



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

**BID NO: TRT025/19/UNIFORM SUPPLY**

**TENDER FOR THE SUPPLY OF UNIFORM TO TRT FOR A PERIOD OF 24 MONTHS**

**10 April 2019**

**NAME OF BIDDER: .....**

**Prepared by:**

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

**BID CLOSES**

**17 MAY 2019**

**DEPARTMENT: OPERATIONS**

**BIDS ARE HEREBY INVITED FROM SUPPLIERS FOR THE FOLLOWING BID:**

<b>Bid No.</b>	<b>Description</b>	<b>Contact Person</b>	<b>Closing Date</b>	<b>Tender briefing Date</b>
<b>TRT025/19 UNIFORM SUPPLY</b>	<b>TENDER FOR THE SUPPLY OF UNIFORM</b>	<b>CONSTANCE NETSHIDZATI/ NEO RAMOFI</b>	<b>17 MAY 2019</b>	<b>3 MAY 2019 at 1 pm</b>

**Duly completed bids and supporting documents must be deposited in the bid box situated at 2<sup>nd</sup> Floor, the Gables 1209 Francis Baard Street not later than 11:00am on 17 May 2019.**

**Enquiries: Constance Netshidzati [-constance.netshidzati@tshwanetransit.net](mailto:constance.netshidzati@tshwanetransit.net) and Neo Ramofi [neor@tshwanetransit.net](mailto:neor@tshwanetransit.net)**

**Any communiqué and queries should be forwarded in writing on the above emails.**

**Bids received after the closing date and time will not be considered. Tshwane Rapid Transit does not bind itself to accept the lowest or any other bid in whole or in part.**

## **SCHEDULE OF BID DOCUMENTS**

- 1. ANNEXURE A : CHECKLIST FOR DOCUMENTS TO BE SUBMITTED**
- 2. ANNEXURE B : UNIFORM SUPPLY AGREEMENT**

## **DISCLAIMER**

TRT has prepared this information document to provide an opportunity to parties interested in submitting bid proposals.

While TRT has taken due care in preparation of information contained herein, neither TRT, its employees or advisors give any warranty or makes any representations, express or implied, as to the completeness for purposes or accuracy of the information contained in this document or any information which may be provided in connection therewith.

The information contained herein is not intended to be exhaustive. Interested parties are required to make their own enquiries and bidders must confirm in writing that they have done so and that they do not rely on the information provided in the bid in submitting their response.

The information is provided on the basis that it is non-binding on TRT its employees or advisors providing assistance with regard to the bid. TRT reserves the right not to proceed with the Bid as well as the right not to discuss the Bid further with any Bidder.

No reimbursement of costs or expenses of any type whatsoever will be paid to bidders, any other persons, or entities expressing interest in the bid for purposes of submitting a response to this bid. Accordingly, no bidders shall have a claim against TRT, its employees or advisors in relation to any matter relating to this bid whether or not the circumstances arising as a result of such claim is based on any act or omission by TRT its employees or advisors.

## **1. INTRODUCTION**

Tshwane Rapid Transit is seeking proposals from qualified parties interested in providing comprehensive uniform services for bus employees clothing items. Interested parties are encouraged to respond to all of the request. The primary objective of requesting proposals is for TRT to determine which parties can offer the highest quality of service at the most reasonable cost. We encourage you to be creative and educational in your responses. Format must be consistent with the requirements of the RFP.

If you believe that your proposed solution or services would be beneficial to TRT, we invite you to offer them. Please provide options that may create efficiencies, make improvements, and take advantage of new, applicable technologies.

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

## **2. BACKGROUND**

2.1. TRT is a corporate legal entity established in terms of the Companies Act of 71 of 2008 (as amended), responsible for the BRT operations services within the City of Tshwane ("COT") and surrounds.

2.2. TRT seeks to appoint suitable service provider/s for the supply of uniforms. Bidders must demonstrate that they have the ability to meet TRT's requirements through comprehensive proposals as well as proof that they have provided and managed the required services in the past.

