

**DESIGN, SUPPLY, INSTALL AND COMMISSIONING OF DUVHA ELECTRIC COMPRESSORS, DRYERS AND PLC
E2741GXMPDUV**

No.	Document	§	Page	Requirement	Clarification Questions	Client Response
1.	invitation-to-tender-itt-electrical-compressors-31.pdf	/	1	Request Extension of closing date and time	<p>The Tenderer would like to request an extension of the tender closing date, from the 15th of May 2026 to the 5th of June 2026 to enable the submission of a fully compliant, high-quality bid aligned with the client's requirements.</p> <p>The request is motivated by the following:</p> <ul style="list-style-type: none"> • The tenderer must follow internal processes before submission (board approval, etc.) and requests additional time to enable this to take place as this process takes quite long to complete; • Additional time is required to conclude due diligence and commercial/contractual discussions with potential partners, suppliers and subcontractors; • Time is requested to evaluate the technical scope of work that has not been provided as part of the tender documents; • Given the multi-faceted nature of the bid, further time is required to fully understand the scope and the optimal allocation of responsibilities between the parties involved to ensure a robust and executable solution. <p>This extension is critical to ensure that the submission is complete, compliant, and commercially and technically sound, and ultimately</p>	Enquiry closing extended until 17 July 2026.

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					<p>in the client's best interest.</p> <p>We would appreciate a response at your earliest convenience so that our bid preparation programme can be aligned accordingly.</p>	
2.	ECC3 Contract for Installation of Compressor Dryers and PLC 20260331.pdf	3	29 (32)	Scope of Work	<p>The bidder cannot continue to cost this RFP without the technical documentation. We noted the scope of works is not in the Technical folder on the Eskom tender bulletin. Kindly provide:</p> <ul style="list-style-type: none"> • "APPENDIX B (Technical Specification)" as referred to in the ECC3 contract – PART 3: SCOPE OF WORK 	<p>As mentioned during the Clarification Meeting that documents will be uploaded under the folder named revised documents / folder (TenderBulletineskom as well as National Treasury e-Portal) and they were uploaded</p>
3.	ECC3 Contract for Installation of Compressor Dryers and PLC 20260331.pdf	/	/	Scope of Work	<p>The bidder requests any current Process Flow Diagrams, drawings (GA's) and site layout of existing compressed air system.</p>	<p>Provided</p>
4.	invitation-to-tender-itt-electrical-compressors-31.pdf	/	/	General	<p>Can a site visit be arranged - this will be advantageous in order to assess the site and space available for this new installation.</p> <ul style="list-style-type: none"> • Can this physical site meeting be arranged asap, kindly provide 2 possible dates to bidders. 	<p>Yes, site visit can be arranged</p> <p>A Site Visit was arranged as follows:</p> <p>Date: 13 May 2026</p> <p>Venue: Procurement Office</p> <p>Time: 13:30 p.m</p> <p>NB: SUPPLIERS TO CONFIRM ATTENDANCE</p>

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						TWO DAYS BEFORE THE SITE VISIT. THIS IS TO MAKE NECESSARY ARRANGMENTS AT THE MAIN SECURITY
5.	TENDER TECHNICAL EVALUATION STRATEGY FOR UPGRADE OF DUVHA ELECTRIC COMPRESSORS AND DRYERS.pdf	/	/	ECSA Certificates	<p>ECSA Certificates – certified:</p> <p>As of 7 August 2025, ECSA has updated their verification platform to prevent fraud. No physical certificates are issued and only the online verification provides validation of authenticity.</p> <p>The client is requested to confirm the validity of all provided ECSA certificates and the registration status on the ECSA website: https://findregisteredpersonprod.powerappsportals.com/Who-is-Registered/</p> <p>A certified certificate is not proof of an active registration status which is what is required for project execution.</p> <ul style="list-style-type: none"> • The bidder requests that the verified ECSA certificates with Privyseal QR code be provided only; and that certification by a commissioner of oaths is waived. • The Privyseal ECSA certificate is the only acceptable form to show the current status of the professional status. 	The client confirms acceptance of the updated ECSA verification process. Verified ECSA certificates containing the Privyseal QR code will be provided for all qualified personnel, reflecting active and current registration status. Certification by a commissioner of oaths is waived, and only online ECSA verification will be considered valid.
6.	Invitation to Tender (ITT) (Electrical Compressors)	/	/	/	<p>The heading of the ITT under the revised folder has the incorrect description.</p> <ul style="list-style-type: none"> • Please advise which ITT document is the correct one to use. 	Corrected

