



TSHWANE RAPID TRANSIT (PTY) LTD (“TRT”)

BID NO: TRT023/2018/SUPPLY AND DELIVERY OF BUS BATTERIES SERVICES

TENDER FOR THE SUPPLY AND DELIVERY OF BUS BATTERIES TO A SPECIFIED TRT LOCATION FOR A PERIOD OF 24 MONTHS

05 APRIL 2019

NAME OF BIDDER:

Prepared by:

Tshwane Rapid Transit (Pty) Ltd 2nd Floor, the Gables 1209 Francis Baard Street Hatfield
Pretoria Tel: (012) 323 1754

BID CLOSURES	10 MAY 2019
TENDER BRIEFING	29 APRIL 2019 AT 09H00

**REQUEST FOR PROPOSAL – PROVISION OF SUPPLY AND DELIVERY
BATTERIES SERVICES TO TSHWANE RAPID TRANSIT (PTY) LTD -
DEPOI**

1. PURPOSE OF THE REQUEST FOR PROPOSAL (“RFP”)

To source a suitable battery provider for Tshwane Rapid Transit (Pty) Ltd to provide bus batteries.

All prospective tenderers who intend to participate in this RFP are bound by obligations of confidentiality with respect to all aspects of this RFP. The acceptance by TRT of a tenderer’s proposal to this RFP shall not, under any circumstances, constitute a binding agreement between TRT and that tenderer.

2. BACKGROUND INFORMATION

TRT is a corporate legal entity established in terms of the Companies Act 71 of 2008 (as amended), responsible for the bus operations services within the City of Tshwane (“COT”) and surroundings.

TRT is going to the market to appoint a suitable service provider/s for battery supply. Tenderers must demonstrate that they have the ability to meet TRT’s requirements through comprehensive proposals as well as proof that they have managed such services in the past.

3. SCOPE OF THE RFP

The battery provider should be able to **provide batteries to TRT**. The successful battery supply provider will sign a 2 (two) year contract.

3.1 SERVICE SPECIFICATIONS:

THE SERVICE PROVIDER MUST:

- I. Supply and deliver auxiliary batteries on as and when required basis for Mercedes Benz buses.
 - 12V
 - 105 Ah.
 - 8h29C Deep Cycle.
 - R.C 180 min.
 - 310A.
 - 4X terminals
- II. Supply and deliver auxiliary batteries on as and when required basis for Volvo buses.

- 12V
 - Class A deep Cycle.
 - 70Ah.
 - Size 738.
- III. Supply and deliver 12 V main bus batteries according to Mercedes Benz specification on as and when required basis.
- IV. Supply and deliver 12 V main bus batteries for Volvo buses on as and when required basis: Spec:
- 12 V
 - EN 50342
 - 225Ah
 - Cold Cranking Amps
 - 1150A
 - 21293377
- V. Deliver batteries to TRT sites within 5 days of PO been issued.
- VI. Record and mark individual battery with a unique serial number for tracking and tracking purposes
- VII. TRT's current fleet is 114 and each bus consists of 2 auxiliary batteries and 2 main batteries.
- VIII. Provide battery warranties to ensure compliance.

3.2 COST OF SERVICE:

In response to the RFP, the battery Service provider shall provide TRT with the following:

- Monthly Billing structure

4. ADDITIONAL INFORMATION REQUIRED:

In your response to this RFP, please include in your proposal, the following:

- A valid BBBEE Certificate from an approved South African Accreditation System ("SANAS") accredited agency, OR relevant Affidavit, OR Certificate from Accounting and an original valid tax clearance;
- A Company profile with references
- A list of tools or equipment
- Company registration documents
- Certified copies of Identity Documents of Directors/Members

5. CLOSING DATE

5.1 The closing date to receive responses on the RFP shall be **(10 May 2019 Closing time 11:00 am)**

5.2 The responses must be submitted in a sealed enveloped marked “**RFP REFERENCE:**

TRT023/2019 – Battery supply and deposited in the RFP box at:

1209 Francis Baard Street

2nd floor The Gables Building

Hatfield

Pretoria

0084

TENDER BRIEFING: 29 April 2019 at 9 am (1209 Francis Baard, Hatfield)

6. ELIGIBILITY OF BIDDERS

A bidder, and all parties constituting the bidder shall meet the following criteria to be eligible to participate in the bid:

- The bidder has the legal capacity to enter into a contract;
- The bidder is not:
 - insolvent;
 - bankrupt;
 - being wound up or liquidated;
 - dormant or its business activities have not been suspended;
 - the subject of a legal proceeding for any of the following:
 - i) Insolvency; and
 - ii) The bidder has fulfilled its tax obligations
- A bidder shall be a natural person, juristic person, or any combination of them with the intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium or association. In the case of a joint venture, consortium or association all parties shall be jointly and severally liable.
- Only authorised signatories may sign the bid documents where required.
- In the case of a natural person submitting a bid, this shall be clearly stated.