## **3. SCOPE OF WORK**

- To Supply employee uniform to a specified location for a period of two years, in accordance with the requirement as stipulated on the uniform specification list and;
- Supply PPE that is compliance to OHSA act;
- To provide the quality material which is climate friendly and high-quality standards;

- Service Provider shall be required to make presentations and produce the sample of the material they are going to use;
- Bidders will be required to provide their previous track record of supplying uniform to big cooperate companies/business;
- Bidders will be required to provide a project plan as to how are they going to manufacture and deliver the uniform required by TRT

### **3.1. SERVICE SPECIFICATIONS**

3.1.1. TRT operates buses on a performance contract with the City of Tshwane (“City”) therefore, a reliable and consistent supply of bus employee uniforms consistent to TRT is critical to ensure uninterrupted and reliable bus operations to the public.

3.1.2. TRT is being operated for and on behalf of the affected operators being the bus and taxi operators who operated on the affected routes (“Affected Operators”).

3.1.3 Uniform is requested according to the below specification.

3.1.4 The sizes must be South African sizes. Fitting per employee with the respective sizes will need to be carried out by the successful bidder.

3.1.5 Successful Bidder will be required to take the sizes of the individual employees

## **TRT UNIFORM SPECIFICATIONS**

<b>Male employees' uniform specification (Drivers, Dispatchers &amp; Supervisors)</b>	<b>Quantity per person</b>	<b>Price per item</b>
purple long sleeve shirt	3	
purple short sleeve shirt	3	
grey pants	5	
shoes	1	
black socks	4	
grey pull over	1	
grey jersey	1	
winter Bennie & scarf	1	
black leather belt	1	
winter jacket	1	
Formal Suit with White shirt	1	
tie	2	

<b>Female employees' uniforms specifications (Drivers, Dispatchers, Supervisors &amp; Receptionist)</b>	<b>Quantity per person (Ladies Cut)</b>	
purple long sleeve shirt	3	
purple 3/4 sleeve shirt	3	
grey pants and or Grey skirt	6	Pants Skirt
shoes	1	
stockings	4	
grey pull over	1	
grey jersey	1	
winter Bennie & scarf	1	
black leather belt	1	
winter jacket	1	
Formal Suit with White shirt	1	
scarf	1	
Chiffon	2	

<b>Workshop uniforms specifications</b>	<b>Quantity per person</b>	
purple long sleeve shirt	1	
purple 3/4 sleeve shirt	1	
grey pants	1	
grey pull over	1	
grey jersey	1	
winter Bennie & scarf	1	
black leather belt	1	
Tie/Chiffon	1	
Formal Suit with White shirt	1	
Safety boots	1	
Overhauls		
• Trouser	3	
• Jacket	3	
T-Shirt	3	
Hat	1	
Jacket	1	
Rain Coat	1	
Socks	4	

#### **4. INFORMATION TO BIDDERS**

4.1. The purpose of this bid process is to give all prospective bidders an equal opportunity to submit proposals to TRT.

4.2. TRT shall notify shortlisted bidders of the outcome within 5 (five) days of the closing date. Any bidder that does not receive any notification within this timeframe must consider their application unsuccessful.

4.3. Bid proposals shall remain valid for a period of 180 days from the Closing Date.

T: 012 323 1754; F: 086 851 2689 72<sup>nd</sup> Floor, The Games Building, 1209 Francis Baard Street, Hatfield 1 Pretoria, P.O. Box 261, Pretoria 002 T: www.tshwanetransit.net



4.4. TRT is not bound to accept the lowest bid proposal or any of the bid proposals submitted, and reserves the right to call for best and final proposals from shortlisted bidders before final selection.

4.5. All references to days in this bid shall mean Mondays to Fridays between 08:00 and 17:00, excluding public holidays as proclaimed in South Africa.

