

SECTION A: MINUTES OF THE COMPULSORY VIRTUAL CLARIFICATION BRIEFING MEETING HELD ON 08 JUNE 2023

1. AGENDA

- a) Welcome & introduction (SCM)
- b) Important Dates (SCM)
- c) Tendering procedures (SCM)
- d) Part C1: Agreement and Contract Data (Consulting Engineers)
- e) Part C2: Pricing Data (Consulting Engineers)
- f) Part C3: Scope of work (Consulting Engineers)
- g) Section C: Occupational Health and Safety (Consulting Engineers)
- h) Section D: Environmental Management Plan (Consulting Engineers)
- i) Part C4: Site Information (Consulting Engineers)
- j) Questions (Project Manager)
- k) Closure (Project Manager)

2. ATTENDANCE

The attendance register was compiled from the Microsoft Teams Meeting site. The attendance of tenderers was verified by the means of 2 x roll-calls (one before the commencement of the Clarification Meeting and one at the end of the Clarification Meeting).

3. WELCOME AND INTRODUCTION

The compulsory briefing meeting commenced at 10h00. The Procurement Officer welcomed all to the meeting and introduced herself and the other SANRAL representative present as well as the Consultants representatives and Tenderers present.

Attendees were informed that should there be any inconsistency between the PowerPoint presentation and the tender document, the tender document shall prevail.

It was emphasized that since this was a compulsory clarification meeting, tenderers were requested to make sure that they remain in the meeting until the meeting is officially declared closed.

Tenderers were also requested to provide the details of the companies that they were representing in the chat box.

It was indicated that there was going to be a questions and answers session after the presentation where tenderers were to be allowed to ask questions.

Official responses to any questions raised will be those included in this Addendum No. 6.

The Procurement Officer indicated that there are two (2) tender packages included under one (1)

tender and that the tenderers may tender on any of the two (2) packages, including both of the packages. Most of the returnable tender documents are therefore only required once (1) except when specified as package specific.

The Procurement Officer also indicated that this tender was initially advertised on 10 March 2023, however, an erratum was issued on 26 May 2023 to ensure that the tender is in line with the amended Preferential Procurement Regulations of 2022.

4. IMPORTANT DATES

- Submission of Form A1.1 – 02 June 2023
- Submission of queries – 14 June 2023 at 11h00
- Tender closing date – 04 July 2023 at 11h00

5. TENDERING PROCEDURES

5.1. T1.1: Tender notice and invitation to tender

Please refer to the attached presentation marked as Annexure A for details.

Only tenderers who are registered on the National Treasury Central Supplier Database are eligible to tender.

It is a requirement on both packages that the successful tenderer/s subcontract a minimum of forty (40) percent (40%) of the Contract Value by the end of the contract to Targeted Enterprise(s) as defined in the Contract Data.

No mandatory subcontracting requirements for EME.

Preferences are offered to tenderers who comply with the criteria stated in the Tender Data.

Tender documents are available at no cost in electronic format downloaded from the SANRAL's website by the following link <https://www.nra.co.za/service-providerzone/tenders/open-tenders/>. Tenderer must have access to MS Office ©2013 and Acrobat Adobe ©9.0, or similar compatible software.

The closing time for receipt of tenders is 11h00 on 04 July 2023.

Queries relating to issues arising from these documents may be addressed to: ProcurementER3@sanral.co.za

5.2. Conditions of Tender

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3:2015 Edition 1.

SANS 10845-3:2015 Edition 1 is obtainable from SABS Standards Division, 1 Dr Lategan Road, Groenkloof or Private Bag X191, Pretoria, 0001. Tel: +27 12 428 7911 Fax: +27 12 344 1568. website: www.sabs.co.za.

5.3. Tender Data

Any inconsistencies between the Standard conditions and the tender data, the Tender Data takes precedence.

5.3.1. Eligibility Criteria

5.3.1.1. National Treasury Central Supplier Database (Form A3.4)

Tenderers, or in the event of a joint venture, each member of the joint venture, must be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered as verified online at tender closing; the tender will be declared non-responsive.

5.3.2. Seeking Clarification

It was highlighted that the tenderers can request clarification at least twelve (12) working days before the tender closing date.

5.3.3. Alternative Tender Offers

An alternative tender offer shall only be considered from a tenderer whose postulated tender offer is the preferred tender.

