

REFERENCE: N.017-024-2019/1R_ADDENDUM 5

Date: 2 October 2026

Email: procurementwr4@sanral.co.za

Fax Number: 27 (0) 12 426 6232

Direct Line: 27 (0) 12 426 6294

Website: www.nra.co.za

SANRAL



BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

Dear Tenderers

CONTRACT SANRAL NRA 2025/0341 (N.017-024-2019/1R)

**FOR THE OPERATIONS AND MAINTENANCE OF THE TOLL PLAZAS ON THE N17 TOLL
ROAD (Retender) (Contractor)**

1. ADDENDUM NO. 5

This Addendum is issued in terms of Clause C.3.2 of the Tender Data and must be read in conjunction with and shall be deemed to form part of the Tender Document.

Kindly acknowledge receipt of this addendum by completing the ACKNOWLEDGEMENT OF ADDENDUM below. Failure to acknowledge this addendum may invalidate the Tender.

THIS ADDENDUM IS TO BE READ IN CONJUNCTION WITH AND SHALL BE DEEMED TO BE PART OF THE RELEVANT TENDER/CONTRACT DOCUMENT

From

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (SANRAL GAUTENG PROVINCE)

to

TENDERERS

for

CONTRACT SANRAL NRA 2025/0341 (N.017-024-2019/1R)

**FOR THE OPERATIONS AND MAINTENANCE OF THE TOLL PLAZAS ON THE N17 TOLL ROAD
(Retender) (Contractor)**

THIS ADDENDUM CONTAINS THE FOLLOWING:

SECTION A: AMENDMENTS TO THE TENDER DOCUMENT

SECTION B: RESPONSE TO TENDERER'S REQUEST(S) /CLARIFICATION QUESTION(S)
SUBMITTED VIA EMAIL

APPENDIX 1: UPDATES TO VOLUME 4 (C20_Financial cost items 28Sept2026.xlsx)

APPENDIX 2: ISI TEMPLATE (ISI Template Agreement 28Sept2026.pdf)

SECTION A: AMENDMENTS TO THE TENDER DOCUMENT

1 AMENDMENTS TO BOOK 2 OF VOLUME 3

1.1 PART C1 AGREEMENTS AND CONTRACT DATA

- 1.1.1** Replace “Form C1.1” and “Form C1” with “Form A12” in paragraph 5 of form C1.1.1 LETTER OF OFFER (INCORPORATING SBD7) to read as follows:

5. PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level as per Returnable Schedule Form A12: Tenderer's B-BBEE Verification Certificate subject to Tender Data C.3.11. In the event of any difference between the above stated status level and the Verification Certificate attached to Form A12, the Verification Certificate shall apply.

- 1.1.2** Replace “Form A4” with “Form A10” in paragraph 7 of form C1.1.1 LETTER OF OFFER (INCORPORATING SBD7) to read as follows:

- 7.** Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A10: Schedule of Deviations or Qualifications by Tender, and that it is made free from any fraud, corruption and misrepresentation.

2 AMENDMENTS TO VOLUME 4

- 2.1** The following updated information is included in Appendix 1 to this Addendum.

- C20_Financial cost items 28Sept2026.xlsx.

SECTION B: RESPONSE TO WRITTEN QUESTIONS FROM TENDERERS

No	Tenderer's Questions submitted via E-Mail	Response
35.	The new cost matrix totals for the Item A: Class 1-4 is not picking up	As stated in Addendum 4, the "N17 Totals" sheet of the Cost Matrix only uses Gosforth data for the "Variable Operation Cost" in rows 16 to 19. The "Variable Operation Cost" for the different control centres should not be added together.
36.	The attachment Appendix 1 and 2 on the Addendum 4 do not open.	Faulty Appendices 1 and 2 are replaced in this Addendum. Refer to clause 2.1. and the Appendices to this Addendum.
37.	The tenderer would like to receive clarification concerning the clause below. SUB-CLAUSE 6.4: "LABOUR LAWS" At the end of this sub-clause, insert the following: "At the end of the Operation Service Period or in the event of early termination of the Contract, the Employer may or re-let the Contract or any part thereof to another/other person/s and should such action constitute a transfer of business, the old and the newly appointed Contractor should adhere to the provisions of Section 197 of the Labour Relations Act 1995 (Act 66 of 1995) or any amendment or replacement thereof and shall take such steps as may be necessary to facilitate the transfer of business. In the event that the early termination or re-let of the Contract doesn't warrant a Section 197 transfer, the Contractor is obliged to comply to the applicable provisions of the Labour Relations Act including section 189 or any other employment laws" Given that the new contract will be the continuation of substantially similar Operations and Maintenance services, please clarify whether the Employer considers that the commencement of the new contract constitutes a transfer of a business, or part thereof, as a going concern in terms of Section 197 of the Labour Relations Act 66 of 1995, or whether the Employer anticipates that the existing Contractor will be required to terminate affected employees in accordance with Section 189 of the Labour Relations Act prior to commencement of the new contract. The Tenderer requests clarification as to: a) Who bears responsibility for any severance pay, notice pay, accrued leave and other termination-related liabilities and employment claims arising from the termination or transfer of the affected employees.	a) The incumbent Contractor bears the responsibility for any severance pay, notice pay, accrued leave and other termination-related liabilities and employment claims arising from the termination or transfer of the affected employees. None of the listed liabilities will be transferred from the old contract to the new contract.

