

	Enquiry	Unique Identifier	240-75978567
		Revision	Rev. 0
		Revision Date	Feb-2016
		Investment Recovery Section	

THE INVITED TENDERER

Date: 25/11/2021

Enquiries: Maxi Wesi
Tel: 051 404 2310
Cell: 082 664 7755

ESKOM GROUP COMMERCIAL INVESTMENT RECOVERY

INVITATION TO TENDER TO PURCHASE AND COLLECT SCRAP RETIC TRANSFORMERS AND MINI-SUBS FOR 6 MONTHS AT THE FREE STATE OPERATING UNIT.

TENDER ENQUIRY No: MWFS21-IR16

TENDER CLOSING TIME AND DATE: 10H00 ON 15 DECEMBER 2021

You are invited to submit documents for an open tender for the removal of scrap KVA transformers and Mini Subs as and when available at the Free State OU (hereafter also referred to as goods), as detailed per Paragraph 14 further to this document and the **TENDER DOCUMENT** (last page of this document which is the only format to be used and page to be returned as your tender document).

1. INSPECTION

The Transformers and Mini-Subs was scrapped as result of damage and on offer and will be sold as is. Inspection is necessary. Disputes regard the condition of the Transformer after tender closing will not be allowed.

A site meeting to allow for the viewing of the transformers is arranged as follows:

Attendance: Non-Compulsary (Please wear your own safety wear)
Date: Make necessary appointment to view the transformers
Time:
Venue: Any CNC in the Free State
Contact: Will give details of the CNC visited

With reference to Point 3.3 (further to this document), tenderers are advised to, before submitting their tenders, assure the correctness of their tenders, their full intention to buy at their offered price/s and their acceptance of the conditions of the tender.

M WESI
ASSET DISPOSAL OFFICER

Eskom Holdings SOC Limited
Group Commercial Investment Recovery
Free State Operating Unit | Eskom Centre | 120 Henry Street
Bloemfontein (SA) | 9323
Tel (051) 404 2310, www.eskom.co.za
Directors:

Eskom Holdings SOC Limited Reg No 2002/015527/30



2. SUBMISSION OF THE “TENDER DOCUMENT”

Your tender must be submitted in the format of the “TENDER DOCUMENT” (last page of this document) which is also the only page that needs to be completed and returned as your tender document together with the tender returnable as described further to this document.

Tenders must be submitted as follows -

CONFIDENTIAL: TENDER

ENQUIRY REF: MWFS21/IR16

TENDER CLOSING TIME AND DATE: 10H00 ON 15 DECEMBER 2021

EITHER TO E-MAIL: TswelopeleTender@eskom.co.za

It can be advised to allow sufficient time when submitting your tender other than deposited in the Tender Box to allow for delay that can be experienced with electronic transfer of documentation and to avoid delay that are caused by overload due to high volume of transfers normally experienced close to tender closing time. **LATE TENDERS WILL NOT BE ACCEPTED.**

- **ALL OFFERS TO PURCHASE ARE TREATED AS CONFIDENTIAL.**

3. STANDARD CONDITIONS OF TENDER

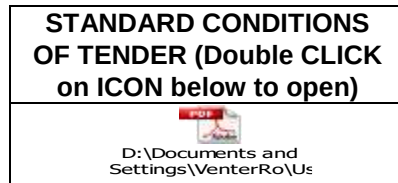
- 3.1 The tender enquiry number must be quoted on all correspondence related to this invitation.
- 3.2 Tenderers must take note of the STANDARD CONDITIONS OF TENDER, April 2008 (Inserted below) and any amendments that accompany the TENDER ENQUIRY. The tenderer should understand that their TENDER DOCUMENT serves as their legal agreement to and acceptance of the Standard conditions of tender.
- 3.3 A tender is a legal offer at closing time and date and after closing cannot be withdrawn without the permission of the seller. For this purpose, the tenderer must provide to the seller a written, proper and legal reason for claiming the withdrawal of their tender. The seller will have the sole right and discretion to accept or reject the provided reason.