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	20260506.pdf					
7.	ECC3 Contract for Installation of Compressor Dryers and PLC	C2.2	30	<p>C2.2 is titled "Provision Bill of Quantities for the Electrical Dryer and PLC" and is structured as a Bill of Quantities with columns: Item No, Description, Unit, Qty, Rate, Amount.</p> <p>However, the Contract Data (Part 1) identifies this contract as NEC3 ECC Option A: Priced contract with activity schedule.</p> <p>Furthermore, Section C2.1 (Pricing Assumptions) explicitly describes the Activity Schedule pricing mechanism and provides a sample Activity Schedule format with columns: Item No, Programme Reference, Activity Description, Price.</p>	<p>The pricing document C2.2 is formatted as a Bill of Quantities (Option B format) but the contract is identified as NEC3 ECC Option A (priced contract with activity schedule). These are fundamentally different pricing mechanisms.</p> <p>Please clarify:</p> <ol style="list-style-type: none"> Does the Employer intend to change the contract to Option B (priced contract with bill of quantities)? Or will the Employer issue a revised C2.2 in the Activity Schedule format as described in C2.1 Pricing Assumptions (i.e., Item No, Programme Reference, Activity Description, Price)? <p>Tenderers require clarity on this matter as it affects the basis of pricing and the payment mechanism under the contract.</p>	<ul style="list-style-type: none"> The work is mainly design, supply, installation and commissioning, not measurement-based work. The quantities shown are only for pricing guidance, not for remeasurement. Payments will be based on completed work or milestones, not on quantities used. <p>Even though the schedule looks like a BOQ, it will be used as an Activity Schedule, therefore Option A is suitable</p>
8.	ECC3 Contract for Installation of Compressor Dryers and PLC	Z14	20	<p>Clause Z14 (Nuclear Liability) references the Koeberg Nuclear Power Station (KNPS) and imposes obligations related to nuclear hazard</p>	<p>Clause Z14 appears to have been carried over from a contract template applicable to the Koeberg Nuclear Power Station. As Duvha Power Station is a coal-fired facility, the nuclear liability provisions in Z14 do not appear to be applicable.</p> <p>Please confirm:</p>	<p>This contract is applicable to Duvha Power Station, which is a coal-fired facility and does not involve any nuclear-related activities.</p> <p>It is noted that this clause</p>

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				<p>indemnification.</p> <p>This contract is for Duvha Power Station, which is a coal-fired power station and not a nuclear facility.</p>	<p>a) Is Clause Z14 included in error and will it be removed from the contract?</p> <p>b) If the Employer intends to retain Z14, please provide an amended clause applicable to Duvha Power Station.</p>	<p>forms part of Eskom's standard contract conditions. While it is generally applicable across Eskom contracts, it does not apply to Generation projects of this nature and is therefore not relevant to this scope of work.</p>
9.	ECC3 Contract for Installation of Compressor Dryers and PLC	51.4	9	<p>Clause 51.4 (Interest rate) references the LIBOR rate (London Interbank Offered Rate) for amounts due in currencies other than Rands.</p> <p>LIBOR was permanently discontinued on 30 June 2023 and is no longer published.</p>	<p>The LIBOR rate referenced in Clause 51.4 has been permanently discontinued and is no longer available as a benchmark.</p> <p>Please confirm:</p> <p>a) Will the Employer issue an amended Clause 51.4 replacing the LIBOR reference with a current benchmark rate (e.g., SOFR, SONIA, or another applicable replacement rate)?</p> <p>b) Alternatively, as this contract is denominated in Rands and performed in South Africa, please confirm whether the LIBOR provision for foreign currency amounts is applicable and, if not, whether it will be deleted.</p>	<p>LIBOR is no longer applicable, the question is will the payment be in multiple currencies? if so, kindly use X3 for Multiple Currency. Eskom will pay into a CFC account of the supplier depending on the payment option chosen</p>
10.	ECC3 Contract for Installation of Compressor Dryers and PLC	Z12.2, Z12.3	18	<p>Clauses Z12.2 and Z12.3 use the term "Provide the Services" when referring to termination of the Contractor's obligations.</p> <p>"Provide the Services" is terminology from the NEC3 Professional Services Contract (PSC). Under the NEC3 Engineering and</p>	<p>The use of "Provide the Services" in Clauses Z12.2, Z12.3, Z15.1, Z15.6, and Z15.7 appears to be a drafting error carried over from a Professional Services Contract template.</p> <p>Please confirm:</p> <p>a) Will the Employer issue an amended contract replacing "Provide the Services" with "Provide the Works" throughout the Z clauses to align with NEC3 ECC terminology?</p> <p>b) Alternatively, please confirm whether the current wording is intentional and how it</p>	<p>The Employer confirms that the use of the term "Provide the Services" in Clauses Z12.2, Z12.3, Z15.1, Z15.6, and Z15.7 is understood to refer to "Provide the Works" within the context of this NEC3 ECC Option A contract.</p> <p>Please note that:</p> <p>This wording does not change the intention or obligations of</p>

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				<p>Construction Contract (ECC), the correct term is "Provide the Works".</p> <p>This terminology also appears in Z15 (Clauses Z15.1, Z15.6, Z15.7).</p>	<p>should be interpreted in the context of this ECC Option A contract.</p>	<p>the contract</p> <p>All references to "Provide the Services" shall be interpreted as "Provide the Works" in line with NEC3 ECC terminology</p> <p>The contract will not be amended at this stage, in order to maintain consistency across all tenderers</p> <p>Accordingly, tenderers are requested to price and respond based on the interpretation of "Provide the Works."</p>

END