, South Africa

## 2. Purpose

2.1 The NEF seeks to get information for the following:

**Option 1:** Office Accommodation to lease for a period of three (03) years with option to renew for a further two (02) years

**Option 2:** A lease to buy Office Accommodation (Leasing for a period of three (03) years).

**Option 3:** To buy readily available Office Accommodation

**Option 4:** To buy Distressed Office Accommodation and renovate to customize to the NEF's needs.

2.2 Before issuing a competitive bid, the NEF wants to understand the market and market offerings.

2.3 The purpose of this Request for Information (RFI) is an information gathering and market testing exercise, intended only to inform and assist the NEF for further deliberation, budgeting and development of an optimal procurement strategy.

2.4 Potential suppliers who do not respond to this RFI **will not** be precluded from bidding in future open bid(s) issued by NEF. Information provided in this RFI is for industry research only and will not be used to any respondent's advantage or disadvantage in future open tenders.

### 3. Enquiries

3.1 All enquiries regarding this RFI must be sent in writing to the Head of Supply Chain and the Facilities Manager by 14 February 2024:

#### **Commercial**

Ms Kedibone Mboweni

Head: Supply Chain Management

Tel: +27 11 305 8000

Email: [mbowenik@nefcorp.co.za](mailto:mbowenik@nefcorp.co.za)

#### **Technical**

Ms Olga Sekhoto

Facilities Manager

011 305 8000

[sekhotoo@nefcorp.co.za](mailto:sekhotoo@nefcorp.co.za)

3.2 All questions must reference specific paragraph numbers, where applicable

3.3 The NEF will not entertain any enquiries regarding this RFI sent to any other email address or received through any other means, except as instructed in paragraph 3.1

3.4 All enquiries received by the NEF will be consolidated and responded to in one response, which will be published on the website of the NEF ([www.nefcorp.co.za](http://www.nefcorp.co.za)), next to the respective RFI on 14 February 2024.

3.5 A hybrid (physical and virtual) **non-compulsory** briefing session will be held on **12 February 2024** at **11:00 am**. To join the briefing session, names and email addresses must be submitted to [tenders@nefcorp.co.za](mailto:tenders@nefcorp.co.za) **before 14:00 on 09 February 2024**.

#### **4. Submission of Responses**

4.1 Responses must be clearly marked for ease of reference.

4.2 All responses must be submitted in PDF format on / or before the closing date and time to the following email address: [tenders@nefcorp.co.za](mailto:tenders@nefcorp.co.za). Proposals received later than 14h00 on 19 February 2024 will not be considered.

#### **5. Right of Cancellation**

5.1 The NEF reserves the right to discontinue the tender procedure at any stage and not continue with a Request for Proposal (RFP), Request for Quotation (RFQ). Responding to this RFI does not mean that the supplier will be requested to submit a formal RFQ or RFQ.

#### **6. Confidentiality**

6.1 Any information relating to the submissions, through the process or otherwise shall be treated in strict confidence. In submitting a response, the responder agrees that it shall not be entitled to any information disclosed by another respondent to NEF, which the NEF has determined to be of a confidential nature, except instructed so by a court of law. The content and details of the evaluation of submissions will remain confidential to the NEF.

#### **7. Protection of personal information**

7.1 The NEF recognizes that when a Responder respond to this RFI, the Responder may provide personal information, which NEF will process for the sole purpose of evaluating the Responder's response. By submitting its response in responding to this Request for Information, the Responder hereby provides its consent to the processing of its Personal Information by the NEF.

7.2 The following terms shall have the meaning ascribed to them:

7.2.1 **"Personal Information"** shall bear the same meaning as ascribed to it under POPI;

7.2.2 **"POPI"** means Protection of Personal Information Act, No 4 of 2013;

7.2.3 “**Responsible Party**” shall bear the same meaning as ascribed to it under POPI; and

7.2.4 “**bid**” means this Request for Information

7.3 The NEF as the Responsible Party undertakes to:

7.3.1 comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time;

7.3.2 treat all Personal Information strictly as defined within the parameters of POPI;

7.3.3 process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, as permitted by law;

7.3.4 secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organizational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information

7.3.5 not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and

7.3.6 not retain any Personal Information for longer than it is necessary for achieving the purpose in terms of bid or in fulfilment of any other lawful requirement

7.4 The NEF will ensure that all reasonable measures are taken to:

7.4.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;

7.4.2 establish and maintain appropriate security safeguards against the identified risks;

- 7.4.3 regularly verify that the security safeguards are effectively implemented;
- 7.4.4 ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- 7.4.5 provide immediate notification to the Responder if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the bidder where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
- 7.4.6 remedy any breach of a security safeguard in the shortest reasonable time and provide the Responder with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
- 7.4.7 provide immediate notification to the Responder where the Responder has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
- 7.4.8 provide the Responder, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose of the bid and any applicable law; and
- 7.4.9 notify the Responder, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the Responder.