	b) Whether the Tender Price is expected to include any provision for such liabilities. c) Whether the Employer will provide the Tenderers with sufficient information regarding the existing workforce, including employee numbers, categories, remuneration and accrued employment benefits, to enable Tenderers to properly assess and price the associated risk.	b) Tenderers need not make provision for any of the incumbent Contract liabilities. The Tenderer's Price shall however include for all costs and obligations attributable to the performance of the new Contract by the Tenderer, including all its obligations as employer of its personnel. c) Refer to the staff salaries in Sub-clause 6.2 of the Special Provisions of Volume 3 Book 2, which information is deemed sufficient for the Tenderer to price for all costs related to staff employment for the duration of this contract and for the termination of employment at the end of the contract.
38.	What is the staff transport per plaza is traveling for us to get quotes from other suppliers? Since the current suppliers isn't allowed to give us quotation.	Tenderers should determine the strategy and transport cost themselves. The incumbent Contractor has confirmed that none of the current suppliers have been instructed not to provide quotations to other Tenderers.
39.	You guidance is required on the following forms: 1. Form C1.4.1 Operating Licence - Is this only required post Tender Award and not at submission stage? 2. C1.4.2 FORM OF PERFORMANCE SECURITY – SURETY BOND - Is this only required post Tender Award and not at submission stage?, it states " The successful tenderer's Bank will need to produce it..... 3. C1.4.3 FORM OF CERTIFICATE - Is this only required post Tender Award and not at submission stage? 4. C1.4.6 FORM OF AGREEMENT FOR DAB MEMBERS - Is this only required post Tender Award and not at submission stage? Kindly advise if there are any other "C" Forms that I may have excluded that is only required post award.	As per Addendum 4, the following forms in Book 2 will only be required post tender award, whereas form C1.4.5 (B) is not applicable to this contract. • C1.1.2/SBD7 FORM OF ACCEPTANCE (INCORPORATING SBD7) • C1.1.3 PROFORMA APPENDIX TO FORM OF ACCEPTANCE • C1.1.4 PROFORMA CONTRACT AGREEMENT • C1.4.1 CONTRACT OPERATING LICENCE • C1.4.2 PROFORMA FORM OF PERFORMANCE SECURITY – SURETY BOND • C1.4.3 PROFORMA FORM OF CERTIFICATE PROFORMA • C1.4.4 FORM OF AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014 CONTRACT • C1.4.5 (A) FORM OF APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK TO DEPARTMENT OF LABOUR • C1.4.6 FORM OF AGREEMENT FOR DAB MEMBERS

		• C1.4.7 CONTRACT FORM OF BANKING DETAILS C1.4.8 CONTRACT TAX COMPLIANCE PERMISSION DECLARATION CONTRACT • C1.4.9 APPOINTMENT OF PRINCIPAL CONTRACTOR IN TERMS OF REGULATION 5.1(K) OF THE CONSTRUCTION REGULATIONS, 2014 INCORPORATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 CONTRACT
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Email this page to procurementwr4@sanral.co.za

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**FOR THE OPERATIONS AND MAINTENANCE OF THE TOLL PLAZAS ON THE N17 TOLL ROAD
(Retender) (Contractor).**

FORM: ACKNOWLEDGMENT OF ADDENDUM NO. 5

Date Issued: 2 October 2026

1. The addendum is to be read as forming part of the Project Document.
2. Acknowledge receipt of this addendum by returning a completed and signed version of this form to procurementwr4@sanral.co.za.
3. Attach a completed and signed version of this form to Returnable Schedule Form A16.

Receipt of Addendum No 5: Consisting of the following (tick to confirm receipt) is hereby acknowledged.

		Tick to confirm receipt
SECTION A	AMENDMENTS TO THE TENDER DOCUMENT	
SECTION B	RESPONSE TO WRITTEN QUESTIONS FROM TENDERERS	
APPENDIX 1	UPDATES TO VOLUME 4 (C20_Financial cost items 28Sept2026.xlsx)	
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COMPANY

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NAME

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SIGNATURE

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DATE