



Reference N.002-300-2020/1 Fax Number +27 (0) 33 386 3365  
Date 04 April 2024 Direct Line +27 (0) 33 92 8100  
Email [ProcurementER3@sanral.co.za](mailto:ProcurementER3@sanral.co.za) Website [www.nra.co.za](http://www.nra.co.za)

Dear Tenderers

**TENDER:** SANRAL CONTRACT N.002-300-2020/1

**CONTRACT TITLE:** PAVEMENT AND SETTLEMENT REPAIRS ON NATIONAL ROUTE 2 SECTION 30 FROM BUSHVELD RETREAT FARM (km 47.0) TO HLUHLUWE INTERCHANGE (km 55.0)

## ADDENDUM NO. 1

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.

Yours sincerely,

  
\_\_\_\_\_

**PROCUREMENT OFFICE**

**SANRAL EASTERN REGION**

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

**ADDENDUM NO. 1**

**04 APRIL 2024**

**CONTRACT SANRAL N.002-300-2020/1**

**PAVEMENT AND SETTLEMENT REPAIRS ON NATIONAL ROUTE 2 SECTION 30 FROM BUSHVELD RETREAT FARM (km 47.0) TO HLUHLUWE INTERCHANGE (km 55.0)**

**THIS ADDENDUM CONTAINS THE FOLLOWING:**

- **SECTION A: MINUTES OF TENDER CLARIFICATION MEETING**

## **SECTION A: MINUTES OF THE COMPULSORY IN PERSON CLARIFICATION BRIEFING MEETING HELD ON 27 MARCH 2024 AT 11:00**

### **1. AGENDA**

- Opening and Introduction
- Attendance Register
- First Roll call
- Background of the project
  - Locality
  - Envisaged programme
- SCM Presentation (Tendering procedures)
  - Part T1: Conditions of Tender and Tender Data and Part T2: Returnable Schedules
- Project & technical Presentation
  - Contract Conditions & Contract Data, Contract Participation Goals, Scope of Works
- Questions and answers session
- Site visit
  - Questions and answers session:
- Second Roll call
- Issuing of signed Form A1
- Closure

### **2. WELCOME AND INTRODUCTION**

The compulsory briefing meeting commenced at 11h00. The Project Manager welcomed all to the meeting and introduced himself and the other SANRAL representative present as well as the Consultants representatives and Tenderers present.

A roll call was completed to ensure that everyone present had signed the attendance register.

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

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. 1.

### **3. ATTENDANCE**

The attendance register was circulated around the room to be completed by all present.

### **4. LOCALITY**

The Project Manager explained the limits of the project and the importance of this project to SANRAL since it was listed as an emergency repair project.

- Project start: Bushveld Retreat Farm (km 47.0)

- Project End: Hluhluwe Interchange (km 55.0)
- Total Length: 8 km

The project Manager also noted that this section of road that forms part of the project will be dueled in the future.

## 5. ENVISAGED PROGRAMME

The Project Manager stated that the consultant completed an estimated/ envisaged project programme which is included in Book 3 in the Annexures. The Contractors are however welcome to propose any alternative programmes. In terms of the programme the following dates are important:

- Project Duration
  - 3 Months Mobilisation
  - 7 Months Construction
- Project Start
  - 03 June 2024
- Project Completion
  - 28 March 2025

## 6. IMPORTANT DATES

- Submission of Form A1.1: 25 March 2024.
- Submission of queries: Twelve (12) working days prior to tender closing.
- Tender closing date: 11:00 on Friday, 26 April 2024.

## 7. TENDERING PROCEDURES

### 7.1. T1.1: Tender notice and invitation to tender

Only tenderers who are registered on the National Treasury Central Supplier Database as stated in the Tender Data C.2.1.1, are eligible to tender.

It is estimated that tenderers should have a CIDB contractor grading designation of 8CE or higher.

It is a requirement of this project that the successful tenderer subcontract a minimum of thirty percent (30 %) or higher as tendered of the work by the end of the contract to Targeted Enterprise(s) as defined in the Contract 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/sanraltenders/status?region\\_id=national](https://www.nra.co.za/sanraltenders/status?region_id=national). 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 11:00 on Friday, 26 April 2024.