## **8. Completeness**

8.1 Respondents must check number of pages submitted and ensure that there are no missing pages or information. The NEF shall not accept any liability for any missing pages or information.

## **9. Cost**

9.1 The NEF shall in no manner be responsible for any costs incurred by the Responder in preparation and submission of response in relation to this RFI.

## **10. Ownership of Responses**

10.1 All responses to this RFI, will become the property of the NEF.

## **11. Form of RFI**

11.1 RFI documents must be completed by the Respondent in full.

11.2 Where the space provided in the RFI document is insufficient, separate schedules may be drawn up in accordance with the prescribed formats. These schedules must be bound with a suitable contents page and submitted with the RFI documents.

## **12. Signing of RFI**

12.1 The RFI must be signed by a person who is duly authorized to do so.

## **13. Jurisdiction**

13.1 The RFI and any subsequent tender and contract or order is governed by the laws of the Republic of South Africa.

## **14. Language**

14.1 The RFI and any subsequent tender and contract or order is governed by the laws of the Republic of South Africa;

14.2 All responses must be submitted in English language.

## **15. Gender**

15.1 Any word implying any gender shall be interpreted to imply all other genders.

## **16. Headings**

16.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

## **17. Disclaimer**

17.1 The NEF has produced this RFI in good faith. However, the NEF, its agents and its employees and associates, do not warrant its accuracy or completeness. The NEF will not be liable for any claim whatsoever and howsoever arising (included, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this RFI due to any misinterpretation of this bid.

17.2 This RFI is solely for information gathering and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the NEF and the Responder.



**SECTION: 2**

**TERMS OF REFERENCE /**

**SCOPE OF SERVICE**

**TERMS OF REFERENCE:** The bidders are to provide responses based on the following technical specifications for **Leasing, Leasing to Buy and or Buying.**

Criteria	Definition	Description
Area	Parktown (JHB) to Centurion (Highveld) including but not limited to Illovo, Melrose, Rosebank, Sandton, Midrand.	<p>The building to be considered in the specified areas must comply with the following:</p> <ol style="list-style-type: none"> <li>1. Must be within an office node (industrial areas are specifically excluded).</li> <li>2. Within walking distance to public transport including taxi routes, Bus Routes and Gautrain Bus stops.</li> <li>3. Within walking distance to retail centres that provides convenient goods and services.</li> </ol>
Usable Area	3 500 m <sup>2</sup> - 4 100m <sup>2</sup> including common areas	Lettable area to be leased dependent on available premises.
Lease Period	<p><b>Option 1 (Lease):</b> Three (03) year lease period with option to extend for a further two (02) years</p> <p><b>Option 2 (Lease to buy):</b> Three (03) year lease period</p>	Bidders to submit lease proposals for a three (03) year lease period with option to extend for a further two (02) years, to include rental rates, tenant installation allowance, Rates and Taxes, Water and Electrical consumption, and all other attributes.
Building	<ol style="list-style-type: none"> <li>1. The building can be an existing building or new development. A standalone building is preferred.</li> </ol>	In the case of a new development, the building must be scheduled to be ready for beneficial occupation

