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|---|--|---------------------|--------------|-----|---|
|  | <b>INVESTMENT RECOVERY<br/>OFFER TO PURCHASE</b> | Template Identifier | 240-75978567 | Rev | 2 |
|   |  | Effective Date      | 01 June 2021 |     |   |
|   |  | Review Date         | June 2024    |     |   |

## INVITATION TO TENDER FOR THE FOLLOWING PROPERTIES:

### **VARIOUS RESIDENTIAL PROPERTIES IN KRIEL MPUMALANGA (GARDENIA, CAMPHORBUSH, KORAAN AND STARLING)**

**TENDER ENQUIRY NUMBER:** MWP1644DIS  
**CLOSING DATE:** 10 October 2022

Date:  
13 September 2022

Ref:  
**MWP1644DIS**

Enquiry:  
Taki Kharivhe  
☎ 011-800 6915

## INVESTMENT RECOVERY SECTION

### INVITATION TO TENDER FOR VARIOUS RESIDENTIAL PROPERTIES IN KRIEL MPUMALANGA

You are kindly invited to submit your offer to purchase for **various residential properties in Kriel Mpumalanga** Generation Real Estate as detailed in the Scope of Work, Appendixes and attached Offer to Purchase.

#### 1. DESCRIPTION

**Location:** The various properties are situated at Kriel, Kriel is a town in Nkangala District Municipality in the Mpumalanga province of South Africa, with Kriel Power Station located just outside the town of Kriel.

**Municipality:** Emalahleni Local Municipality

**Property Description:** Conditions of the properties vary.

**Lease / Occupational Rent:** There is currently no lease on either of these properties. The Purchaser shall be entitled to occupation of the property any date after the Deed of Sale has been signed and the purchase price has been secured. The Purchaser shall give the Seller notice of its intention to take occupation.

#### 2. ENVIRONMENTAL REQUIREMENTS

Any environmental requirements indicated in the environmental due-diligence report, but not limited thereto, needs to be addressed by the purchaser for his account. Report available on request.

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### 3. INSPECTION AND VIEWING

Should you be interested in viewing the site or need more information you can contact **Adelle Fourie** at **074 882 1799, 013 693 2887** or e-mail: [fourieac@eskom.co.za](mailto:fourieac@eskom.co.za).

### 4. SUBMISSION OF THE “OFFER TO PURCHASE”

**The following documentation forms a complete tender to be submitted together with your tender document:**

Your offer, as submitted by you on the “Offer to Purchase” document shall be placed in a sealed envelope and marked, **Offer to Purchase Confidential Enquiry No. MWP1644DIS** and submitted as follows:

- By posting in Eskom’s Tender Box situated at the Eskom Megawatt Park’s North side, Maxwell Drive, Sunninghill. Located at the retail area, next to Nick’s shop.
- Mail to: **tenderoffice@eskom.co.za**  
Please note: **Tenders may be mailed to this address only, no other e-mails will be accepted.**
- Please **retain proof of date and time mail was sent.**
- Closing date: **10:00am, 10 October 2022**

**ALL OFFERS TO PURCHASE ARE TREATED AS CONFIDENTIAL!**



**NO LATE OFFERS WILL BE ACCEPTED!**

### 5. PRICING AND TENDERING

- Please quote the tender enquiry number on all correspondence.
- The offered price must be tendered in Rand and will be the full offered price for the purchase of the property on sale, and must exclude costs. Only a price as such will be accepted for evaluation.
- The successful buyer must provide their own finance and will be responsible and liable for transfer duties, registration fee and all costs related to the transfer of ownership from the seller to the buyer.
- Should the property be sold in such a way that will require or need the use of Value Added Tax, the tenderer must clearly indicate this position and provide their VAT number and details on their tender document. The tender document must show Value Added Tax separate from the price that is offered for the property on sale.