- In the case of a company submitting a bid, the bidder shall include a copy of a resolution by its board of directors authorising a director to sign on behalf of the company, in the case of a close corporation a resolution of its members authorising a member of the corporation to sign on behalf of the close corporation, in the case of a joint venture a resolution of each member of the joint venture, in the case of a partnership all the members shall sign the bid unless one partner has been authorised to sign.
- Failure to submit proof of authorisation to sign the bid shall result in the bid-offer being regarded as non-responsive.
- The bid-offer shall be valid for a period of 180 days after submission of the bid documents to TRT. If the bid validity period expires on a Saturday, Sunday or public holiday, the bid-offer shall remain valid and open for acceptance until the closure of business on the following working day.
- The bidder shall not make any attempt either directly or indirectly to canvass any of the TRT employees or advisors, after the submission of the bid proposal and prior to TRT arriving at a decision thereon.
- Shortlisted bidders may be required to make formal presentations to the relevant TRT bid evaluation committee.
- Formal notifications will be sent to the shortlisted bidders notifying them regarding the date, time and venue the various presentations are to be made.
- Bidders are advised that presentations should only cover aspects pertaining to the Scope of Works and TRT will disregard any aspects of the presentations that are not related to the Scope of Works.

7. EVALUATION CRITERIA

The tenderer's responses to the requirements set out in this RFP. The criteria set out in this RFP is not necessarily fixed and thus, TRT may, in its discretion, apply additional criteria in the evaluation process.

In addition to the above, apart from applying the criteria provided above, received on the RFP, TRT will also consider amongst others:

- Cost of the services,
- Legal: Compliance with the terms and conditions of TRT's draft services agreement

- Technical: Timing and levels of service, and
- Experience: Previous experience in rendering batteries supply, with references and project plan for implementation;
- Premises: Site visits to premises

8. ACCEPTANCE OF BID OFFER

Accept the tender offer, if, in the opinion of the TRT, it does not present any unacceptable commercial risk and only if the bidder:

- Is not under restrictions, or has principals who are under restrictions, preventing participating in the TRT's procurement,
- Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- Has the legal capacity to enter into the contract,
- Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- Complies with the legal requirements, if any, stated in the Bid data, and
- Is able, in the opinion of the TRT, to perform the contract free of conflicts of interest.

9. PRESENTATIONS AND NEGOTIATIONS

The shortlisted tenderer/s may be invited to present their proposals in person to TRT. Presentations must be in Power Point presentation format (electronic) and a copy must be in writing, both of which must be given to TRT immediately after the presentation. Presentations will be held at the TRT offices, which shall be advised to the affected tenderers in due course.

10. FINAL AWARD

TRT’s decision with respect to each proposal received will be communicated to the affected tenderers in writing after the completion of the RFP process. TRT’s decision is final and no correspondence will be entered into in this regard.

11. SUMMARY OF KEY TIMEFRAMES

The following is an overview of the evaluation process followed by TRT:

- Issue of RFP
- Responses to queries electronically
- Submission of RFP Responses
- RFP Evaluation process
- Short listing of tenderers;
- Presentations
- Negotiations (if required at this stage)
- Final Selection

<u>Action</u>	<u>Due Date</u>
Issue of RFP	05 April 2019
Responses to queries	06 April 2019–09 May 2019
Submission of RFP Responses	10 May 2019

- These dates are preliminary and TRT reserves the right to change these dates and any other dates that may appear in this RFP.
- Notifications to tenderers will be in writing to the designated liaison person nominated by the tenderers.
- TRT will not have post tender communication or face to face debriefing sessions.

12. RIGHTS OF TRT

TRT, in its sole discretion, reserves the right to:

- Accept or decline any proposal issued by a prospective tendering parties;
- Award the contract based solely on a proposal received without entering into any further discussion;
- Shortlist prospective/ successful tendering parties;
- Award the tender in its entirety or in part; and
- Extend, without notice, the evaluation period.

