

Notification 2 (26.02.2025)

TENDER MPKRI11468GX: THE PROCUREMENT AND INSTALLATION OF 3 X LP HEATERS 4 ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS AT KRIEL POWER STATION.

Revised Documents

- 1. Revision 1 of the NEC Engineering Construction Contract has been published.

Below are the changes made:

Page 3-Contract Data

4	Testing and Defects		
42.2	The defects date is	52 weeks after commissioning for each unit.	

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X5	Sectional Completion		
X5.1	The completion date for each section of the works is:		
	Section	Description	Completion date
	1	Design submission within 2 months	30 April 2025
	2	Procurement and delivery of LP Heaters	31 March 2026
	3	1 st Installation	GO U3 in Sep 2025
	4	2 nd Installation	GO U1 in Mar 2026
	5	3 rd Installation	GO U6 in Apr 2027
X5 & X7	Sectional Completion and delay damages used together.		
X7.1	Delay damages for late Completion of the sections of the works are:		
X5.1	section	Description	Amount per day
	1	Design submission within 2 months	2.5%
	2	Procurement and delivery of LP Heaters	2.5%

		3	1 st Installation	2.5%
		4	2 nd Installation	2.5%
		5	3 rd Installation	2.5%
	Remainder of the <i>works</i>			
	The total delay damages payable by the <i>Contractor</i> does not exceed: 15% of the contract value			
X15		Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is		90%	
	The <i>retention percentage</i> is		10% per invoice	

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X18 Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to:

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to:

X18.3 The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to

R0.0 (zero Rand)

the amount of the deductibles relevant to the event does not *exceed the contract value*

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Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for Kriel (*it was previously blank*)

Page 8: Scope of Work

3. Procurement

3.1. People

3.1.1. Minimum requirements of people employed on the Site

Refer to works information requirements.

3.1.2. BBEE and preferencing scheme

A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

3.1.3. Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The Contractor complies with and fulfils the Contractor's obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the Contractor's SDL&I Compliance Schedule.

3.2. Subcontracting

3.2.1. Preferred subcontractors

Refer to SDL&I Requirements

3.2.2. Subcontract documentation, and assessment of subcontract tenders

Refer to SDL&I Requirements

3.2.3. Limitations on subcontracting

Refer to SDL&I Requirements

3.2.4. Attendance on subcontractors

Refer to SDL&I Requirements

Please use the revised documents **NOT** the old one.

A reminder that the communication platform is the Eskom e-tender portal and that of National Treasury and is the responsibility of the tenderer to visit regularly for possible updates. Any revised documents after site meeting, clarification information and minutes will be uploaded as such, Information as per the latest communication will apply.