

REQUEST FOR QUOTATION (RFQ)



RFQ NUMBER: KZN/RAIL/08/05/2022/013/Q

REQUEST FOR QUOTATION (RFQ) FOR: MAINTENANCE OF SETS (TURNOUTS, SLIPS, AND DIAMOND CROSSINGS) (FOR A PERIOD OF 36 MONTHS) FOR PRASA KZN REGION

SECTION 1: SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)					
BID NUMBER:	KZN/RAIL/08/05/2022/ 013/Q	CLOSING DATE:	18 August 2022	CLOSING TIME:	12:00
DESCRIPTION	MAINTENANCE OF SETS (TURNOUTS, SLIPS, AND DIAMOND CROSSINGS) (FOR A PERIOD OF 36 MONTHS) FOR PRASA KZN REGION				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
<p><u>TENDER BOX NO. 04</u></p> <p>The Bid envelopes must be deposited in the PRASA tender box No. 04 which is located at the main entrance of:</p> <p>PRASA, METRORAIL KZN, 65 MASABALALA YENGWA AVENUE, GREYVILLE, DURBAN STATION, ROOF LEVEL ENTRANCE, 4001,</p> <p>ON OR BEFORE CLOSING DATE AND TIME</p> <p>PLEASE ENSURE YOU SIGN THE SUBMISSION REGISTER</p>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Rani Padayachee				
TELEPHONE NUMBER	031 8130138				
E-MAIL ADDRESS	rani.padayachee@prasa.com				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.

- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID NVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

NB:

- *Quotation(s) must be addressed to PRASA before the closing date and time shown above.*
- *PRASA General Conditions of Purchase shall apply.*

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

Proposals must reach the PRASA before the closing hour on the date shown on SBD1 above, and must be enclosed in a sealed envelope.

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

- 2.1 Only those Respondents who satisfy the following pre-qualification or eligibility criteria are eligible to submit quotations as per section 3.

3 COMMUNICATION

Respondent/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or PRASA employee in respect of this RFQ between the closing date and the date of the award of the business.

4 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time.

6 PRICING

All prices must be quoted in South African Rand on a fixed price basis, including VAT.

7 BINDING OFFER

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 DISCLAIMERS

PRASA is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that PRASA reserves the right to:

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Quotations, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- Make no award at all.
- Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or developmental consideration; or

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract. PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

Should the preferred fail to sign or commence with the contract within a reasonable period after being requested to do so, PRASA reserves the right to award the business to the next highest ranked Respondent provided that he/she is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by PRASA's Legal Counsel, prior to consideration for an award of business.

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on

the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, PRASA will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, PRASA requires Respondents to process any personal information disclosed by PRASA in the bidding process in the same manner.

12 EVALUATION METHODOLOGY

PRASA will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; verify completeness of warranties and other bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **90 Business Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

15 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), on CIDB website for construction related RFQ's.

16 RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

17 Mandatory Returnable Documents

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

SECTION 3

1 EVALUATION CRITERIA:

NB: Compliance Checklist Requirements **for all Services/Goods and works**

If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:

No.	Description of requirement	
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFQ documentation	
c)	Completed, Signed and Stamped Commissioner of Oaths	
g)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	
h)	Contractors must quote on all items listed on the BOQ	
i)	Bidders to complete submission register when dropping off bids into the tender-box	
	Proven experience: three or more traceable reference letters of successfully completed similar works by the Contractor in the last six years. The reference letters must be on a company letterhead that service was provided to	
j)	A VALID Category 'C' certificate of Authority must be obtained by Track Masters. These certificates must form part of the returnable documents including the certificate as track master.	
k)	Two VALID Flagmen certificates from reputable service provider. The certificates must form part of the returnable documents.	

The following documents are non-mandatory and where not submitted, Prasa may request the documents and must be made available at the time of request:

No.	Description of requirement	
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
d)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
e)	CSD report / CSD reference number	

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2.1 Stage4- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points] Preference Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table indicated in [Section 8 B-BBEE claim form](#).

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Annexure:**

- Prices must be quoted in South African Rand, inclusive of VAT.
- Price offer is firm and clearly indicate the basis thereof.
- Pricing Bill of Quantity is completed in line with schedule if applicable.
- Cost breakdown must be indicated.
- Price escalation basis and formula must be indicated.
- To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:

- 9 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
- 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
- 11 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
- 12 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

I / We _____ (Insert Name of Bidding Entity) of
 _____ code _____
 (Full address) conducting business under the style or title of: _____
 represented by: _____ in my capacity as:
 _____ being duly authorised, hereby offer
 to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule of
 quantities or, where these do not form part of the contract, at a lumpsum, of R
 _____ (amount in numbers);
 _____ (amount in words) Incl. VAT.