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Criteria	Definition	Description
	<ol style="list-style-type: none"> <li>2. The building facilities must cater for physically challenged visitors and employees.</li> <li>3. Exterior tenant signage must be allowable.</li> </ol>	date, being 01 September 2024.
Municipal and Levies	All monthly rates, taxes and levies to be provided	Rates and Taxes, Water and Electrical consumption, Refuse and sanitary services.
Beneficial occupation	<ol style="list-style-type: none"> <li>1. Three (3) months (Lease and Lease to Buy options)</li> <li>2. Buying option – optional occupation rent to be provided</li> </ol>	The landlord must grant the tenant a beneficial occupation period starting from 1 September 2024.
Parking	150 to 200 parking bays including visitors parking	Secure on-site parking of which some will cater for physically disabled people, must be available in accordance with municipal by-laws. Confirmation of which should be included in the proposal.
Tenant installation allowance	The landlord to provide tenant installation allowance and demonstrated capacity to undertake the tenant installation on behalf of the tenant.	The tenant installation allowance provided shall be in line with market rates.
Office Refurbishment	The seller to provide estimated costs to render the office fit for purpose	All repairs and maintenance required to internal and external fixtures, such as walls, carpets, painting etc.
Building services	The office accommodation must be fully air-conditioned and ventilated, have existing fire detection and prevention services, lifts, own electric distribution board(s), Occupational Health and Safety (OHS), emergency evacuation process compliance and double tier cable trays in ceiling voids or make allowance for these.	Building services must be designed, installed and maintained in accordance with the relevant National Building Regulations.

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Criteria	Definition	Description
	Building must cater for people with Special Needs (disabilities access)	
Technology and Communication	Provide information on building specifications such as: <ol style="list-style-type: none"> <li>1. Uninterrupted power supply (UPS) and back-up generator power supply / solar and inverters</li> <li>2. Cabling and network infrastructure</li> <li>3. Building access to fiber connectivity</li> <li>4. CCTV and Access control system</li> </ol>	
Amenities, Finishes and Quality	Provide information on building specifications such as:  High material spec, functional design base finishes; elevators; high spec stairwells; lobby and reception of quality finishes/appearance and services; general floor plate permitting design flexibility; good balance between light and environmental control; Central Environmental Control premised on typical building management system with quality split system incorporated; presentable and functional landscaping and greening or presentable	The landlord to submit building floor plans as part of the bid.

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Criteria	Definition	Description
	building exteriors; limited on site amenities but close at hand and/in safe walking/driving proximity; kitchen/catering facilities available individually or on shared basis.	
Public Environment	Safe, presentable and clean street/ foyer interface; surrounding public environment comprising good infrastructure; Improvement District / private services involvement or plans; good exposure and visibility; vehicular access and good access to public transport.	
Salient Lease Agreement Terms and Conditions	<p>The landlord will be responsible for all building maintenance, service and repairs in respect of premises, i.e. electrical, plumbing, air-conditioning, lifts, fire equipment, general maintenance including repairs to doors, door handles, light fixtures, light bulbs; ceiling boards, light switches, plug-points, etc. which forms part of the building.</p> <p>Building insurance is the responsibility of the owner/landlord for Leasing and Lease to Buy options.</p>	

**TERMS OF REFERENCE:** The bidders are to provide responses based on the following technical specifications to buy a **Distressed Office Accommodation** and fix up to customize to the NEF's needs.

Definition	Description	
Area	Parktown (JHB) to Centurion (Highveld) including but not limited to Illovo, Melrose, Rosebank, Sandton, Midrand.	<p>The building to be considered in the specified areas must comply with the following:</p> <ol style="list-style-type: none"> <li>1. Must be within an office node (industrial areas are specifically excluded).</li> <li>2. Within walking distance to public transport including taxi routes, Bus Routes and Gautrain Bus stops.</li> <li>3. Within walking distance to retail centres that provides convenient goods and services.</li> </ol>
Usable Area	3 500 m <sup>2</sup> - 4 100m <sup>2</sup> including common areas	Lettable area to be leased dependent on available premises.
Public Environment	Safe, presentable and clean street/ foyer interface; surrounding public environment comprising good infrastructure; Improvement District / private services involvement or plans; good exposure and visibility; vehicular access and good access to public transport.	

**REQUEST FOR INFORMATION: PROVISION OF OFFICE ACCOMMODATION: LEASING,  
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Name of your Company (in block letters)	
Signature(s) of the Bidders	
Name of person signing (in block letters)	
Capacity	
Are you duly authorized to sign this tender?	
Company Registration Number	
VAT Registration Number	
Postal address (in block letters)	
Physical address (in block letters)	
<i>Domicillium citandi et executandi</i> in RSA	(full) street address) (in block letters)
Contact Person	
Telephone Number	
Fax Number	
Cell Number	
E-mail	

I, THE UNDERSIGNED NAME.....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder