



CNWE Energy Proprietary Limited (CNWE)

The THIRD TENDER CLARIFICATION NOTICE

This Clarification Notice is issued to all Tenderers in relation to the below-mentioned Tender.

The purpose of this notice is to advise Tenderers of revisions, additions, and clarifications to the Tender Documents. Tenderers shall ensure that all amendments contained herein are fully incorporated into their submissions.

Except as expressly amended by this Clarification Letter, all other terms, conditions, and requirements of the Tender Documents remain unchanged.

In the event of any inconsistency between this Clarification Letter and the Tender Documents, the provisions of this Clarification Letter shall prevail only to the extent of the specific amendments stated herein.

Project Notsi 475MW PV Solar Project, South Africa	Tender Competitive Negotiation Procurement for Construction & Installation Works – PV Area
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1. Appendix C-2 – Economic Development Obligations

A revised Appendix C-2 has been included to establish the Project's Economic Development obligations, including local employment, skills development, enterprise and supplier development, local procurement and reporting requirements.

Tenderers shall review these requirements carefully and demonstrate their capability to comply with the applicable Economic Development commitments. **Some data shall be recommended by the tenderer.**

2. Appendix H – Planning and Progress Control Requirements

Appendix H has been added to define the minimum planning, scheduling and progress control requirements applicable to the Project.

Tenderers shall ensure that their proposed planning systems, construction programmes and progress reporting methodologies comply with these requirements.

3. Appendix K – ESG Reporting Requirements

Appendix K has been included to define the Environmental, Social and Governance (ESG) reporting obligations applicable during the execution of the Works.

Tenderers shall ensure that suitable systems and resources are available to meet these reporting requirements.

4. Bill of Quantities (BOQ) and Drawings

The revised Bill of Quantities (BOQ) and associated drawings have been issued.

Tenderers shall price the BOQ strictly in accordance with the revised BOQ and all applicable Tender Documents (**especially the technical specification**). Any deviation, qualification, omission, or alteration may render the Tender non-responsive.

5. Notsi_Section2_Composition of Response Document

This document has been revised and all Tenderers should take notice of the content and ensure that their Response is in accordance **with the format** provided therein.

6. Appendix L -Detailed Inspection and Test Matrix

This Matrix has been included in a new Appendix and all Tenderers should ensure that their Response makes sufficient allowance for the requirements stated therein as may be applicable. **The relating costs should be condensation into the unit rate proposed by the tenderers.**

7. Contractor Prequalifying Questionnaire

This questionnaire, relating mainly to HSE matters, is also a new addition which is compulsory for detailed completion by all Tenderers.

8. Miscellaneous Payment, Retention and Guarantee Matters

All of the matters discussed under these headings shall be included in the Particular Conditions and/or Appendix to Tender Schedules of the Contract:

- **Advance Payment Guarantee**

Advance payment guarantee shall be a Bank Guarantee.

- **Advance Payment Recovery from Interim Payment**

10% of the each monthly Interim Payment shall be deducted and set off against any amounts due to the Employer in terms of the Advance Payment to the Contractor, until the Advance Payment has been recovered by the Employer in full. If the Contract is terminated while any amount of the Advance Payment is still due to the Employer such outstanding amount of the Advance Payment shall immediately be due and payable by the Contractor to the Employer.

- **Payment of Electrical and Civil Works**

Payments due to the Contractor in terms of Electrical and Civil Works shall be determined by way of the measured quantities included in monthly Interim Payment Certificates.

- **Payment of Preliminary & General (P&G's) Costs**

Fixed and Time related P&G's shall be paid to the Contractor in accordance with the KPI's contained in the Milestone Schedule as and when they are achieved.

- **Retention Monies**

5% of the total of each Interim Payment Certificate shall be withheld by the Employer as Retention Monies. These Retention Monies shall be released to the Contractor upon proof being provided to the Employer of the necessary Warranty Bond being in place which meets their written approval.

9. CNWE Rights

CNWE reserves the right, in its sole discretion and without incurring any liability to:

- Accept or reject any Tender.
- Reject all Tender submissions.
- Request clarification from any Tenderer.
- Verify any information submitted.
- Negotiate commercial and technical matters with one or more Tenderers.
- Award one or more Packages to different Tenderers.
- Award part of the Works.
- Cancel, suspend or amend the procurement process without liability.

- Request Best and Final Offers (BAFO) where considered appropriate.

10. Tenderer's Acknowledgement

By submitting a Tender, the Tenderer confirms that it has read, understood, and agrees to comply with this Clarification Letter.

Tenderers are deemed to have fully incorporated these clarifications into their Tender submissions.