DELIVERY PERIOD: Suppliers are requested to offer their earliest delivery period possible.

Delivery will be effected within working days from date of order. (To be completed by Service provider)

SECTION 4

PRASA GENERAL CONDITIONS OF PURCHASE

General

PRASA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between PRASA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by PRASA. No servant or agent of PRASA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by PRASA in the order/contract.

Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet

its Local obligations, non-compliance penalties shall be applicable. Breach of Local Content obligations also provide PRASA cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract.

The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. PRASA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to PRASA when accepted by PRASA.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, PRASA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, PRASA may return the rejected items to the Supplier at the Supplier's risk and

expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to PRASA.

In the case of service, the Supplier corrects non-conformances as indicated by PRASA.

Warranty

Without prejudice to any other rights of PRASA under these conditions, the Supplier warrants that the items are in accordance with PRASA's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by PRASA.

Indemnity

The Supplier indemnifies PRASA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship. The Supplier indemnifies PRASA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by PRASA.

Assignment and sub-contracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of PRASA.

Termination

PRASA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to PRASA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of PRASA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

SECTION 5

DECLARATION OF INTEREST

SBD4

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:
.....
- 2.2 Identity Number:
.....
- 2.3 Position occupied in the Company (director, shareholder etc):
.....
- 2.4 Company Registration Number:
.....
- 2.5 Tax Reference Number:
.....
- 2.6 VAT Registration Number:
.....

* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;

- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors **YES / NO**
shareholders / members or their spouses conduct business
with the state in the previous twelve months?

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PRASA'S GENERAL CONDITIONS OF TENDER AS STIPULATED IN THE RFQ SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

SECTION 6

B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable.

1.3 Either the **80/20** preference point system shall be applicable to this bid.

1.4 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Black designated group”** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **“Black People”** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 **“CIPC”** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with
- 2.14 disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.15 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.16 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.17 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.18 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.19 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.20 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.21 **“non-firm prices”** means all prices other than “firm” prices;
- 2.22 **“person”** includes a juristic person;
- 2.23 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.24 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.25 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 2.26 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- 2.27 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.28 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.29 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.30 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.31 **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.32 **“Treasury”** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.33 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.34 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.35 **“Youth”** meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore, EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering business or filing annual returns. In these instances, PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.

6.2 B-BBEE Status Level of Contribution: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	--

DECLARATION OF COMPANY’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Company Document must form part of all RFQs invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The RFQ of any Company may be disregarded if that Company, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the RFQ.**

Item	Question	Yes	No
4.1	<p>Is the Company or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><i>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</i></p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		

.2	Is the Company or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Company or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Company and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Company

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

1. This Standard Company Document (SBD) must form part of all RFQs¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Company (or RFQ rigging).² Collusive Company is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the RFQ of any Company if that Company, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Company process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when RFQs are considered, reasonable steps are taken to prevent any form of RFQ-rigging.
5. In order to give effect to the above, the attached Certificate of RFQ Determination (SBD 9) must be completed and submitted with the RFQ:

¹ Includes price quotations, advertised competitive RFQs, limited RFQs and proposals.

² RFQ rigging (or collusive Company) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Company process. RFQ rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

I, the undersigned, in submitting the accompanying RFQ: _____ (Quotation Number and Description) in response to the invitation for the RFQ made by: _____
 _____ (Name of Institution) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of Company) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying RFQ will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the Company to sign this Certificate, and to submit the accompanying RFQ, on behalf of the Company;
3. Each person whose signature appears on the accompanying RFQ has been authorized by the Company to determine the terms of, and to sign the RFQ, on behalf of the Company;
4. For the purposes of this Certificate and the accompanying RFQ, I understand that the word "competitor" shall include any individual or organization, other than the Company, whether or not affiliated with the Company, who:
 - a. has been requested to submit a RFQ in response to this RFQ invitation;
 - b. could potentially submit a RFQ in response to this RFQ invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the Company and/or is in the same line of business as the Company
5. The Company has arrived at the accompanying RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor.
6. However communication between partners in a joint venture or consortium³ will not be construed as collusive Company.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a RFQ;
 - e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
 - f. Company with the intention not to win the RFQ.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
9. The terms of the accompanying RFQ have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFQs and contracts, RFQs that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority
11. (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature	Date
.....
Position	Name of Company