A tenderer wishing to submit an alternative offer (excluding alternative offers of different contract duration, retention guarantees, discounted offers or different compliant material sources) shall first apply to the Employer's agent for confirmation that the Employer's standards and requirements envisaged in the design are not compromised or reduced. Such confirmation must have been provided by the Employer's agent in writing within 5 working days after receipt of the application but not later than 5 working days before the date of tender closing given in Tender Data clause 4.15, or as extended by an addendum sent to all tenderers.

Also, not acceptable as alternative offers are the submission of alternative key persons, alterations to contingency pay items provided in the bill of quantities (pricing schedule), fixed prices for individual items or a fixed price contract.

If an alternative proposal is confirmed to be acceptable, calculations, drawings and all other pertinent technical information and characteristics as well as proposed modification of, or alternative to, the Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set in clear and

logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Should an alternative structural design be proposed, the proposed alternative Pricing Data shall include an amount equal to 3% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. If the alternative offer is accepted, this amount will serve as a negative prime cost sum under section 1200 to be deducted from the contractor's payment certificates. The Employer undertakes to provide full accounting of the amount expended for this contingent sum and if exceeded, no further payments shall be deducted. Failure by a tenderer to include the required amount for confirming the alternative design may render his alternative tender as non-responsive.

Acceptance of an alternative offer will mean acceptance in principle of the offer. It will be an obligation of the contract with the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

5.3.4. Addenda

5.3.4.1. Issuing of addenda

The Employer shall issue addenda until ten (10) working days before the tender closing date.

5.3.4.2. Acknowledgement of addenda

Failure to apply the instructions contained in addenda issued by the Employer will render a Tenderer's offer non-responsive in terms of Condition of Tender C3.8 Test for Responsiveness.

5.3.5. Submission of Tender Offers

It was highlighted to the tenderers that only the following need to be submitted:

The returnable documents shall be electronically completed in their entirety, submitted on the issued software format or fully compatible format, unless otherwise specified.

Submission in the tender box

- Submit the tender offer electronically on a flash drive and printed hard copy of Form of Offer and summary of pricing schedule.
- (In the relevant MS Word 2013 and MS Excel 2013 format as issued, and not in .pdf format, except where so specified.)

5.3.6. Tender Closing Date / Tender Opening

- The closing date/time for submission of tender offers is Tuesday, 04 July 2023 at 11h00.
- The time for the opening of the tender offers via live streaming is Tuesday, 04 July at 11h00.

5.3.7. Tender Validity Period

It was highlighted to the tenderers that the tender offer validity period is twenty four (24) weeks.

5.3.8. Arithmetical errors / omissions, discrepancies and imbalanced unit rates

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.

Check responsive tender offers for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices
- d) imbalanced unit rates.

Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.

Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.
- c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.

Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.

Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.

The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

5.3.9. Clause 5.11.1

The procedure for the evaluation of responsive tenders is **Method 3**.

If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award.

If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.

If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots.

5.3.10. Clause 5.11.7

The value of W1 is:

- 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000,00; or
- 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000,00.

The value of A will be calculated utilising the following formula:

$$A=(1-(P-Pm)/Pm)$$

Where P is the comparative offer of the tender offer under consideration and Pm is the comparative offer of the most favourable comparative offer

In the event that the calculated value is negative, the allocated score shall be 0 (zero).

5.3.11. Clause 5.11.8

Scoring preference (Specific Goals):

Points for specific goals will be awarded according to the table below:

Specific goals	Criteria	10 points		20 points	
		Point allocation	Maximum points	Point allocation	Maximum points
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	1,00	1	2,00	2
	B-BBEE Level 2	0,90		1,80	
	B-BBEE Level 3	0,60		1,20	
	B-BBEE Level 4	0,50		1,0	
	B-BBEE Level 5	0,40		0,80	
	B-BBEE Level 6	0,30		0,60	
	B-BBEE Level 7	0,20		0,40	
	B-BBEE Level 8	0,10		0,20	
	Non-compliant contributor	0		0	
Percentage black ownership of the tendering entity.	< 51 % black ownership	0	5	0	10
	≥ 51 to < 70 % black ownership.	1		2	
	≥ 70 to < 100 % black ownership.	2		4	
	100 % black ownership	5		10	
B-BBEE size of the tendering entity	Exempted Micro Enterprise (EME)	4	4	8	8

Points for specific goals will be awarded according to the table below:

1. The tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:
 - the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; or
 - in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; and
- i. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and
- ii. The certificate shall:
 - be valid at the tender closing date; and
 - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
 - have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and
- iii. A valid BBEE Certificates shall contain:
 - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
 - Value-Added Tax number, where applicable.
 - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
 - B-BBEE status with corresponding procurement recognition level.

