

**MWP1375GX - CLARIFICATION QUESTIONS AND ANSWERS**

Item	Reference to document	Topic	Clarification Question	ESKOM response
1	SDL and I	Local content	<p>We require further clarity on the following :-</p> <p>" Class 3</p> <p>Tenderers need to complete and submit Annexure F1-F4 hereto as evidence of compliance with this requirement, documents will be mandatory before contract award.</p> <p>In Class 3A and 3B, should the tenderer be recommended for contract, the contract will be awarded subject to the tenderer obtaining the exemption from DTIC."</p> <p>Question 1 : What if the DTIC do not grant the exemption at contract award ?</p> <p>Question 2 : Please be so kind and explain 80 % conditional exemption.</p>	<p>Question 1 : What if the DTIC do not grant the exemption at contract award ?</p> <p>Answer: <b>If the exemption is not granted by DTIC, it means the tenderer will be disqualified and it will be re-issued in the absence of a successful tenderer for that specific transformer.</b></p> <p>Question 2 : Please be so kind and explain 80 % conditional exemption.</p> <p>Answer: <b>All the tenderers are exempted on the local content requirement on class 3 at the bidding stage. Therefore, no exemption is required to be submitted with the tender before the closing date. The exemption request will only be dealt with, for the shortlisted tenderers. The exemption requirement remains a condition prior to contract award.</b></p>
2	SDL and I	Local content	<p>Question 1: Since there is conditional approval on the exemption requested by Eskom, are the tenderers supposed to re-apply to DTIC for exemption?</p> <p>Question 2: Should Eskom require the suppliers to apply for their own exemption then the exemption received by Eskom should be shared with the tenderers so that it can be used as reference?</p>	<p><b>Answer 1:</b> All the tenderers are exempted on the local content requirement on class 3 at the bidding stage. Therefore, no exemption is required to be submitted with the tender before the closing date. The exemption request will only be dealt with, for the shortlisted tenderers. The exemption requirement remains a condition prior to contract award.</p> <p><b>Answer 2:</b> The exemption request will only be dealt with the shortlisted tenderers</p> <p><b>Unfortunately the conditional exemption letter cannot be shared with the Tenderers at this stage:</b></p> <p><b>Class 1:</b> Exemption was not granted since there is the capacity locally</p> <p><b>Class 3:</b> The conditional exemption to Eskom has stipulated conditions. The conditions applicable to tenders is as follows, "Eskom shall explicitly require in its contract engagement with OEM's that such OEM's must source high- value components (such as copper rod, Continuous Transposed Conductors, Cable; and insulation) from South African manufactures, where SA has proven and adequate capacity. Therefore, if there is any justification for importing the units, the exemption can be partial at the contract award stage".</p> <p><b>Class 4:</b> Exemption was fully granted, the tenderers can fully import.</p>
3	Commercial	Extension on the closing	Due to the scope of work of the tender, Eskom is requested to extend the submission of the tender.	Eskom has noted the request and the tenderers will be advised accordingly, however the closing to submit the tender remains unchanged.
5			<p>Kindly confirm which of the following incoterms will apply:</p> <ul style="list-style-type: none"> <li>- Incoterm DAP to designated Eskom Site, the Contractor will use Eskom's Deferment Account for the custom duties and import VAT.</li> <li>- Incoterm DDP to designated Eskom Site, the Contractor will be responsible for all costs for until delivery to Eskom Designated Site.</li> </ul>	<p>NEC ECC Contract specified that ,the applicable INCOTERM 2010 is DDP site. See ECC Contract contract on <b>page 05 of Employer's Work Information. (Response may be amended)</b></p>
6		NEC3 ECC3 Clause X7.1	<p>NEC3 ECC3 Draft Contract;</p> <p>Clause X7.1 Delay damages for completion of the whole of the Works are- Kindly confirm the maximum delay damage cap that will apply on each task order value?</p>	<p>As per the NEC ECC Contract document , delay damages is 0.5% of the task order value per week (To be concluded during negotiations). The maximum delay damages will be finalised at negotiations with the shortlisted supplier. <i>(Response may be amended)</i></p>
7		NEC3 ECC3 - Progress Payment	<p>Kindly update the activity schedule to reflect the below-mentioned payment milestones.</p> <p>See page 8 clause '2.25 Conditions of contract' of the Invitation To Tender</p> <div style="border: 1px solid black; padding: 5px;"> <p>2.25 Conditions of contract</p> <p>The conditions of contract will be the NEC:</p> <p>Contract resulting from this Invitation to tender will be concluded with two (2) suppliers, the award of the contract will be with the highest-ranking supplier as preferred and back up supplier per item.</p> <p>In the event that a preferred supplier is unable to meet Eskom's full requirements and/or quality requirements, Eskom shall implement the following solution:</p> <ul style="list-style-type: none"> <li>• Procure from an alternative supplier ranked as the second highest bidder (only applicable where there is more than one approved supplier per type transformer).</li> <li>• If it is not feasible to conclude with back up supplier, then only preferred supplier will be utilized.</li> </ul> <p><b>Progress payment will be as follows:</b></p> <ul style="list-style-type: none"> <li>• Design Cost (approximately 10%).</li> <li>• Payment of cost incurred when delivered to site (approximately 70%).</li> <li>• Handover (approximately 20%).</li> </ul> </div>	<p>Tenderer need to submit a complete Price Schedule and the Progress Payment as per the Invitation to Tender , progress payment may be finalised at the negotiations. <i>(Response may be amended)</i></p>
8		Submission deadline	We hereby request for an a further extension of time on the closing date until 18 April 2023 to enable us time to prepare the designs and a responsive bid	There is already an extension from 21 Feb 2023 to 03 April 2023, no further extension can be granted. Note that a tender was issued on 15 Dec 2023 and the extension to 03 April 2023 is reasonable.
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