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION 9

COMMISSIONER OF OATH

I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at _____ on this the _____ day of _____ 20____, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

SECTION 10

PROJECT SPECIFICATION PART A: GENERAL

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PART A: GENERAL

A.1 SCOPE OF WORK

This contract covers the work necessary for the maintenance of sets (turnouts, slips and diamond crossings) on the PRASA KZN Region, and any other work arising out of, or incidental to the above or required from the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract documents.

A.2 ADMINISTRATION OF THE CONTRACT

For the purpose of this contract, "Engineer" means the Regional Perway Engineer, PRASA or his/her duly authorised representative or any person lawfully acting in that capacity.

A.3 CHANGE OF NAME

Wherever reference is made to "South African Railways"; "South African Railways and Harbours"; "South African Transport Services"; "Administration"; "SPOORNET" or "Transnet" in the Standard Specifications, as listed in clause A.14 below, it shall be changed to read "PRASA KZN".

A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL

The following specifications, instructions and documents shall, inter alia, form part of this contract:

- (i) The project specification
- (ii) The schedule of quantities
- (iii) Specification for Railway Trackwork E10 (1996) General as well as the following sub-specifications thereto:
 - E.10/11 Survey and setting out of track alignment and referencing
 - E.10/13 Miscellaneous
- (iv) Manual for track maintenance (2000)
- (v) Specification for safety arrangements and procedural compliance with the Occupational Health and Safety Act: Act 85 of 1993 and Regulations E.4E
- (vi) General conditions of contract for maintenance of Assets
- (vii) Specification for Works on, over, under or adjacent to Railway lines and near High Voltage Equipment, SPK7/1 (September, 1999).

A.5 CONSTRUCTION REGULATION REQUIREMENTS

A.5.1 The Construction Regulations, 2014, an addition to the Occupational Health and Safety Act, 1993, will be applicable to this contract. The contractor is to ensure familiarity with and compliance to the regulation. The regulation can be obtained from the Department of Labour. The contractor is to ensure that the prices tendered for this contract make allowance for all the requirements of the regulation. PRASA KZN will consider the prices tendered to include the requirements of the regulation.

A.5.2 As part of the Construction Regulations, 2014, PRASA KZN has to provide the following documentation to the contractor:

- (i) Risks on site
A preliminary risk assessment has been done by the Technical Officer in charge of this contract. This can be found in Annexure 1. This serves to highlight to the Contractor, the risks and hazards on the site of works. This will assist with the compilation of the health and safety programme, the method statement as well as the prices tendered by the contractor.
- (ii) Aspects that must be covered in the Health and Safety Programme
To assist with the compilation of the Health and Safety Programme by the contractor, PRASA KZN has provided a list of elements which should be found in the plan. This can be found in Annexure 2. This list is not necessarily complete and the contractor is allowed to include other elements which are deemed important. Refer to clause A.6.1.1.3 for further details of the composition of the Health and Safety Programme. The Health and Safety Programme, as submitted by the contractor, will be discussed and amended, if necessary before work on site begins (Refer to clause A.6.1.1.4).

- (iii) Safety specifications of PRASA KZN
The SPK 7/1 and the E.4E specifications are included as part of the tender document.

A.6 COMPLIANCE DOCUMENT

A.6.1 The following documents must accompany the bid.

A.6.1.1 Proof of Competency

A.6.1.1.1 Proven experience with traceable reference in a form of three or more letters of similar projects successfully completed by the Contractor in the last six years.

A.6.1.1.2 Category 'C' Certificate

A.6.1.2.1 A Category 'C' certificate of Authority must be obtained by Track Masters. This certificate must form part of the returnable documents including the certificate as track master.

A.6.1.3 Flagmen

Two Flagmen certificates from reputable service provider. This certificate must form part of the returnable documents.

A.6.2 Failure to provide these documents with the tender submitted will render the bid incomplete and the tender will therefore not be considered for award of business.

A.7 CONSTRUCTION PROGRAMME

Void

A.8 SECURITY AND RETENTION

Void.