## **5. LODGING OF PROPOSALS**

5.1. The bid proposals shall be lodged with TRT by no later than 11:00am on 17 May 2019.

5.2. Proposals shall be delivered in a sealed envelope in a bid box marked **“RFP REFERENCE: TRT025/19 / BUS EMPLOYEE UNIFORM SUPPLY.”**

**Tshwane Rapid Transit 2<sup>nd</sup> Floor, the Gables Building 1209 Francis Baard Street Hatfield Pretoria**

5.3. Late submissions shall not be considered for evaluation.

## **6. CLARIFICATIONS/QUERIES**

All queries and communications from bidders in relation to this RFP shall be directed to Constance Netshidzati and Neo Ramofi, as the single point of contact on this email address: [constance.netshidzati@tshwanetransit.net](mailto:constance.netshidzati@tshwanetransit.net) and [neor@tshwanetransit.net](mailto:neor@tshwanetransit.net) Prior to the RFP closing date, all questions and answers arising from clarifications will be transmitted or distributed to all bidders simultaneously, provided the bidder's questions reach TRT timeously within the stipulated cut-off time.

The reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

TRT will respond to clarification questions up to 3 (three) days before the closing date.

## **7. SUBMITTING BID DOCUMENTS**

7.1. The submission of the bid documents must be strictly in accordance with these instructions:

- 7.1.1. 4 (four) X original copies of the complete submission including all attachments. The hard copies must be clearly marked and bound and placed in separately sealed envelopes or package prior to packing together.
- 7.1.2. It is further important to note that once submitted, the bidder's submissions shall be fully binding upon the bidders. Failure by the bidders to satisfactorily investigate the conditions and requirements fully shall not relieve the bidders from the responsibility of properly estimating the complexity or the cost of performing the scope of work, in the event of being awarded the contract.
- 7.1.3. The successful bidder may be required to work with our appointed consultant (s) / Vendors (s) in the performance of required deliverables as per scope of work.
- 7.1.4. Bids received after the closing date and time may be disqualified, with or without notice to the tendering party.
- 7.1.5. Modifications to the bid document will be made in the form of an addendum to the bid document and will be transmitted simultaneously to all tendering parties.
- 7.1.6. A technical proposal including:
- 7.1.6.1. Information on and motivation for the bidder, setting out his or her personal, and his or her firm's suitability for the assignment;
  - 7.1.6.2. 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;
  - 7.1.6.3. Names and BBBEE status of all proposed team members, and their firms, setting out:
    - 7.1.6.3.1. 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;
    - 7.1.6.3.2. The suitability of each person for the proposed Roles in terms of their relevant skills and
    - 7.1.6.3.3. Summary of the percentage of black South African

Professionals of the team, clearly showing the roles they will play in providing the services.

7.1.7. The BBBEE proposal, setting out:

7.1.7.1. The number and percentage of black professionals playing leading roles in the bidder;

7.1.7.2. The percentage of black equity in the consortium;

7.1.7.3. Demonstrated understanding of skill and experience within the Team on concluding effective black participation in similar projects; and

7.1.7.4. Skills transfer plan within the company, consortium or joint venture to directly benefit black people.

7.1.8. The Price proposal setting out:

7.1.8.1. The cost per item and applicable discounts;

7.1.8.2. The proposals must include all costs and be fixed for 12 months, as TRT shall not accept any increase in the agreed rates once the proposal has been accepted. The pricing structure must be clearly stipulated.

## **8. ELIGIBILITY OF BIDDERS**

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

8.1.1. The bidder has the legal capacity to enter into a contract;

8.1.2. The bidder is not:

8.1.2.1. Insolvent;

8.1.2.2. Bankrupt;

8.1.2.3. Being wound up or liquidated;

8.1.2.4. Dormant or its business activities have not been suspended;

8.1.2.5. The subject of legal proceeding for any of the following:

8.1.2.5.1. Circumstance in paragraph 8.1.2 above; and

8.1.2.5.2. The bidder has fulfilled its tax obligations.

8.2. 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.

- 8.3. Only authorised signatories may sign the original and all copies of the bid document where required.
- 8.4. In the case of a natural person submitting a bid, this shall be clearly stated.
- 8.5. 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.
- 8.6. Failure to submit proof of authorisation to sign the bid shall result in the bid offer being regarded as non-responsive.
- 8.7. The bid offer shall be valid for a period of 180 days after submission of the bid documents to TRT. The price shall be valid for 12 months. If the bid validity period expires on a Saturday, Sunday or public holiday, the bid offer shall remain valid and open for acceptance until closure of business on the following working day.
- 8.8. 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.
- 8.9. Shortlisted bidders may be required to make formal presentations to the relevant TRT bid evaluation committee.
- 8.10. Formal notifications will be sent to the shortlisted bidders notifying them regarding the date, time and venue the various presentations are to be made.
- 8.11. 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.