13. TENDER PREPARATION

- The submission of the RFP must be strictly in accordance with these instructions.
- Tenders must be prepared and submitted strictly in accordance with the RFP documentation. In the event of the tender being awarded, the
- Successful Tenderer/s will be required to enter into TRT's standard services agreement, which contract is non-negotiable and shall be signed as is. No contract shall be deemed to exist between the parties unless the parties have entered into a valid written contract, duly signed by all the parties thereto.
- Preparation of the tenders, including but not limited to attendance at any pre-tender meetings and tender clarification meetings or presentations, shall be at the sole expense of the tendering party.

14. TENDERS TO BE SUBMITTED AS FOLLOWS:

- The submission of the RFP must be strictly in accordance with these instructions.
- **One (1) original** Bid document with **Three** copies of the complete submission including all attachments as well as **1 (one) soft-copy** of the submission. The hard copies must be clearly bound and placed in separately sealed envelopes or package.
- It is further important to note that once submitted, tenderer's submissions shall be fully binding upon the tenderers. Failure by the tenderers to satisfactorily investigate the conditions and requirements fully shall not relieve the tenderers from the responsibility of properly assessing and compiling a comprehensive, adequate and detailed proposal to this tender.

- Estimating the complexity or the cost of performing the scope of work, in the event of being awarded the contract.
- The successful tenderer may be required to interface with other third-party vendors of TRT, in the performance of the services as per agreed final scope of work.
- All queries and communications from tenderer/s in relation to this RFP shall be directed to Tshepo Cindi, as the single point of contact on this email address: tshepoc@tshwanetransit.net Prior to the RFP closing date, all questions and answers arising from clarifications will be transmitted or distributed to all tenderer/s simultaneously, provided tenderer's questions reach TRT timeously within the stipulated cut-off time.
- Tenders received after the tender closing date and time may be disqualified, with or without notice to the tendering party. TRT may modify any part of the RFP at any time
- Prior to the closing date of the tender. Modifications to the RFP will be made in the form of an addendum to the RFP and will be transmitted simultaneously to all tendering parties.
- A technical proposal including:
 - a. Information on and motivation for the bidder, attaching his or her curriculum vitae and setting out his or her personal, and his or her firm's suitability for the assignment;
 - b. Relevant skills and experience for each relevant experience cited, outline the precise role the bidder played, the role of the firm, contract duration and contract value;
 - c. Names and BBBEE status of all proposed team members, and their firms setting out:
 - The professional role that each person will play in the assignment. This must be cross-referenced to each deliverable set out in this scope of work;
 - The suitability of each person for the proposed roles in terms of their relevant skills and experience;
 - Their availability for the project;
 - One-page resumes of each person highlighting responsibilities held and experience relevant to this assignment in the last 5 years; and
 - Summary of the percentage of black South African professionals of the team, clearly showing the roles they will play in providing the services.
 - d. The BBBEE proposal, setting out:

- The number and percentage of black professionals playing leading roles in the bidder;
 - The percentage of black equity in the consortium;
 - Demonstrated understanding of skill and experience within the team on concluding effective black participation in similar projects; and
 - Skills transfer plan within the company, consortium or joint venture to directly benefit black people.
- e. The Price proposal setting out:
- The cost per person, namely their hourly rate and total hours
 - The cost of the equipment and systems to be used; and
 - The proposals must include all costs, as TRT shall not accept any increase in the agreed rates once the proposal has been accepted and the pricing structure must be clearly stipulated.

15. AMENDMENTS AND CLARIFICATIONS

- TRT reserves the right, after receipt of the tender submissions, to invite the tendering party/ies for clarification, presentation or negotiation of its tender. Any such clarifications, presentations or supplements shall be considered to form part of the tender submission. Any such discussion, issue of supplements or addenda or
- Invitation to clarify or negotiate, should not be construed as acceptance, award or allocation of the tender to that particular tendering party.
- This Request for Proposal is not a contract and does not create an obligation on TRT's part to procure the services of any company submitting a proposal. TRT reserves the right to reject any or all proposals at its sole and absolute discretion. Further, TRT reserves the right to cancel or withdraw this Request for Proposal at any time.
- Please also note that all expenses incurred in compiling and presenting your proposal shall be for your own account.
- Unsuccessful tenderer / s will be notified as soon as possible in writing after the award of a contract to the successful Tenderer/s.

- Tenderer/s submitting proposals in response to the RFP are not at liberty to discuss this RFP outside of those people within the company who are required to participate in the response. Any public release of information about participation in this RFP will disqualify that vendor.
- The successful Tenderer/s may not release details of the RFP for public information. TRT management must approve any news of public briefing.
- All RFP documentation shall be returned by unsuccessful tenderer/s.