A.9 DURATION OF CONTRACT

See Clause B.3

A.10 PENALTIES FOR LATE COMPLETION

Void

A.11 MATERIAL AND LABOUR TO BE SUPPLIED BY METRORAIL

PRASA KZN will provide the following material and labour free of charge:

- (i) All permanent way material required for the execution of the WORKS, but excluding the material as detailed in clause 3.2 of the E10-1996 General Specification.
- (ii) A Track Master and two to three flagmen for the protection of trains only.

A.12 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR

A.12.1 The Contractor shall provide all Supervision, Labour and Machinery necessary for the proper execution and completion of the WORKS.

A.12.2 Metrorail supports B.B.B.E.E. The Contractor shall make extensive use of labour of the local communities. When called upon by the Engineer, the Contractor shall provide documentary proof in this regard.

A.12.3 The Contractor shall supply a fully qualified Track Master to supervise on site activities.

A.12.4 The Contractor shall provide the two flagmen (Track helpers) for the Protection of his personnel at the working site/s.

A.13 PENALTIES FOR DELAYS TO RAILWAY WAGONS

Void

A.14 SITE

The location and extent of the site is various localities within the PRASA KZN region. Access to the site is by public roads as well as by the service roads along the railway line. The Contractor must acquaint himself/herself with the available access to the site and the condition of the roads during the site inspection. Metrorail will not be liable to ensure all weather passage on the service roads.

No housing of employees of the Contractor will be allowed on the property of PRASA KZN and the Contractor shall make his/her own arrangements for the housing of his employees.

A.15 SITE SERVICES

The Contractor shall make his/her own arrangements for the supply of water (for all purposes), light, power, sanitation and telephones, as required on the site.

A.16 SERVICES

Where the position of a known service cannot be determined with sufficient accuracy, by visual inspection, the Contractor shall open up and make further investigation before commencing with any of his/her activities related to the maintenance of sets in that vicinity, so that the position of such services may be determined with sufficient accuracy. Thereafter the Contractor shall assume responsibility for all known services.

The Contractor shall take all reasonable precautions to protect existing services during his/her activities on the site, and any known service damaged as result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer. If a known service is damaged, the Engineer must be notified immediately and all work on site must stop until the extent of the damage is quantified.

A.17 CLEARING OF SITE

The Contractor shall clear the site for his/her camp and the cost thereof shall be included in the rates tendered. The contractor is to ensure that each site on which he/she works is cleared of all waste on completion of the day's work. The waste must be disposed off at a registered dumping site. Final payment will not be made unless all waste is removed from site and the site is clean.

A.18 HOURS OF WORK

Attention is directed to the provision of clause 9 of the GCC. No work will be permitted outside normal working hours, on Sundays; Saturdays and Public Holidays, unless the permission of the Engineer has been obtained in writing.

The permission will only be granted to suit occupation periods granted or in other exceptional circumstances and under such conditions the Engineer may decide.

Normal working hours shall mean the period from 09:00 to 15:00 on normal weekdays.

A.19 OCCUPATIONS AND WORK PERMITS

Total occupations and work permits will only be granted for the installation of rails. The maximum duration of occupations/work permits will normally not exceed six hours nor be less than three hours. Occupations/work permits will normally be granted from 09:00 to 15:00 on weekdays. The Contractor shall apply for occupations/work permits, or "work between trains permits" 21 days in advance. Late applications will not be considered. Penalties for late completion will not be waived should the contractor not apply for occupations in time.

A.20 PENALTIES FOR ILLEGAL OCCUPATION

The Contractor is not allowed to work on site without an occupation notice or the required protection. Should the Contractor perform any work on site, without an occupation notice or without the required protection, then the

Contractor shall pay to PRASA KZN , a penalty of R10, 000.00 (Ten Thousand Rands) or shall be black listed and not be allowed to tender for any work at PSASA KZN. The decision as to the penalty for illegal occupation will be made by the Engineer. Also refer to clause A.28 for the tool that will be used to evaluate the performance of the Contractor.

A.21 CO-OPERATION WITH METRORAIL 'S TRAIN SERVICES PERSONNEL

The Contractor shall liaise and cooperate with the staff of PRASA KZN during any type of occupation at all times and in all respects, to obviate any delays. Should any train service be affected due to the negligence on the part of the Contractor, penalties will be raised in terms of clause 16 of the SPK 7/1 Specification. See clause A.22 for amounts that will be charged for delays to the train service.

