

SIC24023CIDB (HOAC VAR 52802): FOR THE MAINTENANCE OF RAILWAY TRACK WITH A ON-TRACK HIGH PRODUCTION SCREENING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TFR.

Clarifications:

With reference to Part C3.1 Service Information

2.2.7. The following types of ballast screener capacity is required:

Machine and/or Type of Machine output required	Planned depot or area where machine is required to service	Estimated Workload: Number per year per machine*	Estimated Total Workload over 24 months per machine*
High production ballast screening machine capable of screening ballast at a rate of at least 650 m ³ per hour and or 240 meters per hour.	All depots country wide including neighbouring countries and Prasa lines.	Approximately 240 final track km per year.	Approximately 480 final track km over 24 months per machine

** Length of track to be screened is not guaranteed production, i.e. the above workload is estimated for tender purposes only and is therefore not guaranteed by Transnet.*

C2.2 Price List

Item no	Description	Unit	Quantity	Rate	Price
1	Establishment	Monthly	0		
2.1	Screening of Open Track - excluding tunnels				
2.1.1	Cut depth < 350 mm	m	156 275		
2.1.2	Standing time rate for task order deficit (80% max of item 2.1.1)	m	Rate only		
2.1.3	350 mm cut depth to 450 mm	m	41 386		
2.1.4	Standing time rate for task order deficit (80% max of item 2.1.3)	m	Rate only		
2.1.5	Cut depth > 450 mm	m	36 482		
2.1.6	Standing time rate for taks order deficit (80% max of item 2.1.5)	m	Rate only		

Clarification 1.

We have noticed that the Price List Quantities (items 2.1.1, 2.1.3 and 2.1.5) reflects a quantity of approximately 120km per annum vs the 240km not guaranteed per annum as per clause 2.2.7

1A. Please clarify if the task orders quantity that will be issued, will accumulate to the Price List quantity over the contract period for items 2.1.1, 2.1.3 and 2.1.5 as a minimum.

1A. TFR Response: (Y/N)

Transnet confirms that the task orders quantity of 80% of the price list quantity are guaranteed over the contract period. Clause 2.2.7 only indicates the machine capacity required and has nothing to do with the price list.

Clarification 2

6.6.7 The *Contractor* shall be reimbursed due to Standing Time against *Employer* for task order deficit (80% max of item 2.1.1, 2.1.3 or 2.1.5) on the pricing data of the depth of the track screened.

The above clause can be interpreted as follow:

2A. 100% of the Price list quantity will be issued as Task orders over the contract period. The quantities will be reduced to 80% max for compensation for deficits of the Price List quantities on items 2.1.1, 2.1.3 and 2.1.5 less any opportunity lost due to Tb or unavailability as described below in clause 6.6.8.

6.6.8 The *Employer* shall impose penalties against *Contractor* for task order deficit on item 2.1.1, 2.1.3 or 2.1.5 of the pricing data due to Time breaking (Tb) of the machine or unavailability of it.

Compensation will be calculated at (Price List quantity 2.1.1, 2.1.3 & 2.1.5 – “6.6.8”) x 80%) x (Tendered standing time Rate) reconciled monthly based on the annual Task order program.

2A. TFR Response: (Y/N)

80% of the Price list quantity will be guaranteed by task orders and standing time Rate will be limited to 80% of work Rates as per items 2.1.1, 2.1.3 and 2.1.5, less any opportunity lost due to Tb or unavailability.

2B. Alternatively it can also be interpreted as 100% of Price List quantity is guaranteed by task orders and standing time Rate will be 80% of work Rates as per items 2.1.1, 2.1.3 and 2.1.5, less any opportunity lost due to Tb or unavailability as described below in clause 6.6.8.

6.6.8 The *Employer* shall impose penalties against *Contractor* for task order deficit on item 2.1.1, 2.1.3 or 2.1.5 of the pricing data due to Time breaking (Tb) of the machine or unavailability of it.

Compensation will be calculated at (Price List quantity – “6.6.8”) x 100%) x (80% of Tendered Works Rate) reconciled monthly based on the annual Task order program.

2B. TFR Response: (Y/N)

Compensation will be calculated at (Price List quantity – “6.6.8”) x 80%) x (80% of Tendered Works Rate) reconciled monthly based on the annual Task order program.

Clarification 3.

3.A Other provisional items for which Task orders may be required for items 2.2, 2.3,2.4, 2.7 or 2.8 “will” or “not” form part of the minimum guaranteed quantities 2.1.1, 2.1.3 and 2.1.5.

TFR Response:

They will be forming part of the guarantees.

3.B Other provisional items for which Task orders may be required for items 2.2, 2.3,2.4, 2.7 are to be considered not contributing or forming part of the minimum guaranteed quantities 2.1.1, 2.1.3 and 2.1.5 therefor not subjected to Standing time.

TFR Response:

They will be forming part of the guarantees.

3.B With reference to Clarification 3A and 2B. Other provisional items for which Task orders may be required for items 2.2, 2.3, 2.4, 2.7 will be contributing or form part of the minimum guaranteed quantities 2.1.1, 2.1.3 and 2.1.5 therefor be subjected to Standing time.

Compensation for standing time for items 2.2, 2.3, 2.4, 2.7 and 2.8 to be (80% x working Rate of relevant items or alternatively be converted to equivalent open track meters for items 2.1.2, 2.1.4 and 2.1.6.

TFR Response:

The Compensation for standing time for items 2.2, 2.3, 2.4, 2.7 and 2.8 will be (80% x working Rate of relevant items. No conversion to equivalent open track would be allowed.