16. REQUEST FOR ADDITIONAL INFORMATION

TRT will only provide relevant additional information for preparation of the response to the RFP upon written request by the Service provider per e-mail address tshepoc@tshwanetransit.net attention Tshepo Cindi.

17. DEFAULTS BY BIDDERS

If the bidder, after he has been notified of the acceptance of his proposal:

- Fails to enter into a formal agreement when called upon to do so within such period as TRT may specify;
 - a. Fails to accept an order in terms of the proposal;
 - b. When called upon to do so, fails to furnish satisfactory batteries of the fulfilment of the contract, where applicable;
 - c. Withdraws such proposal after the advertised date and hour for the receipt of bids;
 - d. After signing the formal contract resulting from the proposal, fails to perform or has breached any condition of such contract;
 - e. Has offered, promised or given a bribe in relation to the obtaining or the execution of such contract;
 - f. Has acted in a fraudulent or improper manner or in bad faith towards TRT, or any Government Department or towards any public body, private company or person in respect of any contract flowing from its proposal;
 - g. TRT may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other proposal that may have been shortlisted or, if it is necessary to do so, call for fresh proposals, and may recover from the defaulting bidder any additional expense incurred by it in calling for new offers or in accepting a lower offer.

- Any disqualification imposed upon any person or enterprise, unless TRT determines otherwise, shall apply to any other enterprise under the same or different names of disqualified persons or enterprise, or firm or associates and shall for the avoidance of doubt also be applied to any agent or employee in a fiduciary position.

18. BID PRICE AND CURRENCY

All prices must be quoted in the currency of the Republic of South Africa unless otherwise specified.

Prices in any other currency shall be rejected by TRT

19. PAYMENTS

- TRT will pay the successful Bidder the fees as set out in the final contract concluded in respect of the Bid. No additional amounts will be payable by TRT to the Bidder.
- The successful Bidder shall from time to time during the contract period invoice TRT for the services rendered or goods supplied. No payment will be made unless an
- Invoice complying with section 20 of the VAT Act No 89 of 1991 has been submitted to TRT.
 - a. Payment shall be made to the successful Bidder's bank account after no more than 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this Bid is awarded).
 - b. The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other monies required to be paid in terms of any applicable law

20. PENALTIES

If the bidder fails to supply any or all of the goods within the period(s) specified in the Agreement then TRT reserves the right to appoint the bidder with the second and/or third highest points scored to serve as a backup

21. CONFIDENTIALITY

The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.

All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding TRT or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting officer or the delegate.

ANNEXURE “A”

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED

Please tick in the relevant block below

YES NO

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Covering letter signed by a duly authorized representative of the Bidder. |
| <input type="checkbox"/> | <input type="checkbox"/> | One original Bid document with four copies (clearly marked as original and copy 1 of 2, etc...) |
| <input type="checkbox"/> | <input type="checkbox"/> | A Company profile; |
| <input type="checkbox"/> | <input type="checkbox"/> | A list of equipment and systems; |
| <input type="checkbox"/> | <input type="checkbox"/> | Original and Valid Tax Clearance certificate. |
| <input type="checkbox"/> | <input type="checkbox"/> | Most recent audited annual financial statements in case of a company. |
| <input type="checkbox"/> | <input type="checkbox"/> | Certified copies of all share certificates (i.e. copy with original stamp), in case of a company. |
| <input type="checkbox"/> | <input type="checkbox"/> | Shareholding breakdown per race, gender and percentage shareholding with shareholders of the Bidding Company who are not individuals. |
| <input type="checkbox"/> | <input type="checkbox"/> | List of references of past and present clients (Company name, department, branch, contact person with office telephone number) |
| <input type="checkbox"/> | <input type="checkbox"/> | BBBEE rating certificate issued by a SANAS Accredited BBBEE verification agency |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution authorising the signatory to the proposal to sign and submit the proposal on the Bidder's behalf |
| <input type="checkbox"/> | <input type="checkbox"/> | In the case of private companies, identification documents (Bar Coded Green ID Book or Passport) of each director of the Company or |

The same documents must be submitted for all other companies that are involved in the Bidding in case of a consortium or a joint venture.

Bidders to ensure that the following information is provided:

YES NO

Completed Bid Form.

Technical Submission / Proposal

Price Proposal (with detailed breakdown)

Kindly take note that:

Should all of the abovementioned documents not be included, the Bidder may be disqualified on the basis of non-compliance.

1.

Signed

.....

Name in print

.....

Date

.....

Capacity