A.22 PENALTIES FOR DELAYS TO TRAINS

Should the Contractor cause delays to the train service, either by late finish of daily occupation or inability to comply with the working programme and scheduled occupations, then the Contractor shall pay to the PRASA KZN Region a penalty of R80.00 per minute per train that was delayed.

A.23 SAMPLES AND TESTING

Where applicable, all material supplied by the PRASA KZN shall comply with the latest specification.

A.24 SITE MEETINGS

Site liaison meetings will be arranged by the Engineer as necessary. The Contractor or his/her duly authorised representative shall be available when called upon to attend site meetings with the Engineer or his/her representative.

A.25 DAY WORK

No work shall be performed on a day work basis in terms of clause 16 of the GCC, unless ordered by the Engineer.

Day work rates tendered per hour, should include all overhead charges, transport to and from the site, use of tools and equipment and any direct costs as set out in clause 16 of the GCC.

A.26 PLANT HIRE

In the Schedule of Quantities and Prices, no provision has been made for plant required to be used on the WORKS. Tendered rates per hour shall include all costs for the operation of such plant, including operator, fuel, incidentals and any other indirect costs to tender such plant operational in terms of clause 16.1 of the GCC.

A.27 LABOUR AND PLANT RETURNS

Labour and Plant returns are required to be submitted weekly by the Contractor to the Engineer giving the following information:

- (i) All labour engaged on the site for each working day.
- (ii) All plant engaged on site for each working day.
- (iii) Progress in (%) percent.

A.28 SITE INSTRUCTION BOOK AND SITE DIARY

A.28.1 PRASA KZN will provide a site instruction book for any instructions that need to be issued to the Contractor. The Contractor will have to sign for all instructions issued and will be issued with copies of the instructions.

A.28.2 The contractor will be responsible for keeping a site diary with all information related to the contract. This diary will have to be kept to make record of rain delays, production for the day, visitors to the site, expected date of material delivery, material delivered daily, labour and plant on site each day, etc. This will have to be filled in daily and will be called for should there be a request for an extension in contract period.

A.29 PERFORMANCE EVALUATION OF CONTRACTOR

This contract and the Contractor's performance will be evaluated. The evaluation document can be found in Annexure 3. The evaluation will be done monthly by the Engineer in conjunction with the Contractor. This evaluation document will be used as a reference for future contract award by PRASA.

A.30 MEASUREMENT AND PAYMENT

Measurement and payment will be as per the schedule of quantities. See clause B4 for details of the schedule of quantities.

A.31 INCREASE OR DECREASE IN COSTS OR ESCALATION

No contract adjustment or escalation factors are applicable to this contract.

A.32 VALUE-ADDED TAX

- (i) Value added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices/Summary of Prices for the lump sum addition of value added tax.
- (ii) The total price inclusive of Value-added Tax shall be carried forward to the Tender form.
- (iii) Value-added Tax shall be reflected on monthly contract payment certificate but paid separately on the presentation of a VAT-invoice by the contractor.
- (iv) The value of work reflected on the VAT-invoice must correspond with the net amount indicated on the contract payment certificate.

A.33 INSURANCE

The Contractor will be responsible for insurance of all tools equipment; vehicles and labour that will be use for his/her contract, as per clause 39 of the GCC.

PART B

MAINTENANCE OF SETS

B.1 SCOPE

This specification covers the work necessary for the maintenance of sets (turnouts, slips and diamond crossings).

B.1.1 The work includes: -

B.1.2 FETTLING

Fettling shall include the following tasks:

- (i) All screws and bolts on a set are to be fastened.
- (ii) All missing screws and bolts are to be replaced.
- (iii) All lubrication is to be carried out.
- (iv) All ballast is to be boxed in correctly and a clearance of 50mm from the underside of the point's blade to the ballast is to be provided throughout the sweep of the blade.

B.1.3 RE-GAUGING, GEOMETRY RECTIFICATION AND MATERIAL REPLACEMENTS

These tasks shall be performed for each set under dayworks:

- (i) All re-gauging required.
- (ii) All geometry rectification required (cant, lining and top).
- (iii) Replacement of all worn or missing material.
- (iv) Replacement of stock and switches.

B.2 PRODUCTION

It is a requirement of the contract that the Contractor shall perform complete maintenance upon a minimum of 25 to 30 sets in any 30-day period.

B.3 DURATION

This contract shall commence within 2 weeks of its award and the contract shall terminate after a period of 36 months or attaining a value of R 3 600 000.00 incl. vat (three million six hundred thousand rand incl. vat) whichever comes first.