Queries relating to issues arising from these documents may be addressed to: [ProcurementER3@sanral.co.za](mailto:ProcurementER3@sanral.co.za).

### 7.2. Conditions of Tender

The conditions of tender are the standard conditions of tender as contained in Annexure C of the CIDB

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time.

### 7.3. Tender Data

The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard/special conditions of tender.

#### C.1.4 Communication and employer's agent

The Employer's Agent during the tender period can be contacted at [ProcurementER3@sanral.co.za](mailto:ProcurementER3@sanral.co.za).

### 7.3.1. C.2.1 Eligibility

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

#### a) CIDB registration (Form A12)

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the CE class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.

Category of tender	Upper limits per CIDB Regulation 17 (effective 7 October 2019)	Employer's allowable margins
CE 1	R500 000	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted
CE 2	R1 000 000	
CE 3	R3 000 000	
CE 4	R6 000 000	
CE 5	R10 000 000	

CE 6	R20 000 000	
CE 7	R60 000 000	
CE 8	R200 000 000	
CE 9	No Limit	

This contract is not classified in terms of CIDB Regulation 25(1B), and the value of the contract may, for the purpose of CIDB Regulation 25(1), not be taken at its annual value.

The tender will be declared non-responsive if:

- The Tenderer is not registered on CIDB within the required contractor grading and category prior to evaluation of submission.
- The Tenderer is suspended and where the tenderer has not provided proof that they have settled their outstanding CIDB annual fees or proof that they have made arrangements to pay outstanding CIDB annual fees has been made or proof of compliance with tax was submitted to CIDB, the tender will be declared non-responsive.
- The Tenderer has not declared interest of application to upgrade the grading

b) 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.

#### **7.3.2. C.2.6 Acknowledge addenda**

Failure to apply instructions contained in addenda issued by the Employer will render a Tenderer's offer non-responsive in terms of Condition of Tender C.3.8. Test for Responsiveness.

#### **7.3.3. C.2.7 Clarification meeting**

The onus rests with the tenderer to ensure that the representative attending the briefing session is appropriately qualified to understand all directives and clarifications given in the briefing session.

The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer attended the whole clarification briefing session and clearly understood all directives and clarifications given in the session.

#### **7.3.4. C.2.8 Seek clarification**

Request clarifications at least **twelve (12) working days** before the closing date.

#### **7.3.5. C.2.9 Insurance**

No insurance is provided by the Employer.

#### **7.3.6. C.2.10 Pricing the tender offer**

The rates and prices shall be adjusted as specified in the conditions of contract clause 13.8 Adjustments for Changes in Costs

Tenderers are required to state the rates, amounts and currencies in Rand.

#### **7.3.7. C.2.12 Alternative tender offers**

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 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 in writing at least 10 (ten) working days before the date of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date of tender closing given in Tender Data clause C.2.15, or as extended by an addendum sent to all tenderers.

### 7.3.8. C.2.13 Submitting a tender offer

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.)

Only the following needs to be submitted:

Volume 3 – Scanned on a flash drive

The following information has to be submitted on flash drive:

The 1st file in pdf format which contains:

- Scanned copy of Form of Offer (pdf) and printed hardcopy of Form of Offer
- Scanned copies of all returnable schedules and attachments (pdf)

A 2nd file in Excel format

- Completed pricing schedule (scanned copy in .pdf and copy in Excel) and printed hardcopy of Summary of Pricing Schedule

#### **Submission in the tender box**

Only the following needs to be submitted:

a) Main Tender Offer

The following information to be submitted electronically on flash drive and marked Main Tender Offer followed by the “Tenderer name”, in the following order:

- Form of Offer (signed and scanned as .pdf) and printed hardcopy of Form of Offer.
  - All returnable schedules and attachments and certificates specific to the tender (signed and scanned as .pdf)
  - Completed pricing schedule (scanned copy in .pdf and copy in Excel) and printed hardcopy of Summary of Pricing Schedule.
- b) For alternative offers the tenderer shall submit the following additional documentation, in an electronically on a separate flash drive marked Alternative followed by the “Tenderer name”:
- Form of Offer (signed and scanned as .pdf and state “Alternative Form of Offer”) and printed hardcopy of Form of Offer.
  - All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as .pdf)
  - Alternative Pricing Schedule (scanned copy in .pdf and copy in Excel) and printed hardcopy of Summary of Pricing Schedule.
  - Other relevant information.