- The relevant Codes used to issue the B-BBEE verification certificate.
 - Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
 - Financial period which was used to issue the B-BBEE Verification Certificate.
- iv. A valid Sworn Affidavit shall contain:
- Name/s of deponent as they appear in the identity document and the identity number.
 - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
 - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
 - Percentage black ownership, black female ownership and whether they fall within a designated group.
 - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
 - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is Day/Month/Year
 - B-BBEE status level. An enterprise can only have one status level.
 - Date deponent signed and date of Commissioner of Oath must be the same.
 - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and
- v. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and
- vi. In the event of a Joint Venture (JV), a project-specific consolidated (SANRAL project number indicated) valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted.

It was indicated that tenderers must ensure that their B-BBEE verification certificates are valid at tender closing and that they are issued by SANAS-accredited agencies. The Procurement

Officer indicated that the validity of the certificates is verified during the evaluation stage and that the verification agencies are also checked if they are indeed accredited by SANAS.

With regard to the submission of Sworn Affidavits by EMEs, it must be ensured that the affidavit is in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017.

Tenderers must ensure that their annual revenue is less than R3 million to comply with the thresholds for the construction sector codes. When the annual revenue of an EME is more than R3 million, tenderers must submit B-BBEE verification certificates for EMEs.

It was indicated that the annual revenue of tenderers will be verified using the tenderers' annual financial statements to determine if indeed the annual revenue is in line with the thresholds for construction sector codes. Tenderers were requested to accompany their sworn affidavits with financial statements or management accounts used to issue a sworn affidavit.

Tenderers must ensure that Sworn Affidavits are valid at tender closure. The deponent as either Director/Member/Owner must be selected in the Sworn Affidavit. A financial year must be written in full in the following manner day/month/year e.g., 28 February 2022.

Tenderers must also ensure that the date signed by the Commissioner of Oath and Deponent is the same and that the Sworn Affidavit is stamped by the Commissioner of Oath.

2. Black ownership

- i) The bidder must complete Form C1.3: Black ownership declaration.
- ii) *Verification of ownership will be based on share certificate. SANRAL reserves the right to engage with the shareholders.

Sub-contracting

If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) points for B-BBEE level (under Specific Goals) shall be awarded, unless the intended sub-contractor is an EME that has the capacity to execute the sub-contract.

5.4. Returnable Schedules

The following was highlighted to the tenderers:

- Returnable schedules have been separated into the following categories:
 - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to E)

- A list of all returnable documents for completion by the tenderer (Form E1)
- Failure to submit fully completed relevant returnable documents may render such a tender offer unresponsive.
- Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
- Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event:
 - the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years;
 - if the Employer has already entered into a contract with the Tenderer, the Employer has the discretionary right under FIDIC Particular Condition 15.2(g) to terminate the contract
- These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.

Procurement Officer took the tenderers through the returnable schedules. All the forms are to be completed in full. She reminded Tenderers of the notes to tenderers on the various returnable forms to be used for ensuring compliance with the tender requirements.

The Procurement Officer highlighted the Returnable Forms affected by Addendum No. 5, this included Form A3.1, Form A3.3, Form A13, Form A14 and Form C1.2.

Procurement Officer outlined and explained typical errors in previous submissions and emphasized importance of reading notes to tenderers.

6. PART C1: AGREEMENTS AND CONTRACT DATA

6.1. C1.2.1 Conditions of Contract

The Conditions of Contract for Construction (1999 edition) published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), as amended, shall apply to this contract. The amendments are those published by FIDIC and reproduced hereafter, together with additional amendments (particular conditions of contract) as prescribed by the South African National Roads Agency SOC Limited.

Only use clauses applicable for this document.

6.2. C1.1.1 Form of Offer

- The amount in words must correspond with the amount in figures on the Pricing Schedule.
- The preference claimed must be completed.
- The form must be signed by the tenderer's authorised person and two witnesses.