B.4 SUPPORTING SPECIFICATIONS AND ORDER OF PRECEDENCE OF DOCUMENTS

The following specifications and documents shall, inter alia, form part of this contract and the order of precedence shall be as follows:

- (i) The Project Specification (this specification).
- (ii) The Schedule of Quantities
- (iii) Specification for Railway Trackwork E10 (1996) General as well as the following sub-specifications thereto:
 - E.10/11 Survey and setting out of track alignment and referencing
 - E.10/13 Miscellaneous
- (iv) The Permanent Way Instructions.
- (v) The E 4 specifications.
- (vi) General conditions of contract for maintenance of Assets
- (vii) Specification for Works on, over, under or adjacent to Railway lines and near High Voltage Equipment, SPK7/1 (September 1999).

B.2.1 The E 10 specification and The Permanent Way Instructions documents are available for inspection at the office of the Regional Engineer, Metrorail, KZN. A copy of each shall be supplied to the successful tenderer upon request at a fee. All applicable sections, sub-specifications and annexure of these documents shall apply with the exception of the clauses, which specify items for the schedule of quantities.

B.5 OCCUPATIONS

A “between trains” occupation between 09h00 and 15h00 on weekdays (Mondays through Fridays) shall be granted. Written applications for occupations must be made by the Contractor via the Regional Engineer’s office three weeks prior to the date for which the occupation is required.

B.6 STANDING TIME

When the Contractor has been ordered to work and is available for work, but is not working due to a requirement, act or fault on the part of PRASA or any other Contractor working for Metrorail, the Contractor will be paid standing time.

B.6.1 Only for time falling within the hours of duty specified.

B.6.2 Inclement weather.

An authorised representative of PRASA must certify the time claimed as standing time.

B.7 PROTECTION

See clause A.12

B.8 SECURITY AND RETENTION MONEY

No security and retention are applicable to this contract.

B.9 ESCALATION

No contract price adjustment factors are applicable to this contract.

B.10 TO BE SUPPLIED BY THE CONTRACTOR

B.10.1 The Contractor shall supply all labour, plant, consumable materials, tools, safety equipment and fuel necessary for the completion of the works unless otherwise stipulated elsewhere in this specification.

B.10.2 The Contractor shall provide all measuring teams and equipment and shall perform and record all measurements, relating to work, deemed necessary by the Engineer.

B.10.3 The Contractor or his teams will not be allowed into the operating tunnel without the necessary personal protective equipment necessary such as high visibility vests, safety boots, and gloves.

Metrorail reserve the right to inspect all tools and equipment on site at any given time.

B.11 TO BE SUPPLIED BY METRORAIL

B.11.1 PRASA KZN will provide the following material and labour free of charge:

- (i) All permanent way material required for the execution of the WORKS, but excluding the material as detailed in clause 3.2 of the E10-1996 General Specification.
- (ii) A Track Master and two to three flagmen for the protection of trains only.
- (iii) All set components and fastenings that require replacement, such material will be supplied to the Contractor at the Regional Engineer’s store at Springfield in Durban.

B.11.2 Material supplied by PRASA will be either new or good second hand.

B.12 RELEASED MATERIAL

All released material remains the property of PRASA. The Contractor shall return all material to the SCM store at Springfield in Durban.

B.13 TRANSPORTATION OF MATERIAL

The Contractor is to arrange for all transportation of material at his/her own cost

B.14 CARE OF MATERIAL

The Contractor will be held responsible for the care of all material supplied to him/her from the SCM store until such time as the material is placed into track and the work on that particular set is complete.
The Contractor will be held responsible for all released material until it is handed in at the SCM store.
The Contractor shall reimburse PRASA for any material that is lost, damaged or stolen whilst in his/her care.

B.15 PRIORITY OF WORK

The maintenance of sets is to be carried out in the order as agreed upon by the PRASA Track Manager and the Contractor.

B.16 ALTERNATIVE WORK

Due to operational requirements, inclement weather or other unforeseen circumstances not due to any fault on the part of the Contractor, PRASA KZN may require the Contractor to perform alternative work on the PRASA KZN Region. Such works shall be carried out on an hourly rate.

B.17 INSPECTIONS AND MEETINGS

PRASA KZN shall carry out such spot inspections, as the Regional Engineer deems necessary to verify the quality of the work performed, the accuracy of records, and safety on the work site. The Contractor is required to attend all inspections and meetings that may be deemed necessary by the Regional Engineer.