In the event of any discrepancy between the contents of the electronically priced schedule in Excel, and the electronically provided pricing schedule in .pdf format, the contents of the electronically pricing schedule in .pdf format shall be taken as the valid contents. For the information provided by the tenderer as part of his submission, e.g. rates, the electronically signed schedule in .pdf shall be taken as the valid submission.

Submit the tender offer electronically on a flash drive in a sealed envelope marked with the tenderer's company name, the project number and description.

#### **7.3.9. C.2.14 Information and data to be completed in all respects**

Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may waive any nonconformities in the tender.

Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may request the tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender related to documentation requirements.

#### **7.3.10. C.2.15 Closing time**

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Reception area  
Physical address: The South African National Roads Agency SOC Ltd  
Eastern Region  
58 van Eck Place  
Mkondeni  
Pietermaritzburg, 3201

Identification details: Mark the envelope with the tenderer's company name, the project number and description:

CONTRACT SANRAL N.002-300-2020/1

PAVEMENT AND SETTLEMENT REPAIRS ON NATIONAL ROUTE 2 SECTION 30 FROM BUSHVELD RETREAT FARM (km 47.0) TO HLUHLUWE INTERCHANGE (km 55.0)

Tenders must be submitted during hours (09:00 to 16:00) Monday to Friday at the Employer's address.

It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register and deposited in the tender box.

#### **7.3.11. C.2.16 Tender offer validity**

The tender offer validity period is 24 weeks.

Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:

- a) withdraws his tender;
- b) gives notice of his inability to execute the contract in terms of his tender; or
- c) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9,

such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than six (6) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension of the validity period was not accepted by the tenderer. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

**7.3.12. C.3.1 Respond to requests from the tenderer**

The employer shall respond to clarifications received up to twelve (12) working days before tender closing date.

The Employer shall respond to any clarifications from the tenderers emanating from the addenda until 3 working days before tender closing date.

**7.3.13. C.3.2 Issue Addenda**

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

**7.3.14. C.3.4 Opening of tender submissions**

The time for opening of the tender offers via live streaming or at Eastern Region offices are:

Time: 11h00 on 26 April 2024

Location: 58 Van Eck Place, Mkondeni, Pietermaritzburg, 3201

Location: MS Teams link (as indicated in the contract document)

**7.3.15. C.3.7 Grounds for rejection and disqualification**

Prior to disqualification, 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.

In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury and the CIDB in writing.

**7.3.16. C.3.8 Test for responsiveness**

A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.

A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.

**7.3.17. C.3.9 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 and either confirm the tender offers as tendered or accept the corrected total prices.

Where the tenderer elects to confirm the correction of the errors, omissions or 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 the tenderer shall 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 proposed correction of the; errors, omissions or imbalanced rates.

During testing of tender responsiveness, clause C3.8 of CIDB tender conditions will be applicable.

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.

If the Form of Offer is submitted but the Pricing Schedule is omitted, where rate only items are applicable; or 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 and the Pricing schedule is incomplete; or If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer and only summary of Pricing Schedule submitted; then the rates cannot be evaluated and the tender shall be declared non-responsive.

#### **7.3.18. C.3.11 Evaluating price and preference**

- i. 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R2 000 and up to R50 million.
- ii. 90/10 preference point system for acquisition of goods and services for Rand value above R50 million.

Specific goals	Criteria	10 points		20 points	
		Point allocation	Max points	Point allocation	Max points
B-BBEE level	Level 1	10.00	10.00	20.00	20.00
	Level 2	9.00		18.00	
	Level 3	6.00		12.00	
	Level 4	5.00		10.0	
	Level 5	4.00		8.00	
	Level 6	3.00		6.00	
	Level 7	2.00		4.00	
	Level 8	1.00		2.00	
	Non-compliant contributor	0.00		0.00	

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 BBBEE 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.

### **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.

### **Criteria for breaking deadlock**

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.