It was noted that a Form of Offer has been included in the Tender Document for each of the drilling packages and that the tenderer should therefore complete and submit the Form of Offer/s on which they want to tender.

6.3. C1.2.2 Appendix to Tender: Contract Data Information provided by the Employer

The following was highlighted to the tenderers:

- Time for Completion: 11 months maximum (including the contractor's holidays in December and January) for Package 1 and 9 months maximum (including the contractor's holidays in December and January) for Package 2;
- No Defects Notification Period is applicable;
- Access to Site will be on the Commencement Date;
- No Performance Security will be required;
- The Contractors Representative (Site Manager) shall be employed full time on the works. He shall be the single point of accountability on the works;
- The minimum and maximum percentage of the contract value that may be sublet were discussed and reference made to the table included under Clause A4.4 of the Contract Data;
- The Contractor and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) and rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and all his Subcontractors except where a specific industry publishes its own wage rates and conditions of labour;
- Special non-working hours/days;
- Work should commence not later than 14 days after the commencement date;
- Delay damages: R10,000.00 per day up to a maximum of 10% of the drilling contract value;
- Minimum insurance cover for injury to persons and damage to property: 10% of the contract value;
- DEO (Designated Environmental Officer) will be required for the Contract;
- The Targeted Labour will be the relevant Free State Local Municipality where drilling is undertaken.

7. PART C2: PRICING DATA

Pricing Schedule is supplied in Excel downloadable from SANRAL website https://www.nra.co.za/live/display-tender.php?tender_id=4203

Notes to tenderer:

- a) If the Form of offer is submitted but the Pricing Schedule is omitted.
 - i) Where rate only items are applicable.

- b) If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer
 - i) Pricing schedule incomplete
- c) If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer
 - i) Only summary of Pricing Schedule submitted

The tender will be declared non-responsive tender offer.

Some changes might be made to the Pricing Schedule following enquiries from Tenderers.

A revised Pricing Schedule will then be issued together with an Addendum.

It was noted that there is one (1) Excel file which contains the Pricing Schedules for both packages.

The Pricing Schedule has been spilt into two (2) Schedules for each package:

Package 1

Schedule A = Toll (Targeted Sites C1, C2, C8, C9, C10, C11)

Schedule B = Non-Toll (Targeted Sites C3, C4, C5, C6, C7)

Package 2

Schedule A = Toll (Targeted Sites D1, D2, D3, D4, D5, D6)

Schedule B = Non-Toll (Targeted Sites D7, D8, D9)

Tenderers are required to fully price both Schedule A and Schedule B for the package they are interested in tendering on.

8. PART C3: SCOPE OF WORK

The Standard Specifications for Subsurface Investigations 2010, as amended, shall apply to this contract. The amendments are those issued by SANRAL and reproduced in Section A, together with additional amendments as set out in Section B.

The General Conditions of Contract applicable to this contract are the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” (1999), issued by the International Federation of Consulting Engineers (FIDIC) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.

Political, legal, economic, environmental and technical level interventions are making the upgrading and maintenance of the road network increasingly more challenging. A primary concern is the difficulty surrounding the identification and exploitation of road construction materials. Deliveries on contracts are currently being constrained by delays experienced in the approvals and acquisition of material sources. To mitigate for the delays, an engineering services project was set out to locate, prospect and secure hard rock material sources permanently. The percussion and core drilling investigations therefore forms part of the prospecting investigations to determine the viability of a targeted site in terms of the quantity and quality of the material which the targeted site may hold.

In order to achieve this deliverable, each of the targeted sites will be investigated by means of exploratory percussion drilling across a 10ha area, followed by detailed core drilling in a selected 5ha area. The sequence of the drilling will typically proceed in the following order:

- The contractor will establish to site(s) and commence percussion drilling at identified positions. Once percussion drilling is completed on each target site, the percussion drilling team and equipment will move on to the next targeted site and continue drilling there.
- Based on the outcome of the percussion drilling and upon completion thereof, rotary core borehole positions will be identified and provided to the service provider. Rotary core drilling will continue on the site(s) to completion, where after the contractor will move to the next targeted site to commence core drilling there following the same approach.
- Upon completion of core drilling on each site, the contractor will transport the core boxes and percussion samples to the laboratory responsible for material test analyses.
- The contractor must take note that percussion drilling must start and continue to completion on all sites without delay. As the core drilling operation will lag behind the percussion drilling operation, the two operations will continue simultaneously but independently of each other. The two operations will not necessarily be on the same site at the same time (i.e. percussion drilling will be completed well before core drilling will be completed). The contractor must therefore make adequate provisions as far as establishment costs and technical crew provisions are concerned. Additional days were allowed on the program for movement between sites.