Should the seller decide to allow the withdrawal of a tender or a Sales Contract to be cancelled, the relevant tenderer or purchaser will be liable to pay an administration fee to the value of R 3,000.00 (Excluding VAT), payable the same day they were notified of the decision. Should the tenderer act in breach of this condition, such act of the tenderer will indicate their full intention and will to continue with their tender or contract and their will to decline their opportunity to have their tender withdrawn or contract cancelled and by so, submits the permission for the seller to continue with the evaluation of their tender or to extend or cancel a Sales Contract. The seller will continue to evaluate the tender or to force the conditions of the Sales Contract. Legal support will be used.

Dispute: The tribunal will be a Venue or Court in Bloemfontein having jurisdiction in Bloemfontein or a tribunal selected by the seller who have sole discretion for this purpose.

3.4 Tenderers must abide by Eskom's Safety & Security requirements at all sites. Eskom is not liable for any injuries and/or losses incurred by tenderers or their agents during the removal process.

3.5 Collection will only take place after full payment has been received.



4. RISK

Full Risk of the goods passes to the successful purchaser immediately at the time Eskom confirms the sale with such purchaser from which time the purchaser became fully responsible and liable for the goods and fully takes over all risks, damages, losses, claims and costs that might occur from result of the goods, the Purchaser, their Employees or Agents until the transaction becomes finalized.

Cession and Delegation of Rights and Liabilities:

Neither party hereto may cede and delegate any of its rights and obligations (including liabilities) under this Agreement to any person without the written consent of the other.

Notwithstanding the above, the *Purchaser* may on written notice to the other party cede and delegate its rights and obligations under this agreement to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply and Distribution Industry.

The *Purchaser* is liable to the *Seller* for loss of or damage to the *Seller's* property or any other property for all individual events to the value of the replacement cost and the cost to make good all damage which also includes costs that arises from claims against Eskom, legal costs, costs related to legal actions and other costs that relates to the event.

Oil will be handled and cutting is allowed. Proper equipment, safety and fire protection measures must be used and applied.

The *Purchaser* is liable and must provide their own insurance to cover their full risk.

5. OWNERSHIP

Ownership of the goods passes to the purchaser upon receipt of payment of the full purchase price including VAT.

6. COLLECTION

Removal of the transformer and mini-sub must be completed within 1 (One) week that can be extended but not shortened by Eskom as from the date of the Eskom Sales contract or alternative start date as arranged by or with Eskom.

The *Purchaser* can only collect the goods when in possession of a valid Eskom Sales Contract and after Eskom have received legal payment of the full purchase price including VAT. Collection and removal of the goods must be in line with the Eskom activity for the removal of the Transformer that must be arranged between the purchaser and Eskom.

7. GUARANTEE / WARRANTY

Eskom Holdings SOC Limited, their representatives, employees or contractors does not provide guarantees or warranties to the workability or condition of the goods on sale or any application of or for the goods by the Purchaser. The goods are sold as is.

8. OFFERS

Offers received will be deemed valid for a period of 1 month (30 days) from tender closing date and these are pre-qualification documents that will be checked in order to allow access to E-Auction for final bidding.

Eskom reserves the right not to accept the highest or any tender/offer received and/or to withdraw the enquiry if to their benefit.

Should the goods be sold, only the successful tenderer will be notified. Interested Purchasers who submitted their tender are welcome to contact the Asset Disposal Office to obtain the final sales details from the relevant Asset Disposal Officer.

9. VALUE ADDED TAX (VAT)

Eskom is a registered vendor in terms of the Value Added Tax Act no 89 Of 1991 and VAT will be charged according to relevant legislation. VAT invoices will be issued on request.

10. PAYMENT

Payment of the full purchase price including VAT in South Africa Rand into a South Africa bank account is required before the goods can be removed. The procedure for payment will be covered in the Sales Contract the relevant Investment Recovery Officer will issue to the successful purchaser.

Full payment is required within 2 (Two) working days as from the date the sale was notified to the Purchaser.