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- Please take note of the STANDARD CONDITIONS OF TENDER, (March 2013) noted in this letter and any amendments that accompany the **TENDER ENQUIRY MWP1544DIS**. The tenderer should understand that his / her signed Offer to Purchase serves as his legal agreement to the Standard conditions of tender.
- Please take note of the SOE NON-CORE PROPERTY DISPOSAL POLICY AND B-BBEE GUIDELINES JUNE 2008 RESIDENTIAL POINTERS.

| STANDARD CONDITIONS OF TENDER   | SOE NON-CORE PROPERTY DISPOSAL POLICY  |
|---|--|
| <br>Standard Conditions of Tender March 2013 | <br>SOE Non-Core Property Disposal Poli |

## 6. SCOPE OF WORK

- Tender is subject to proof of funds from the bank that would be payable **within 21 days upon signing of the deed of sale** with Eskom. **Deed of sale agreement should be signed within 14 days** after the successful Tenderer has been notified.
- Occupation of the property shall be given to the purchaser upon registration of the property in the purchaser's name.
- The conveyancer responsible for the transfer of the property will be selected from Eskom's Panel of Attorneys.
- All servitude deeds in favour of Eskom will be registered prior or simultaneous with the transfer of the property.
- The Conveyancer shall ensure registration of the transfer immediately after all the relevant conditions as set out in this agreement have been fulfilled. Transfer and bond costs must be paid by the purchaser to an interest bearing account in accordance with Section 78 (2A) of the Attorneys Act (Act No 53 of 1979) established and administered by the Conveyancers on request, immediately by the purchaser to the transferring attorneys. The Purchaser and seller must immediately on request, provide information and sign all documents in order to ensure registration of the bond and property.
- Should registration of the transfer be delayed for more than 30 days, Eskom would have the right to withdraw and offer to the next acceptable bidder.
- On the date of registration of transfer, all risks of damage in connection with the property and ownership shall be transferred to the purchaser, together with all the benefits and responsibilities for payment of any rates, property taxes and/or expenses in connection with the Property. The Purchaser shall also be responsible to insure the property against any contingency.
- The property is sold VOETSTOOTS, subject to all conditions of title and servitudes contained in the current and/or previous Title Deeds of the property, which are available for public inspection at the relevant deeds office, as well as any new conditions of title and servitudes for Eskom infrastructure that may exist regarding the current condition and size of the Property.
- All parties will declare that they have acquainted with the VOETSTOOTS clause and the

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legal effect thereof. The Property is sold in its current condition, excluding any normal wear and tear from the date of signature of this agreement to the date of registration.

## 7. RISK AND OWNERSHIP

Full risk and ownership of the property on sale passes to the successful buyer immediately at the time Eskom confirms the sale with the buyer, who will become fully responsible and liable for the property.

## 8. GUARANTEE / WARRANTY

Eskom Holdings SOC Limited gives no guarantee or warranty to the workability or condition of this property other than allow each tenderer to familiar themselves at the site prior to tendering in terms of the Consumer Protection Act.

## 9. OFFERS

Offers received for this tender will be deemed valid for a period of 12 months from tender closing date.

**Eskom reserves the right not to accept the lowest or any tender / offer or withdraw the land it wishes to retain.**

**Only the successful tenderer will be notified.**

## 10. VALUE ADDED TAX (VAT)

Value Added Tax Act no 89 of 1991 will apply.

**DECLARATION (BY TENDERERS) OF GOOD STANDING REGARDING TAX**

### **IT IS A CONDITION OF TENDERERS THAT:**

- 10.1 It is an absolute requirement that the taxes of the successful tenderer must be in order, or that suitable arrangement is made with the Receiver of Revenue to satisfy them.
- 10.2 The tenderer must include with his tender documents a copy of a Tax Clearance Certificate (in respect of Tenders)
- 10.3 If the certificate is not included or found to be incorrect, Eskom may, in addition to any other remedy it may have:
- 10.4 Recover from the buyer all costs, losses or damage incurred or sustained by Eskom as a result of the award of the disposal agreement: and/or
- 10.5 Cancel the disposal agreement and claim any damages, which Eskom may suffer by having to make less favourable arrangements after such cancellation.
- 10.6 Each party to Consortium / purchaser must complete a separate declaration.