A Provisional Sum has been allowed for under payment item B38.3 of the Pricing Schedule of this Contract for the procurement of an independent laboratory to undertake the testing required to verify the quality of the sampled/drilled material. The procurement of the laboratory services will be through an open tender. Consulting Engineer to undertake the Supervision of the works will be responsible for the preparation and of the tender documentation, tender evaluation, preparation of contract documentation as well as the administration of the sub-contract. A percentage mark-up payment item has been allowed for under payment item B38.4 of the Pricing Schedule which the drilling contractor can price for the costs associated with the facilitation of the payments towards the laboratory service provider.

In certain clauses, the Standard Specifications allow a choice to be specified in the Project Specifications between alternative requirements and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains some additional specifications required for this particular Contract.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by B or D (depending on the relevant section) followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

It should be noted that the Scope of the Contract in terms of the number and locality of Targeted Sites could change due to several of the Targeted Sites being left-out/omitted for the core drilling investigations when found not to be feasible for further investigation and development based on percussion drilling results. Due to the afore-mentioned, tenderers are encouraged to individually price each Targeted Site's core drilling quantities separately and all-inclusive and not to cross-subsidize the core drilling cost between different sites. Allowance in the Pricing Schedule have however been made with the assumption that core drilling investigations will be undertaken on all the Targeted Sites including the 1 x Contingency Site per package (C10 and D3 – i.e. 11 sites in total on Package 1 and 9 sites in total on Package 2). The quantities included in the Pricing Schedule for core drilling are therefore re-measurable to the extent of the actual Scope of the Contract. The Contractor shall therefore not be entitled to any claim for any loss of income resulting from the reduction of the core drilling quantities/scope.

It should be noted that Contingency Sites (C10 and D3 – i.e. one site per package) have been included in the Drilling Contract packages. The investigation/drilling of these sites are subject to the omission of a primary site, which the contingency site can replace, and on instruction by the Engineer. The contract periods for the Drilling Contract packages were therefore calculated/based on the drilling of ten (10) sites on Package 1 and eight (8) sites on Package 2.

Clause B1.7, Extension of Time, was discussed and the minimum number of percussion and rotary core rigs was highlighted. The anticipated rate of drilling as well as the scheduled number of bore holes and metres were also discussed.

Section B39: Small Contractor Development

B39.1 Contract Participation Goal (CPG)

The CPG is the monetary value of the targets set by the Employer and will be calculated as follows:

CPG = Final Contract Value x % Targeted Enterprises

The Final Contract Value is the total value of the Contractor's final certified work measured at the date of issue of the Taking-Over Certificate. The Final Contract Value include the value of scheduled work and extra work but exclude any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall , Retention Money, penalties and VAT.

Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

CPP = total value of Targeted Enterprise contribution by subcontractors (excluding VAT) + 50% of the value of Targeted Enterprise contribution by suppliers of Goods (excluding VAT).

The Contractor's participation performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG.

Monthly returns, in the format provided by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate.

To assist in the measurement of the CPP the Contractor shall include in his contract programme details of how he will achieve the CPG. The detail shall be provided not later than 1 (one) month after the engineer has accepted the original construction programme and updated with every subsequent revision.

As an incentive to encourage the Contractor to exceed the CPG, a bonus is offered, measured as follows:

The bonus = $0.05 \times (\text{CPP} - \text{CPG})$ up to a maximum of R250 000.00.

Conversely, failure to reach the CPG shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract. Penalties shall be calculated as follows:

Penalty = $0.3 \times \text{TE}$

Where:

TE = Monetary value of the shortfall on the Targeted Enterprises target

Where shortfall means the amount by which the monetary value of the actual achievement reached for the target is less than the monetary value of the target.

9. SECTION C: OCCUPATIONAL HEALTH AND SAFETY

The Occupational Health and Safety Act, Act 85 of 1993 and its Regulations together with SANS Codes set out minimum standards with regards to Occupational Health and Safety. The South African National Roads Agency SOC Limited (SANRAL), has developed this Occupational Health and Safety Specifications with these minimum standards in mind and in certain stages the requirements of SANRAL exceeds the minimum legal requirements to follow best practices and to ensure a healthy and safe workplace for all.