### 7.3.19. C.3.13 Acceptance of a tender offer

The conditions stated in clauses C..13(a) to (f) of the Conditions of Tender as well as the following additional clauses C.3.13(g) to (k) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause 5.11:

- g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- h) the tenderer has not abused the Employer's supply chain management system;
- i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; and
- j) the tenderer is tax compliant. The recommended tenderer who becomes non-compliant, prior to award, shall be notified and must become compliant within 7 working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 working days of being notified, shall be declared non-responsive.
- k) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. The licensed compensation insurer shall be approved by Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993).
- l) Price Negotiations
  - 1. If the price offered by a tenderer scoring the highest points is not market related, the Organ of state may not award the tender to that tenderer.
  - 2. The Organs of state may –
    - i. Negotiate a market related price with the tenderer scoring the highest points or cancel the tender;
    - ii. If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender;
    - iii. If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender;
  - 3. If a market related price is not agreed as envisaged in paragraph 2(iii), the organ of state must cancel the tender.

In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in paragraph (b). The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following:

- Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances,
- Evaluation of managerial and technical ability & available resources in relation to the proposed tender,
- Integrity Risk Evaluation,
- Operations, Activities, Locations and Key Customers,
- Reference checks from previous clients, and
- Risk rating (i.e. High Risk, Medium to High risk, Medium risk or Low risk) of the tenderer

- Past Contracts comprising the following quantities of work completed satisfactorily and certified by the Engineer to demonstrate capacity and capability in relation to the proposed tender:

<b>COTO CHAPTER</b>	<b>COTO CHAPTER DESCRIPTION</b>	<b>QUANTITY COMPLETED</b>
9	Asphalt Layers	1500 tons

**7.3.20. C.3.16 Registration of the award**

SANRAL will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause C.3.18.

**7.3.21. C.3.17 Provide copies of the contracts**

The number of paper copies of the signed contract to be provided by the Employer is 1.

**7.3.22. C.3.18 Provide copies of the contracts**

All requests shall be in writing.

**7.3.23. SPECIAL CONDITIONS OF TENDER CLAUSES:**

SC3.19 Jurisdiction

Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

## **Part T2: Returnable Schedules**

Notes to tenderer:

1. Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury requirements within them. Returnable schedules are 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 F1)
2. Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.
3. 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.
4. 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:
  - a. 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;
  - b. 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.
5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.

## **8. PART C4: PROJECT INFORMATION**

The consultant presented the scope of works.

### **8.1. Roadworks**

### **8.2. Existing Infrastructure**

According to the information received, the National Route 2 Section 30 was originally constructed in the 1970's with a major rehabilitation in 2001 which was designed to an ES3/ES10 traffic class or design life standard.

The pavement structure provided is as shown below:

1970:

- 300 mm G7 Selected layer

2001:

- 20 mm Cape Seal (S4)
- 150 mm G1 Crushed Stone Base Layer
- 200 mm C3 cement stabilised layer

2013:

- 20/9 Surfacing seal (S2)

### **MAINTENANCE HISTORY**

It is evident that periodic maintenance is undertaken on the project route section. The known interventions are described as above but is not a true reflection of the existing pavement. The current status of the Routine Road Maintenance in terms expenditure is high.

### **EXISTING ROAD**

The existing road section comprises an undivided single carriageway with one 3.7 m lane in each direction and a 2.5 m surfaced shoulder with a gravel shoulder on either side, as measured during the visual assessment of the road section.

The road section includes long lengths of concrete edge beams constructed along the edge of the existing surfacing.

### **EXISTING CROSSROADS**

The road section includes two (2) agricultural overpasses, one at km 47.7 with a crossroad width of 8 m; and one at km 51.27 with a crossroad width of 3.5 m.

### **EXISTING INTERCHANGES**

There is one diamond interchange at Hluhluwe where the R22 crosses with the N2 at km 55.0. It should be noted that only the

southern ramps of the Interchange forms part of this project.

### **CUT AND FILL BATTER SLOPES**

The existing batters seem to be in the order of 1:2 and do not show signs of erosion but are in fact very overgrown.

## ACCESSES

One private access on the road which is located on one of the abnormal (over height) vehicle diversions. The abnormal vehicle

bypass has a direct access at km 47.2. There are no residential areas or settlements in close vicinity of the road.

