MONTHS FOR PRASA RAIL KZN

TENDER NUMBER: DBN/CAP(BAC) 030



FORM-C

### FORM C: **TENDER FORM**

	••••		<b></b>
CL	JRRE	NT TENDER	DETAILS
Re	eques	t number:	DBN/CAP(BAC) 030
Re	eques	t for:	REQUEST FOR TENDERS – APPOINTMENT OF A CONTRACTOR FOR THE REINSTATING OF OHTE WIRES, STRUCTURES AND SMALLPART STEELWORK AT PINETOWN SECTION FOR 3 MONTHS FOR PRASA RAIL KZN
I / W	e ert Nai	me of Tenderii	ng Entity)
of _			
Conc		•	der the style or title of:
in my	/ capa	acity as:	
Memis an called these acco	nexed the d "the e do r mpan	or Participants d hereto, here WORKS") at not form part o ying letter(s) i	hereto by a Resolution of the Board of Directors / Certificate of Partners, as the case may be, dated, a certified copy of which by offer to undertake and complete the above-mentioned work (hereinafter the prices quoted in the bills of quantities / schedule of quantities or, where of the contract, at a lump sum, in accordance with the terms set forth in the reference and dated (if any) ed in the accompanying schedule of tender documents for the sum of Reference
			(amount in words)
(All a	ipplica	able taxes incl	uaea)
N.B.	(i)	In the event amount in fig	of any discrepancy, the amount in words will take precedence over the gures.
	(ii)		s in the priced bills of quantities submitted with the tender for the WORKS rehitectural building work are incorrectly extended arithmetically, the unit rate

will be treated as decisive.

prasa tech

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(iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the PRASA to conform to the total amount.

I / We accept that unless the PRASA should otherwise decide and so inform me / us in the notice of acceptance, this tender (and, if any, its covering letter and any subsequent exchange of correspondence together with the PRASA acceptance thereof) shall constitute a binding contract between the PRASA and me / us. Should the PRASA decide that a formal contract should be signed and so inform me / us in the notice of acceptance, this tender (and, if any, its covering letter and any subsequent exchange of correspondence) together with the PRASA notice of acceptance, shall constitute a binding contract between the PRASA and me / us until the formal contract is signed.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the PRASA to do so within **7 (seven)** working days of notification by the PRASA that the contract documents are ready for signature, failing which I / we accept that the PRASA may, in its sole discretion, withhold any payments due for work done until such time as these formalities have been completed.

I / We undertake to complete the whole of the WORKS within \_\_\_\_\_\_ (in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the PRASA I / we shall pay to the PRASA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions or omissions shall not in any way prejudice the PRASA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the PRASA, but shall be granted only if I / we can prove to the reasonable satisfaction of the PRASA that the penalty is out of proportion to the prejudice suffered by the PRASA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until	
(a minimum period of 90 days from closing date is required).	

### REQUEST FOR TENDERS - APPOINTMENT OF A CONTRACTOR FOR THE REINSTATING OF OHTE WIRES, STRUCTURES AND STEELWORK AT PINETOWN SECTION FOR 3 **SMALLPART**

MONTHS FOR PRASA RAIL KZN

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I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the PRASA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I/We undertake, in the event of my / our tender being accepted, to deposit with the PRASA as security for the due and proper completion of the WORKS, a Performance Bond issued by a South African registered Bank to the value of ten (10) per cent of the contract price (VAT inclusive).

I/ We declare that, being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any conflict between the letter that accompanies the tender or other relevant correspondence and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.

	THUS DONE and SIGNED at	
	on this day of	
	DULY AUTHORISED SIGNATORY(IES)	WITNESSES
1.		_ 1
2.		2.
3.		_ 3

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### SCHEDULE OF RATES

In accordance with the provisions of the contract the rates submitted in this schedule shall serve as a basis for the pricing of all additions and omissions to the Works (except where items are included in the Bill of Quantities) in respect of supply, delivery and installation of materials and equipment.

Prices shall include the relevant taxes, duties and profit but shall exclude builder's discount and VAT.

The Tenderer is required to price all items relevant to this contract. Failure to complete this schedule may invalidate the tender.

The rates submitted will form part of the adjudication process.

### **EXCHANGE RATE**

The exchange rate applicable to the supply, installation and connection of equipment included in the project specification					
Description	Currency	Base Date (Spot)	Portion Excluded	Portion Included	Exchange Rate (ZAR)

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### **LABOUR RATES**

Labour rates for different working days			
Description	Rate (Weekday)	Rate (Weekend)	Rate (Night Weekday)
Professional Engineer	/hr	/hr	/hr
Project leader	/hr	/hr	/hr
OHTE supervisor	/hr	/hr	/hr
Electrician	/hr	/hr	/hr
Semi-skilled labour	/hr	/hr	/hr
Unskilled labour	/hr	/hr	/hr
Community Liaison Officer	/hr	/hr	/hr
Others	/hr	/hr	/hr
Mark-up for supply of additional items not covered in the schedule of prices	%		

### **EQUIPMENT RATES**

Rates of major Equipment that is owned by and immediately available for this contract			
Equipment	Rate		

Rates of major Equipment that is owned by and immediately available for this contract



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2.