SANRAL in no way assumes the Contractors legal liabilities and responsibilities. The Contractor is and remains accountable for the quality and execution of his health and safety programme for his employees.

10. SECTION D: ENVIRONMENTAL MANAGEMENT PLAN

The South African National Roads Agency SOC Limited (SANRAL) recognises environmental management as a key component of road infrastructure development and as part of its environmental policy has developed this Environmental Management Plan (EMPI) as a tool for continual improvement in environmental performance.

This EMPI prescribes the methods by which proper environmental controls are to be implemented by the Contractor.

10.1. Compliance and Penalties

The Contractor shall act immediately when a notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and an oral report given at the monthly site meetings.

Any non-compliance/omissions with the procedures in this EMPI, environmental authorisations and the approved EMPr constitute a breach of the Conditions of Contract. Regulatory financial penalties imposed on SANRAL shall be passed onto the defaulting parties.

10.2. Measurement and Payment

Penalties shall apply to the following:

PAY ITEMS		UNIT
B41.1	Penalties	
B41.1.1	Penalty for unnecessary removal or damage to trees	No.

	(Indicate size)	
B41.1.2	Penalty for serious violations	No.
	(Indicate violation)	
B41.1.3	Penalty for less serious violations	No.
	(Indicate violation)	

Any transgressions listed above shall be considered grounds for applying penalties in part of all of the amounts listed in the schedule of quantities paid for the respective pay items.

11. PART C4: SITE INFORMATION

11.1. Scope of work

Table C4.1.3.1 (Summary of drilling sites) was discussed to indicate the number of targeted sites, access requirements, number of boreholes as well as average anticipated depth of the boreholes for both the percussion and core drilling actions.

Work to be undertaken in terms of the subsurface investigations for the project includes the following:

- The Contractor's establishment on site and de-establishment on completion of the work;
- Setting out of subsurface investigation positions using a handheld GPS with accuracy of at least 3 m. Drilling position coordinates will be provided in WGS84 format;
- Creation of access track using a TLB/excavator where required;
- The provision of rigs and equipment. It is essential that the correct equipment be provided for this unique project:
- Provision is made for track-mounted percussion rigs as some targeted sites will not be suitable for the use of truck-mounted equipment. Percussion drilling equipment and compressors must conform to specification in terms of hammer size (100 – 250 mm) and air pressure. It is anticipated that 18 bar air pressure will be used. Conventional open hole drilling will be undertaken;
- Rotary core rigs must be skid-capable as a large component of the drilling setups consist of skid, difficult skid or very difficult skid setups. Penalties will apply for any environmental damages caused by the use of incorrect equipment.
- The setting up of rigs and equipment;
- Drilling, sampling, water level measurement, record keeping and other tasks in accordance with drilling and project specification;
- Borehole closure and marking in accordance with specification;
- The installation of standpipes and piezometers, where specified;
- Temporary storage of drill samples on site (for duration of Contractor's presence on each site);
- Provision of adequate tables and assistance for the purposes of core and chips logging by the engineering geologist;

- The preparation and submission of records. All percussion drilling journals (PDJ) and core drilling daily journals shall be kept on site and a copy provided to the Resident Engineer. Upon completion of each site, electronic copies (PDF) of all borehole journals and water level measurements must be supplied to the Resident Engineer;
- Upon completion of drilling (and core logging) on each site, the contractor shall transport the core boxes and percussion samples to the commercial laboratory responsible for test analyses;
- If needed the Contractor is to make his own arrangements for drilling obtaining water. The Contractor's quoted rates shall be deemed to include all costs associated with procuring and transporting drilling water.

11.2. Nature and Extent of the Investigations

Individual borehole positions will be set out on site by the engineering geologist or supplied in the form of coordinates to be set out by the contractor using a handheld GPS. Coordinates will be provided in WGS84 format. All percussion boreholes will be drilled to a maximum depth of 30 m and all rotary core boreholes will be drilled to a maximum depth of 25 m. Drilling, sampling, record keeping, and water level measurements must be done in accordance with specification.