## ABNORMAL VEHICLE BYPASSES

The road section includes abnormal vehicle diversions (at agricultural overpasses) configured as off- and on ramps to allow over height vehicles to avoid the vertical clearance restriction of the overpasses. The widths of these abnormal vehicle diversions are 8 m.

The Road Section includes two abnormal ramps.

- Ramp 1 is located at km 47.180 to km 47.710 (northbound carriageway towards Pongola).
- Ramp 2 is located at km 51.110 to km 51.570 (southbound carriageway towards Richards Bay).

## BRIDGE

The section of road includes three existing bridges on the N2 Section 30N of which one is a river bridge:

Km	Bridge Number	Bridge Name	Bridge Description	Bridge Co-ordinates	Deck Type
▲ TO MTUBATUBA (RICHARDS BAY)					
47.4	B1036	Ncemane Overpass	Agricultural Overpass 3 Span Bridge	28°04'32.83"S 32°15'50.82"E	Simply Supported
51.29	B1038	Umbizane Overpass	Agricultural Overpass 3 Span Bridge	28°02'38.10"S 32°14'51.35"E	Simply Supported
54.44	B1039	Mzinene River Bridge	River Bridge 2 Span Bridge	28°00'59.10"S 32°14'22.29"E	Continuous

▼ TO PONGOLA

## MAJOR DRAINAGE CULVERTS

The section of the road includes two drainage culverts and two agricultural underpasses.



### 8.3. Critical Works

Project critical works and conditions to be noted are as follows:

- High volume of heavy traffic.
- This will challenge traffic calming and accommodation.

The traffic speeds must be reduced to 80km/h or less and carefully managed.

- This requires nightwork to reduce impact on critical freight to and from the harbour. During daylight two-way traffic must be ensured.
- High rainfall, flooding and overtopping of the N2.
- High rainfall conditions may challenge surface and subsurface drainage works.
- Overtopping events have occurred in Section 2 (km 49.0 to km 50.5) with the floodplain draining very slowly, especially upstream.

### 8.4. Road Works

#### PRE-TREATMENT

The existing road and ramps within the project limits shall receive a pre-treatment in accordance with one or more of the methods described in Chapter 8 of the latest COTO specification. These pre-treatment methods shall include inter alia, the following:

#### Planing

Planing (25mm max.) of the entire project length and over the full width of the existing surfacing. The planing machine shall be equipped with a micro fine milling drum and shall be able to correct existing levels as required. The planing operations shall be so planned that planing with a fog spray applied where required on the planed surfaces (in uniform sections 1 and 3) and both operations shall be completed within the work shift hours before opening to traffic.

The Contractor shall also make provision for shoulder closures as necessary where the planing operations may have caused the complete removal of the existing surfacing on the low side (surfaced shoulders) in which case it shall be repaired with 50mm asphalt under the direction of the Engineer. Structural and surface patch work in uniform sections 1 and 3 shall be completed before planing and crack sealing shall be undertaken after planing operations.

#### Crack sealing

Crack sealing using modified binder class C-R1 or C-E1 and shall be in accordance with the latest publication of TG1. Blowing out of cracks shall be by utilising a hot air lance. Where required or so indicated by the Engineer, a vibratory steel-wheeled roller of between 2 and 4 tons mass with an adjustable amplitude and frequency of vibration shall be utilised to flatten out any ridges.

The planing operations in uniform section 2 shall be so planned for a work shift that planing with the construction of the levelling screed and with sacrificial transverse inclined joints at both ends are completed within the work shift hours before opening to traffic.

Where the vertical difference of the longitudinal joint in opposite lanes are more than 25mm after planing operations, in any of the uniform sections, a temporary solid white 'no overtaking' line shall be applied within the work shift hours of the construction section before opening to traffic.

Asphalt Surface patching (Uniform sections 1 & 3)

- Mill out 50mm
- Inlay 50mm AC (A-E2, 14mm NMPS)
- Application of asphalt reinforcing paving grid (type 2) at the discretion of the Engineer
- Final 50mm AC overlay (A-E2, 14mm NMPS with 10mm precoated rolled-in chips)

Asphalt Base patching or structural patching (Uniform sections 1 & 3)

- Mill out 200mm or to top of existing subbase
- Inlay 150mm (A-E2, 14mm NMPS in 50mm lifts)
- Application of asphalt reinforcing paving grid (type 2) at the discretion of the Engineer
- Inlay 50mm AC (A-E2, 14mm NMPS)
- Final 50mm AC overlay (A-E2, 14mm NMPS with 10mm precoated rolled-in chips)

Should the patch size limit the use of the specified A-E2 binder, the use of conventional 50/70 Penetration Grade Binder shall be permitted in the asphalt, but subject to the written approval by the Engineer after an approved trial section has been completed.