11. VARIATION

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

12. CRITERIA USED FOR EVALUATION OF OFFERS

The evaluation criteria and corresponding weightings that will be sent out with the enquiry are as follows:

Evaluation Criteria	Weighting
All documents required that should be in order	100 %

13. HEALTH AND SAFETY

The purchaser, when carrying out their obligation in terms of the sale, in terms of Section 37(2) of the Occupational Health & Safety Act No. 85 of 1993, the Purchaser ensures they complies with the Act when carry out Works or using Plant, Materials or Equipment. The Purchaser indemnifies the Seller against loss and damage to property, death of, or injury to, a person and claims, proceedings, compensation and costs arising from the Purchaser's transgression of the Act, except to the extent that the Seller caused the transgression.

In compliance with Act no. 85 of 1993, the purchaser takes full responsibility to take specified steps sufficient to ensure, as far as is reasonably practicable, that the goods or substance will properly be handled, stored and used and will at all times under all conditions comply with all prescribed requirements and will be safe and without risks to health and environment and the purchaser completely relieves the seller from all responsibilities and duties in this regard.

The total value is for the purchase, safe handling, transportation and removal of the goods. The price includes for the Purchaser to carry all risk and costs for their activities, employees/agents and equipment when on Eskom premises and to remain fully liable for the cleaning of oil spills and repair of damages that occurs from their fault.

Should the purchaser fails to comply with Health, Environmental and Safety conditions, requirements and Legislation, the seller will have the right to order the work to stop which will not allow extension of the contract period.

For purpose of collection, the following:

OHSA applies and the following are mandatory in order to work on Eskom property

- Compliance to Procedure 32-136
- Letter of Good standing (COID)
- Baseline Risk Assessment (Will be completed on site before collection)
- Authorisation as per ORHVS – Eskom will assist
- Agreement as per Section 37.2
- Proof of competency (Plant, Equipment and operators)
- Appointment letters
- PPE
- Eskom Cardinal Rules
- Compliance with Paragraph 4 (RISK) per this document
- Oil manifest to be submitted (Oil Management Method Statement)



Safety Induction will be required (An updated Safety File with all required documentation must be available when collecting materials from Eskom sites). Please refer to the following documentation in this regard - Available on the Eskom Tender Bulletin, web site <http://mp2vmsa037.eskom.co.za/tenderbulletin/>:

- TRS-FM-0195 Grid Baseline Risk Assessment
- 240-62196227 Life Saving Rules
- 32-136 Standard Contractor Health and Safety Requirements

14. DETAILS AND SCOPE OF WORK

- The offered price includes for the Purchaser to fully comply with the OHSA and relevant Safety Health and Environmental legislation, standards and requirements
- The transformers are offered for sale and will be sold as is without Guarantees or Warranties

15. TENDER RETURNABLE

You are required to return the following documentation together with your TENDER DOCUMENT

- TAX CLEARANCE CERTIFICATE
- BUSINESS REGISTRATION CERTIFICATE
- SECOND HAND GOODS ACT CERTIFICATE
- COID
- CSD REGISTRATION REPORT
- RETURNABLES SPECIFIED AS PER PARAGRAPH 16 (SPECIAL REQUIREMENTS) SUBJECT TO SUCCESSFUL TENDERER.

16. GENERAL

1.	COMPULSORY DOCUMENTATION REQUIREMENTS	S/P	ESK
1.1	Signed scope of work	X	
1.2	Production & Quality Plan (PQP)	X	
1.3	Grid authorisation in terms of ORHVS		X
1.4	Security clearance (all staff)	X	
1.5	Health and safety plan (compliance with the OHS Act No. 83 Of 1993)	X	
1.6	Environmental Management Plan (site and job specific)		
1.7	Application drawings (to be provided by Secondary Plant if required)		