11.3. Programme

The Contractor may propose a program or sequence in which to undertake site work, taking into account the location of the sites, travel distance and anticipated work rates to be maintained. Any proposed program must be approved by the Engineer and once approved, the Contractor must adhere to this program. Where progress is faster or slower than anticipated, the Engineer and Resident Engineer must be informed. Any anticipated early or late site establishment must be brought to the Engineer's attention at least one week prior to such establishment.

While percussion drilling and core drilling operations will overlap, they will be performed independently of each other. It is anticipated that the percussion drilling will be completed on all sites well before core drilling is completed.

11.4. Services

Upon establishment to each site, the contractor shall consult the property owner as to the presence and layout of any underground services or servitudes in the area of drilling. This may include (but is not limited to) irrigation pipes, water pipes, sewerage reticulation systems, electrical cables, fibre optical cables or any other infrastructure that could potentially be damaged by drilling operations.

11.5. Access

The areas in which drilling is to take place are generally accessible via existing tracks. However additional access tracks or gates (where needed) may be required to gain access to all borehole positions. Provision is made for TLB and/or excavator equipment to facilitate this. Clearing of

brush and environmental damage must be limited as far as is practically possible and all damaged areas must be reinstated before vacating the site(s).

It is not the intention to cut trees or clear bush, but minor bush clearing may be necessary at some setup positions. Any such clearing shall be deemed to be included in the Contractor's rate for setting up. Under no circumstances shall any bush or trees be cleared without the Engineer's approval. Upon completion of drilling, the site shall be reinstated to the satisfaction of the resident engineer and property owner/s and where relevant, revegetation may be required. The contractor shall obtain a sign letter from each property owner confirming that the property owner is satisfied with the state of the site upon the contractor's departure.

Signed consents to access the Targeted Sites have been obtained from all the property owners. The signed consent forms as well as contact details of the property owners will be provided to the successful tenderer. Prior to the drilling contractor accessing a Targeted Site, an introduction meeting will have to be arranged between the drilling contractor and the property owner/s.

11.6. Setting Out

Setting out of subsurface investigation positions shall be done by the engineering geologist or alternatively the contractor will be supplied with coordinates for proposed drilling positions. In such an instance, the contractor shall be responsible for setting out boreholes using a handheld GPS accurate to 3 m. All coordinates will be provided in WGS84 format.

The position of known services will be discussed with the property owners and known services will be pointed out to the Contractor.

11.7. Transportation Of Samples

Upon vacating each site after completion of the core drilling, the Contractor must transport drill samples and core boxes to the laboratory responsible for the material test analyses.

11.8. The Contractor's Camp Site

Subject to the provisions of Clause 1.2 of the standard specifications for subsurface investigations the Drilling Contractor is to make his own arrangement for a camp site, own arrangements with regard to the works area, ablution facilities, etc. Bidders are to make their own assessment of the security situation, and make allowance in their establishment rates for the provision of security guards if considered necessary. The Contractor shall obtain the Engineer's approval (Landowner permission) before for positioning of his campsite.

11.9. Accommodation Of Traffic

When working on any road used by the public, all statutory requirements regarding warning signage and flagmen in accordance with Part 13 of Volume 2 of the South African Road Traffic Signs Manual must be complied with. Signage must be removed on completion of the work.

All points of access onto the road system are to be provided with the prescribed advance warning signs. When vehicles are using points of access, flagmen are to be employed.

12. QUESTIONS

The following question was asked during the Clarification Meeting:

No.	QUESTION	ANSWER
1	Q1: May the tendering company tender with more than one (1) Targeted Enterprise?	A1: Yes, no limitation is placed on the number of Targeted Enterprises a company may tender with as long as the minimum target for Targeted Enterprises sub-contracting is met.

13. CLOSE

The meeting closed at 11h45.

The South African National Roads Agency SOC Limited

P.O. Box 415

Pretoria

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ACKNOWLEDGEMENT OF ADDENDUM NO. 6

I _____

Representing Messrs _____

Hereby acknowledge that I have received the above Addendum and that I am conversant with the contents thereof.

SIGNATURE: _____

DATE: _____

This Addendum is to be read in conjunction with and shall be deemed to form part of the Contract Documents.

You must therefore acknowledge receipt of this addendum by emailing this form to the South African National Roads Agency SOC Limited at ProcurementER3@sanral.co.za and the original must be attached to the Returnable Schedules.

Failure to acknowledge receipt of this addendum` may invalidate the Tender.