#### **PAVEMENT REHABILITATION AND ASPHALT OVERLAY**

In uniform section 2, multiple failures that resulted from active clayey materials present in the fill and in-situ materials are affecting undulations with relatively short wavelengths and therefore increasing the dynamic loading on the pavement structure. The undulations are such that drivers may lose control of their vehicles over these sections. It is imperative that these undulations are corrected by planing of the existing surfacing and an accompanying asphalt screed. It may be required to undertake multiple planing operations over the same construction section with or without multiple levelling screed operations.

The existing route section camber is substandard and corrections by planing and the construction of subsequent asphalt layers are aimed to remedy the substandard camber.

Payment for preparatory work for the improvement of the riding quality and substandard camber is allowed for under pay item C5.5.2.1 and testing allowed for, inter alia, under pay item C9.1.14.

#### **PAVEMENT REHABILITATION AND ASPHALT OVERLAY**

Large area pavement rehabilitation in Uniform Section 2 shall entail the following:

- Plane existing surfacing
- Overlay 50mm to 70mm AC levelling screed layer 1 (A-E2, 14mm NMPS)
- And repeated, if required. Riding quality measurements shall be submitted before and after the planing operations and construction of the levelling screed.
- Fibreglass asphalt reinforcement grid (type 2) layer 1
- Overlay 50mm AC layer 2 (A-E2, 14mm)
- Fibreglass asphalt reinforcement grid layer (type 2) layer 2
- Overlay 50mm AC layer 3 (A-E2, 14mm)
- Fibreglass asphalt reinforcement grid layer (type 2) layer 3

- Final Overlay 50mm AC layer 4 (A-E2, 14mm with 10mm precoated rolled-in chippings)

All asphalt surface- and structural patching, as well as asphalt overlay(s) or lifts, shall include a bond coat(s) as a first application on all repairs, be it on a first or subsequent asphalt layer(s) to ensure adequate bonding with the underlying substrate layer. The vertical sides of the excavation or adjoining layer shall also receive a bond coat.

## **ASPHALT SURFACING**

### **CARRIAGEWAY**

Once all the patches and repairs are complete the entire roadway will receive a bond coat followed by a 50 mm AC with 10 mm precoated rolled-in chips.

### **INTERCHANGES/ INTERSECTIONS AND BYPASSES**

Hluhluwe Interchange Southern ramps and abnormal vehicle bypasses:

Once all the patches and repairs are complete the entire roadway will receive a bond coat followed by a 50 mm asphalt surfacing with 10mm precoated rolled-in chips.

### **ASPHALT SURFACING**

Overhead Structures:

The vertical clearance of the overpass structures is such that no increase in the pavement surfacing level is permitted and existing top of surfacing levels shall be maintained at the overpass structures for a minimum length of 25m from the bridge deck centre in either direction along the N2-30.

It is a requirement that the existing surfacing on the N2-30 be overlaid (50mm AC) and to maintain the bridge clearances.

The result of the above requires that the repaired pavement shall be milled off to a depth of at least 50mm below the existing surfacing levels for a minimum length of 25m from the bridge deck centre in either direction along the N2-30 and overlaid with the asphalt layer as specified.

To tie in the lowered inlay rehabilitation sections under existing overpasses with the new surfacing levels, a minimum 1:40 taper (2m length for 50mm vertical height difference) shall be milled out away from the lowered section in either direction along the N2-30 and backfilled with the specified asphalt in multiple layers if required, of 50mm minimum each. Longer tie-in sections may be required for practicality, but shall each be limited to 20m in length.

The above shall apply to the following structures:

- B1036 Ncemane Overpass - km 47.40
- B1038 Unbizane Overpass – km 51.290
- B868 Hluhluwe Interchange – km 54.980 – pavement rehabilitation to end not closer than 30 m south of the bridges.