The onus will be on the Tenderer / Purchaser to obtain "Tax Clearance Certificate (in respect of tenders)", from the office of the South African Revenue Services (SARS) and submit the same with their tenders.

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## 11. VARIATION

No variation or modification of the proposed agreement shall be in force, unless the same is confirmed in writing

## 12. EVALUATION CRITERIA (applicable to open tenders as the selected disposal mechanism)

The following criteria and their individual weight in percentage will be used for the evaluation of price.

| Price evaluation criteria (100%) | Weights |
|----------------------------------|---------|
| Price Schedule                   | 80%     |
| B-BBEE                           | 20%     |

### NOTE:

Eskom's commercial process will be followed, and this process is dependent on the decisions made by the different Eskom Adjudicating authorities.

Yours Faithfully

**Taki Kharivhe**

Investment Recovery Section  
Group Commercial

This has been sent electronically and must be considered as signed.

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TENDER ENQUIRY NO.: **MWP1644DIS**

**CLOSING DATE: 10:00, 10 October 2022**

CONTACT PERSON: Taki Kharivhe

Tel No.: 011 800 6915

Commercially required Returnable Documentation:

Your tender must be submitted strictly in accordance with the requirements stipulated in the following sections, forms and / or documents on the basis that tenders out of time or incomplete tenders will not qualify for consideration and the under mentioned documents and required declarations are to accompany the "Offer to Purchase" to qualify for evaluation purposes.

**PLEASE NOTE: PRICES LOWER THAN THE RESERVE PRICE WILL NOT BE ACCEPTED BY ESKOM**

| Property Description                                      | Quantity | Eskom's Reserved Price (Excl. VAT) | Offered Price (Excluding VAT) |
|---|----------|------------------------------------|-------------------------------|
| Erf 1562 - 0013 Camphorbush Ext.5 Kriel with extent 928m2 | 1        | R770 000.00                        |                               |
| Erf 2070 - 0023 Gardenia Ext. 8 Kriel with extent 986m2   | 1        | R210 000.00                        |                               |
| Erf 1855 - 0022 Koraan Ext.7 Kriel with extent 928m2      | 1        | R260 000.00                        |                               |
| Erf 1836 - 0008 Starling Ext.7 Kriel with extent 928m2    | 1        | R330 000.00                        |                               |

**OFFER SUBMITTED BY:**

**NAME (Print):** ..... **SIGNATURE:** .....

**Identity number:** ..... **DATE:** .....

**TEL:** ..... **CELL:** .....

**E-Mail address:** .....

**MARITAL STATUS: PLEASE CIRCLE/TICK ONE OF THE BELOW**

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Single / Divorced / Married in Community of Property / Married out of Community of Property

### Spouse Details

NAME (Print): ..... SIGNATURE: .....

Identity number: ..... DATE: .....

Pre-approved Bond: Yes / No

Bank Guarantee: Yes/ No

Who are legally authorized to provide this tender on behalf of?

BUSINESS NAME: .....

BUSINESS REG. No..... VAT NUMBER: .....

ADDRESS: .....

.....

..... POSTAL CODE:.....

Please state the name of the person or company in whose name the transfer should be and please note that no changes can be accepted on a later stage.

.....

I understand that this 'Offer to Purchase' is subject to a new valuation and Committee approval and is not a binding Contract between myself and Eskom

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SPOUSE

DATE: .....

DATE: .....

ENCLOSE COPIES OF BOTH I.D. DOCUMENTS & PRE-APPROVED BOND LETTER OR LETTER FROM THE BANK STATING QUALIFYING AMOUNT.