B.18 PENALTIES

If, in the opinion of PRASA;

B.18.1 The workmanship is not satisfactory,

B.18.2 The work is not completed timelessly,

B.18.3 The reaction time of the Contractor is deemed excessive

Then PRASA KZN will charge penalties see clause A.10

B.19 MEASUREMENT AND PAYMENT

B.19.1 Fetting will be paid for as one sum for each set as per item 1 of the schedule of quantities.

B.19.2 Dayworks shall be paid for on an hourly rate as per item 2 of the schedule of quantities. Measurement of dayworks shall be the allowable time allocated as per the inspection forms/job cards.

B.19.3 The following equivalent values shall apply:

Single slip	=	2 sets of points.
Double slip	=	3 sets of points.
Diamond crossing	=	1 set of points.
Scissors crossing	=	5 sets of points.

At the end of each calendar month the Contractor shall submit an invoice for all works carried out during that month to the Technical officer. The Technical officer will then verify the correctness of this invoice and, once he/she is satisfied, the invoice shall be processed for payment.

LIST OF TOOLS AND EQUIPMENT REQUIRED

TOOLS AND EQUIPMENT	AVAILABLE (YES/NO)	QUANTITY (IF YES)
Coach screwing machine		
Mechanical Jimcrows		
Jacks		
Truck 7 to 10 ton		
Impact Wrench		
Pionjars		
Disc cutter		
Sleeper Drill		

CONTRACTOR PERFORMANCE EVALUATION



Annexure 3

METRORAIL REGIONAL TENDER & PROCUREMENT COMMITTEE

CONTRACT PERFORMANCE REPORT

CONTRACT NUMBER & DESCRIPTION OF BUSINESS	
REGION/AREA:	
CONTRACTOR:	
CONTRACT PERIOD:	

**SEQUENCE OF
REPORTING:**

**NUMBER OF REPORTS
TO BE SUBMITTED
DURING CONTRACT:**

REPORT NUMBER:

1

OF

1

(Tick with X in applicable box)

CUSTOMER SATISFACTION MECHANISMS (CMS) INTRODUCED	<input type="text" value="Yes"/>	<input type="text" value="No"/>	<i>(Tick with X in applicable box)</i>
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A) CSM MEASURES USED (measurement of Service Quality)		Performance (refer index at bottom and X appropriate box)				
<u>Description of CSM</u>						
1	Completion period – source documents – completion certificate vs completion period in contract	1	2	3	4	5
2	Quality – source document – site instructions vs original contract specifications	1	2	3	4	5
3	Safety – source document – site instruction book	1	2	3	4	5
4	Contract amount & unnecessary use of provision or contingency – source document – final payment certificate vs contract amount/amended contract amount	1	2	3	4	5

(Regions/departments must feel free to introduce more CSM's above if they feel there is a need for it)

<u>Performance index:</u>	1	Unacceptable	2	Below average	3	Average	4	Exceeding average	5	Outstanding
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IMPORTANT:

The Customer Satisfaction Measures (CMS) introduced above must be based on the findings of the most recent CUSTOMER PERCEPTION SURVEY (where it is applicable to the type of service under assessment)



Rating:

B) MOMENTS OF TRUTH: <i>(Rate the contractor on how ad hoc or emergency situations were handled).</i>	1	2	3	4	5
<u>SERVICE RECEIVER'S COMMENTS:</u>					

Rating:

C) DELIVERY ACCORDING TO PLAN <i>(The actual delivery of service versus the planned delivery must be charted for the duration of the contract so that the regular contract meetings could be informed of the evolution of the contract and be monitored accordingly)</i>	1	2	3	4	5
<u>SERVICE RECEIVER'S COMMENTS:</u> Deviations from scope of work, minimum supervision, in-depth technical knowledge, lack of supervision					



IMPORTANT NOTIFICATION WITH REGARD TO ITEMS D,E,F & G BELOW:

BY SIGNING IN THE SPACE PROVIDED IN ITEMS D & F ABOVE, THE SERVICE RECEIVER AND THE CONTRACTOR UNDERSTAND AND ACKNOWLEDGE THAT THIS EVALUATION/RATING IS SOLELY AND PURPOSELY FOR COMPLIANCE WITH THE CURRENT CONTRACT/AWARD AND A GOOD RATING (4 OR 5) MUST UNDER NO CIRCUMSTANCES BE VIEWED OR REGARDED AS A GUARANTEE FOR ANY FUTURE/NEW AWARDS BY METRORAIL.