## **8.5. Slope Stabilisation**

Slope protection measurements to be incorporated between km 49.050 and km 50.250 on both the upstream and downstream side of the floodplain.

- Upstream: Backfilling of the slope with a biodegradable erosion control blanket.
- Downstream: Embankment repair, upgrade shoulder with concrete and stone pitching onto gabion erosion protection.

## 8.6. Drainage

### SUBSOIL DRAINS

Subsoil drains are to be installed at the following locations northbound towards Pongola (LHS):

From Km	To km	Length m
47,250	47,290	40,000
47,380	47,480	100,000
50,780	50,840	60,000
53,040	53,360	320,000
54,18	54,2	20,000
54,72	54,96	240,000
<b>TOTAL LENGTH</b>		<b>780</b>

Subsoil drains are to be installed at the following locations southbound towards Richards Bay (RHS):

From Km	To km	Length m
47,380	47,480	100,000
47,520	47,800	280,000
48,480	48,680	200,000
50,360	50,600	240,000
50,820	50,880	60,000
51,000	51,500	500,000
52,700	52,940	240,000
53,680	53,800	120,000
54,180	54,200	20,000
54,200	54,320	120,000
54,740	54,960	220,000
<b>TOTAL LENGTH</b>		<b>2100</b>

### CONCRETE LINED DRAINS

Type F concrete lined drains are to be installed on top of the subsoil drains at the following locations northbound towards Pongola (LHS):

From km	To (km) km	Length m
47,250	47,290	40
47,380	47,480	100
50,78	50,84	60
53,040	53,360	320
54,18	54,2	20
54,72	54,96	240
<b>TOTAL</b>		<b>780</b>

Concrete lined drains Type E are to be installed at the following locations southbound towards Richards Bay (RHS):

From km	To km	Length m
47,380	47,480	100,000
47,520	47,800	280,000
48,480	48,680	200,000
50,360	50,600	240,000
50,820	50,880	60,000
51,000	51,500	500,000
52,700	52,940	240,000
53,680	53,800	120,000
54,180	54,200	20,000
54,200	54,320	120,000
54,740	54,960	220,000
<b>Total</b>		<b>2100</b>

## 8.7. Structures

### BRIDGES

B1036 Ncemane Overpass at chainage 47.4km

- Guardrails to be installed at edge of surfacing to protect piers and abutments.

B1038 Umbizane Agricultural Overpass at chainage 51.29km

- Guardrails to be installed at edge of surfacing to protect piers and abutments.

B1039 Mzinene River Bridge at chainage 54.44km

- Replace existing deck surfacing and bridge joints.
- Clean bridge scuppers.
- Clear debris from deck sides
- Replace missing grid inlet covers to stormwater chamber.

### CULVERTS

IDC3761 Morrisfield Agricultural Underpass at chainage 48.94km

- Clear debris from inside of culvert.
- Pressure wash inside faces of culvert.
- Crack-injection and fill structural cracks.
- Replace missing grid inlet covers to stormwater chamber.

C379 Ncemane River Tributary 1 at chainage 49.14km

- Clear debris from inside of culvert.
- Pressure wash inside faces of culvert.
- Crack-injection and filling structural cracks.

- Clear and grub behind gabions and backfill.

C380 Nceman River Tributary 2 at chainage 50.27km

- Pressure wash inside faces of culvert.
- Clear debris from inside of culvert.
- Crack-injection and fill structural cracks.

## 8.8. Ancillary Works

### GUARDRAILS

All the guardrails along the Road Section needs to be upgraded to the required standard. Guardrails are located at the following locations:

Northbound towards Pongola (LHS):

No.	Description	From (km)	To (km)	Side of the Road	Length (m)
1	Guardrail	53,420	53,640	LHS	220,00

Southbound towards Richards Bay (RHS):

No.	Description	From (km)	To (km)	Side of the Road	Length (m)
2	Guardrail	49,040	49,380	RHS	340,00
3	Guardrail	49,920	50,340	RHS	420,00
4	Guardrail	52,420	52,640	RHS	220,00
5	Guardrail	53,420	53,640	RHS	220,00
<b>TOTAL LENGTH</b>					<b>1200,00</b>

Hluhluwe Interchange On-ramp (South):

No.	Description	From (km)	To (km)	Side of the Road	Length (m)
6	Guardrail			On-ramp LHS	100,00
7	Guardrail			On-ramp RHS	100,00
<b>TOTAL LENGTH</b>					<b>200,00</b>

Hluhluwe Interchange Off-ramp (South):

No.	Description	From (km)	To (km)	Side of the Road	Length (m)
8	Guardrail			Off-ramp LHS	390,00

### ROAD SIGNAGE

Most of the road signage along the road section is missing or in disrepair. Therefore, all road signage will be replaced along the road section.