3.

Equipment		Rate
f the space provided above is insufficient for all information separately.	the information, Bidder sh	ould furnish the
THUS DONE and SIGNED at		
on this day of		
DULY AUTHORISED SIGNATORY(IES)	WITNESSES	
1	1	

\_ 2.

\_\_ 3.

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### **SBD 6.1**

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

(a) The applicable preference point system for this tender is the 90/10 preference point system.

### 1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is

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adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$= 90 \left( 1 - \frac{\text{Pt-Pmin}}{\text{Pmin}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Evidence
Black Youth owned	4		Certified copy of ID Documents of the Owners
Owned by people in the rural areas	3		Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months
At least 51% Owned by black persons	3		CIPC Documents / B-BBEE Certificate/Affidavit

**DECLARATION WITH REGARD TO COMPANY/FIRM** 

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Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

l.2.	Name of company/firm
l.3.	Company registration number:
1.4.	TYPE OF COMPANY/ FIRM
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One-person business/sole propriety</li> <li>□ Close corporation</li> </ul>
	□ Public Company
	□ Personal Liability Company
	□ (Pty) Limited
	□ Non-Profit Company
	☐ State Owned Company

- 4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;

[TICK APPLICABLE BOX]

- 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 paragraphs 1.3 and 4.1, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering 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

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such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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
- (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	

### **BILL OF QUANTITIES**

### PREAMBLE TO THE BILL OF QUANTITIES

- The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Schedule of Quantities.
- 2. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
- 3. Although the Tenderer is at liberty to insert a rate of its own choosing for each item in the Schedule, it should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
- 4. Clauses of each Standardised Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project

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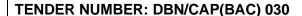


Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 5. Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardised and Project Specifications. No considerations will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil- and Electrical Engineering Quantities 1. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 6. Unless stated to the contrary, items are measured nett in accordance with the Drawings without any allowance having been made for waste.
- 7. The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding Value-added Tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 8. An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.
- 9. The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items be required.
- 10. Should the Tenderer group a number of items together and tender one lump sum for such group of items, the single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

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The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.





- 11. The tendered rates, prices and lump sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
- 12. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and <u>not</u> the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities certified for payment.
- 13. The successful bidder will be required to take forward cover in respect of imported content within 4 weeks of contract signing to fix the foreign exchange rate until material is delivered.
- 14. For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the

Standardised, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the

work

Amount : The product of the quantity and the rate tendered for an item

Lump sum : An amount tendered for an item, the extent of which is described in

the Schedule of Quantities, the Specifications or elsewhere, but of

which the quantity of work is not measured in units.

15. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm = millimetre

m = metre

km = kilometre

km-pass = kilometre-pass

 $m^2$  = square metre

 $m^2$ -pass = square metre-pass



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ha = hectare

 $m^3$  = cubic metre

m<sup>3</sup>-km = cubic metre-kilometre

kVA = kilo Volt-Ampere

kW = kilo Watt

kN = kilo Newton

kg = kilogram

t = ton (1 000 kg)

% = per cent

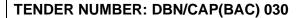
MN = mega Newton

MN-m = mega Newton-metre

P C Sum = Prime Cost Sum

Prov Sum = Provisional Sum.

16. The Tenderer shall enter each rate or lump sum for each item in the Schedule of Quantities in BLACK INK.





	SCHEDULE OF QUANTITIES AND RATES REINSTATEMENT OF OHTE WIRES, STRUCTURES AND SMALL PART STEEL WORK ON THE PINETOWN LINE						
STRUCTURES AND SMALL FART STELL WORK ON THE FINE TOWN LINE							
ITEM NO	Description	Unit	Quantity	Rate	Total Amount		
1.	Dismantling and						
	Transportation						
1.1	Dismantling and Removal of Existing equipment	SUM	1				
1.2	Transportation of equipment from site to Durban Electrical Depot	SUM	1				
2.	OHTE WIRES						
2.1	Supply and install copper contact wire of 161mm <sup>2</sup> , hard drawn grooved with splicing kit	km	21				
2.2	Supply and install Tiger wire, 160mm <sup>2</sup> aluminium with splicing kit	km	21				
2.3	Supply and install Feeder wire, aluminium, 800mm <sup>2</sup> with splicing kit	km	21				
	Supply and install earth wire with termination kit complete	km	42				
3.	Mast poles						
3.1	foundation	Each	20				
3.2	Supply and install 84kN concrete pole	Each	20				
3.3	Provide mast pole numbering	Each	100				
4.	Small part steel						
4.1	complete set (stainless steel)	Each	524				
4.2	Supply and install Steady Arm/ hockey stick complete set (stainless steel)		524				