**D) LINE MANAGER /
SUPERVISOR**

Signature

Name: _____ Position: _____

Date: _____

**E) SERVICE RECEIVER'S GENERAL
COMMENTS:**

IMPORTANT:

The person responsible for management of the contract and the certification of work for payment must complete this section.

General comments can be given based on the performance of the contractor and/or based on the CSM's introduces (as mentioned above) or other measurable performance criteria

*Comments must also be given **irrespective** of whether the service provided was **positive or negative**.*



F) <u>CONTRACTOR'S ACKNOWLEDGEMENT:</u>	<div style="text-align: center;">_____</div> <div style="text-align: center;">Signature</div>		Date: _____
	Name: _____ Position: _____		

G) <u>CONTRACTOR'S COMMENTS:</u> <u>IMPORTANT:</u> <i>The contractor must give feedback (respond in writing) in this space <u>irrespective</u> of whether the assessment by the service receiver was positive or negative.</i>	

I) <u>REMARKS/RECOMMENDATION: CHAIRMAN: REGIONAL TENDER COMMITTEE / HEAD OF DEPARTMENT:</u>



METRORAIL REGIONAL TENDER & PROCUREMENT COMMITTEE

EXPENDITURE SCHEDULE

CONTRACT NUMBER & DESCRIPTION OF BUSINESS:	
REGION:	
CONTRACTOR:	
APPROVED CONTRACT AMOUNT:	

<u>EXPENDITURE RECORD:</u>					
<u>INVOICE NUMBER</u>	<u>AMOUNT</u>	<u>PAID TO DATE</u>	<u>INVOICE NUMBER</u>	<u>AMOUNT</u>	<u>PAID TO DATE</u>
			(cont....)		
<u>Total:</u>					
<u>OUTSTANDING BALANCE:</u>			<u>OUTSTANDING BALANCE:</u>		
<u>CONTRACT MANAGER</u>		<u>DATE:</u>	<u>FINANCE MANAGER</u>		<u>DATE:</u>
_____		_____	_____		_____

MEASUREMENT TOOL

I. COMPLETION PERIOD

RATING

1	2	3	4	5
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RATING INDEX:	1	One month or longer over contract completion time	2	2 weeks or longer over contract completion time	3	On time	4	2 weeks or less earlier than contract completion time	5	One month less earlier than contract completion time
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II. QUALITY

RATING

1	2	3	4
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RATING INDEX:	1	Substandard quality material, workmanship and > 3 SI issued regarding quality	2	According to spec set by Metrorail and < 3 SI issued regarding quality	3	According to spec set by Metrorail and no site instructions regarding quality	4	Contractor developed better alternatives – thus saving Metrorail costs
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III. SAFETY

RATING

1	2	3	4
---	---	---	---

RATING INDEX:	1	No protective clothing / site cleanliness / site safety and > 3 SI issued regarding safety	2	Incomplete protective clothing / cleanliness / site safety and < 3 SI issued regarding safety	3	Complete protective clothing / cleanliness / site safety in place and no SI	4	Additional safety precautions taken by contractor
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V. CONTRACT AMOUNT

RATING

1	2	3	4
---	---	---	---

RATING INDEX:	1	Contingency used and greater than 10% allowable on contract amount	2	Less than 10% allowable on contract amount and contingency used	3	Contingency used	4	Contract amount	5	Less than contract amount
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BILL OF QUANTITIES
FOR MAINTENANCE OF SETS

Item No	DESCRIPTION	UNIT	QTY	RATE R	C	AMOUNT R	C
1	FETTLING ; Rates shall include the following	ea	1				
	(i) All screws and bolts on a set are to be fastened.						
	(ii) All missing screws and bolts are to be replaced.						
	(iv) All lubrication is to be carried out.						
	(v) All ballast is to be boxed in correctly and a clearance of 50mm from the underside of the points blade to the ballast is to be provided throughout the sweep of the blade.						
2	DAYWORKS ; rates shall include the following	hr	1				
	(i) All re-gauging required.						
	(ii) All geometry rectification required (cant, lining and top.						
	(iii) Replacement of all worn or missing material.						
	(iv) Replacement of stock and switches.						
SUB TOTAL							
VAT							
TOTAL							