### ROAD MARKINGS AND ROAD STUDS

Retroreflective road marking will be added to the road surface over the full route at once the roadworks is complete.

Thermoplastic road marking will be applied prior to the end of the defect's liability period.

The existing road marking is to be installed to the current layout. The contractor shall survey the existing road marking prior to commencement with work.

New road studs will be instated as per the road marking alignment.

#### **FENCING**

Urgent repair works to be completed where required.

#### **ROAD RESERVE FINISHES**

Road reserve finishes will apply.

#### **ROAD SIGNAGE**

- Most of the road signage along the road section is missing or in disrepair. Therefore, all road signage will be replaced along

the road section.

#### **ROAD MARKINGS AND ROAD STUDS**

Retroreflective road marking will be added to the road surface over the full route at once the roadworks is complete.

Thermoplastic road marking will be applied prior to the end of the defect's liability period.

The existing road marking is to be installed to the current layout. The contractor shall survey the existing road marking prior to commencement with work.

New road studs will be instated as per the road marking alignment.

#### **FENCING**

Urgent repair works to be completed where required.

#### **ROAD RESERVE FINISHES**

Road reserve finishes will apply.

### **8.9. Maintenance Work**

The maintenance of the route within the limits of construction (km 47.0 to km 55.0) will be the responsibility of the Contractor during the implementation of the project.

This will include the following maintenance works:

- Cleaning of the earth drains and culverts and maintenance for the full duration of the project;
- Cutting the grass along the road edge within the road reserve;
- Collection and disposal of litter within the road reserve;
- Repairing of potholes in the sections of road open to traffic;
- Responding to emergencies as required within the works area.
- Fencing repairs
- Pothole Repairs
- Attending to accidents

## 9. QUESTIONS

The following question was asked during the Clarification Meeting:

No.	QUESTION	ANSWER
1.	Can the traffic be accommodated two-way.	Yes, two-way traffic must be maintained during day-time between 07:00 and 17:00. Limited stop-go operations will be allowed for patchwork / emergency work during daytime if the Engineer approves the work. This means that shoulder closure will be allowed if two-way traffic can be accommodated. The Engineer must however approve this on site.

## 10. SITE DRIVE

A site visit was completed via bus after the presentation.

## 11. CLOSE

A final row call was completed and the final A1 forms were signed. The meeting closed at 14h00.

## 12. QUESTIONS SUBMITTED IN WRITING BEFORE THE MEETING

None

**13. QUESTIONS SUBMITTED IN WRITING AFTER THE MEETING**

No.	QUESTION	ANSWER
1.	I would like to ask how we are going to make submission in a flash drive for Hluhluwe tender. I actual need an email where we can send a bid proposal in a flash drive.	<p>Tenderers are referred to the tender notice which indicates the following <i>“Telegraphic, telephonic, telex, email, facsimile and late tenders <u>will not be accepted</u>”</i>.</p> <p>Tender proposals on a flash drive must be submitted in a tender box located at the reception area at the following address:</p> <p>The South African National Roads Agency SOC Ltd</p> <p>58 Van Eck Place</p> <p>Mkondeni</p> <p>Pietermaritzburg</p> <p>3201</p>

**The South African National Roads Agency SOC Limited**

**P.O. Box 415**

**Pretoria**

**0001**

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

**TENDER:** SANRAL CONTRACT N.002-300-2020/1

**CONTRACT TITLE:** PAVEMENT AND SETTLEMENT REPAIRS ON NATIONAL ROUTE 2 SECTION 30 FROM BUSHVELD RETREAT FARM (km 47.0) TO HLUHLUWE INTERCHANGE (km 55.0)

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](mailto: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.**