2.	SITE / EQUIPMENT REQUIREMENTS	S/P	ESK
2.1	Personal Protective Equipment (PPE)	X	
2.2	Tools, equipment, material and consumables	X	
2.3	Suitable Mobile crane with valid crane load-test and operator certification	X	
2.4	High pressure washer capable of pumping its own water	X	
2.5	Running water		X
2.6	Electricity 220V (1Ph.)		X
2.7	Ladders and scaffolding	X	
2.8	Sufficient transport for from site	X	
2.9	Sufficient transport for parts from site	X	
2.10	Certified rigging equipment	X	
2.11	Oil tankers/containers for removal of oil	X	
2.12	Jacking and rigging equipment	X	
2.13			
2.14			
2.15			

3.	SITE ACTIVITIES	S/P	ESK	H/P
3.1	Attend site induction training	X	X	
3.2	Take work permit, conduct risk analysis and complete workers register	X	X	
3.3	Secure / remove overhead bushing heads	X		
3.4	Drain oil from transformers into containers of the purchaser and remove from site. Provide Eskom with a disposal certificate if applicable	X		
3.5				
3.6				
3.7				
3.8				
3.9				
3.10				
3.11				
3.12				
3.13a				
3.13				
3.14				
3.15	Remove radiators and pipework – no blanking plates required	X		
3.16	Remove and Load Transformer and spares onto transport	X		
3.17	Clean work area from all traces of damp course, oil and wash with soap and high pressure water	X		
3.18				
3.19	Load all tools and equipment	X		
3.20		X		
3.21	Complete handing over certificate	X	X	
3.22	Complete transformer / work report	X	X	

4.	SITE ACTIVITIES – NEW (Not Applicable)	S/P	ESK	H/P
----	--	-----	-----	-----

5.	IMPORTANT REQUIREMENTS	S/P	ESK
----	------------------------	-----	-----

5.1	A pre-work site meeting shall be held before any work starts	X	X
5.2	The complete transformer as sold must be removed from site	X	
5.3	Special care must be taken not to spill oil and, if by accident to clean the oil from the site	X	
5.4			
5.5	Site toilet facilities (available)	X	
5.6	Site shall be maintained in a clean condition for the duration of the project	X	
5.7	All waste generated during the projects shall be removed from site and disposed of at a suitable registered disposal site. When applicable, the Purchaser must provide Eskom with disposal certificate.	X	

		LABOUR REQUIRED	
Normal labour		X	
Full transformer team		X	
Transport team		X	
Cabling team			
Qualified rigger (To protect the interest of the purchaser)		X	

CONFIDENTIAL

TENDER DOCUMENT

ESKOM GROUP COMMERCIAL INVESTMENT RECOVERY

INVITATION TO TENDER TO PURCHASE AND COLLECT A SCRAP RETIC TRANSFORMERS AND MINI-SUBS FOR 6 MONTHS AT THE FREE STATE OPERATING UNIT.

TENDER ENQUIRY No: MWFS21-IR16

TENDER CLOSING TIME AND DATE: 10H00 ON 15 DECEMBER 2021

TO: ESKOM HOLDINGS SOC LIMITED, FREE STATE OPERATING UNIT TENDER OFFICE

TENDER SUBMISSION: Tenders must be submitted strictly in accordance with the requirements per Paragraphs 2 of the Invitation to Tender Letter

Item	Description			
1	Offer to purchase and remove KVA transformers for 6 months at the Free State Operating Unit.			

NOTE 1: The transformers are offered for sale by method of competitive E-Auction. The highest priced offer will be considered for purpose of the sale.

The transformer is damaged and stripped apart. Inspection is required. Disputes regard the condition of the transformer after tender closing will not be allowed. These tender proofs the tenderer is fully aware of the condition of the transformers and the price they have provided on the tender proofs their full intention and will to purchase the transformer and auxiliary as is for the price as offered.

Please provide full and proper details according to the requirements below. Incomplete or unclear Tender Documentation can be rejected.

OFFER SUBMITTED BY - NAME (Print): **SIGNATURE:**

Identity number: **DATE:**

TEL: **CELL:** **FAX:**

E- mail address:

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

BUSINESS NAME:

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

ADDRESS:

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