4.3	Supply and install Push Pull Off complete set (stainless steel)	Each	400	
4.4	Supply and install Double suspension saddle complete set with pins		524	
4.5	Supply and install single suspension saddle complete set with pins		250	
4.6	Supply and install Make Off with complete set with back straps, turn buckles, ending cone, link plates and straining clamp	Each	40	
4.7	Supply and install Climbing angle complete set (stainless steel) with back straps		524	
4.8	Supply and install Track Switch complete set with rod and handle including numbering		11	
4.9	Supply and install Cross spans complete set with turn buckles	Each	40	
4.10	Supply and install vandal proof insulators	Each	1200	
4.11	Supply and install section insulator complete set with numbering		30	
4.12	Supply and install Tension springs complete set	Each	20	
4.13	Supply and install Pan cake fittings (160mm complete set)	Each	300	
4.14	Supply and install Pan cake fittings (800mm complete set)	Each	300	
4.15	Supply and install Mast to rail bond complete set	m	3600	
4.16	Supply and install Dropper wire with dropper clips and sleeves	Each	4000	
4.17	Supply and install Spark Gap complete set	Each	150	



r				
4.18	Supply and install surge arrestor with complete kit	Each	5	
4.19	Supply and install 3kv DC capacitor with complete kit	Each	5	
4.20	Supply and install earth cable from surge arrester to spike	m	60	
4.21	Supply and install Lightning arresters complete set with jumpers	Each	27	
4.22	Supply and install earth spike	Each	10	
4.23	Supply and install stay wire with egg insulator	Each	40	
4.24	Supply and install stay foundation complete	Each	40	
4.25	Supply and install anti-climbing devices	Each	40	
4.26	Supply and install all 160mm <sup>2</sup> Aluminium jumper conductor	sum	1	
4.27	Supply and install anti-lifting devices	Each	10	
5.	Transmission line			
5.1	Supply and install 11KV open phase transmission line	km	63	
5.2	Supply and install rhino horn	Each	524	
5.3	Supply and install vandal proof pin insulators with armoured rod		1572	
5.4	Supply and install 11KV surge arresters	Each	66	
5.5	Supply and install E frame for 11kv cable	Each	22	
5.6	Supply and install suspension bracket for 11KV XLPE cable	Each	20	



	<u>,                                    </u>				
	(to be drilled through bridge wall)				
5.7	Supply and install 70 mm <sup>2</sup> aluminium 11kv XLPE aerial bundled conductor cable		2		
6.	Level crossings				
6.1	Supply and install level crossings (2 x 10m concrete poles, 1 x electric shock, 1 height and 4 x chevron signages)	Each	10		
7.	Vegetation				
7.1	Cutting of vegetation	m <sup>2</sup>	84 000		
7.2	Provisional sum for cutting trees for items (7.3, 7.4 and 7.5)		1	400 000	400 000
7.3	Tree felling with a stump diameter 25 – 150mm	rate	1		N/A
7.4	Tree felling with a stump diameter 151 – 300mm	rate	1		N/A
7.5	Tree felling with a stump diameter 301 – 500mm	rate	1		N/A
7.6	Removal of all cut material from the site to the municipal dump side.		75000		
7.7	Applying of herbicides to the area on the tracks measured from the centre of track.		75000		
8	H-FRAMES				
8.1	Supply and install bolt group foundation	Each	4		



8.2	Supply and install UC mast pole	Each	4	
8.3	Supply &install composite earth conductors (to be connected to existing spike)		48	
8.4	Supply & Install E-frame	Each	7	
8.5	Supply & install set of cross- arm transmission line	Each	7	
8.6	Supply & Install surge arresters	Each	21	
8.6	Supply and Install Bell insulators	Each	42	
8.7	Supply and install cross arm earth wire make -off	Each	7	
8.8	Supply and install double stay wire with egg insulators using existing foundations		16	
8.9	Supply and install transformer support beam	Each	4	
8.10	Supply and install three phase DUAL INPUT 50KVA,11/6.6/0.4KV transformer. Vector grp: Dyn11 Flat skid	Each	4	
8.11	Supply and install three phase DUAL INPUT 50KVA,11/6.6/0.4KV transformer. Vector grp: Dyn11 Pole mounted	Each	4	
8.12	Supply and install link switch complete including numbering	Each	9	
8.13	Supply & Install set of fuse link	Each	9	
8.14	Supply and install bonding (from steel work to rail)	Sum	9	
8.15	Supply & Install 4 core,50mm2 ,400V aluminium ABC cable	m	2000	



				Contingency (15% of the subtotal) Grand total	
				Subtotal	
				VAT (15%)	
				Total	
13.	Community Liaison Officer	Per ward	10	80 000.00	800 000.00
12.	Security (Including Security for site office and PRASA Infrastructure Assets between the boundary limits)		1		
11.1	PRELIMINARY AND GENERAL (P&G) SUB-TOTAL (EXCL VAT) (FROM ABOVE TABLE)		1		
11.	P and Gs				
10.1	Allow for factory functional tests to be conducted by the manufacturers of all the equipment at their premises.		1		
10 1	Factory Acceptance Test	CLIM	4		
9.1	Re-instating of Fibre cable using existing bracket	Each	20		
9	Optic fibre cable				
8.17	Supply and install 10m wooden pole including stay wire and suspension bracket to secure LT cable		12		
8.16	Supply and Install LT box with 3 phases and 100A neutral fuse MCB		7		