## **9. BID EVALUATION**

- 9.1. The bid will be evaluated in three stages as follows:
  - Stage 1: The Local Content compliance.
  - Stage 2: Administrative and technical compliance.

- Stage 3: 80/ 20 point system as prescribed in Preferential Procurement Regulation 2011.

## **9.2. Stage 1**

The Bidders must complete and submit the Local Content NIP forms attached to this Bid, to be evaluated by Department of Trade and Industry (“DTI”). Should the Bidder not achieve the minimum required threshold set by the DTI, the Bidder will not be eligible for further evaluation. The local content must meet the minimum criteria of 80 %.

## **9.3. Stage 2**

The Bidders must submit the required returnable documents as required by TRT. The Bidders will then be evaluated based on compliance of the following:

- 9.3.1. Annexure A Returnable documents. Failure to comply will result in the bidder being disqualified.
- 9.3.2. Schedule of bidder’s experience.
- 9.3.3. List of references of past and present clients.
- 9.3.4. Bids will be rated in respect of each criterion on a scale of 1 – 5 i.e. 1 = Poor, 2 = Acceptable, 3 = Good, 4 Very good and 5 = Excellent. The maximum possible score that can be achieved for functionality is 100.
- 9.3.5. Bids that do not achieve a minimum score of 80 (out of 100) for functionality will not be evaluated further and will not pass to stage 3 of the Bid Evaluation Criteria.

## **9.4. Stage 3**

The 80/ 20 point system as prescribed in Preferential Procurement Regulation 2011 is as follows;

Price	80 points
BEE Contributor level	20 points

9.5. Apart from applying the criteria provided for in the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) and its regulations in the evaluation of the responses, TRT will also consider amongst others:

- 9.5.1. Costs rates of the services;
- 9.5.2. A joint venture proposal with an Affected Service provider;

- 9.5.3. Previous proven experience in the provision of bulk supply of uniform; and
- 9.5.4. Site visits to the site where the service provider will be delivering services.
- 9.6. A cross-functional sourcing team will be responsible for selection, evaluation and recommendation of the respondents.
- 9.7. TRT reserves the right to accept or reject any or all the proposals received, to waive any deviation from the bid process or any informality in responses received and to accept or reject one or more items in the bid if this in its best interest.
- 9.8. TRT shall not be bound by the lowest of or by any of the bids received and shall be entitled to select the proposal suitable to it, in its sole discretion. It shall not be liable for any costs or expenses or damages incurred by any bidder, irrespective of the outcome of this bid. If, however, any such bid leads to the conclusion of a services agreement, then solely the provisions of such contract as finally mutually agreed and signed shall govern the rights and obligations of TRT and the successful tenderer.

**9.9. Acceptance of bid offer**

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

9.9.1.1. is not under restrictions, or has principals who are under restrictions, preventing participating in the TRT's procurement,

9.9.1.2. 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,

9.9.1.3. has the legal capacity to enter into the contract,

9.9.1.4. 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,

9.9.1.5. Complies with the legal requirements, if any, stated in the Bid data,  
and

9.9.1.6. is able, in the opinion of the TRT, to perform the contract free of conflicts of interest.

#### **9.10. Prepare contract documents**

The appointment of the successful bidder will be subject to the conclusion of the uniform supply agreement between the bidder and TRT.

#### **9.11. Notice to unsuccessful Bidders**

9.11.1. Notify the successful Bidder of the TRT's acceptance of its tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid data, or agreed additional period.

9.11.2. After the successful Bidder has been notified of the TRT's acceptance of the tender, notify other Bidders that their tender offers have not been accepted.

### **10. DEFAULTS BY BIDDERS**

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

10.1.1. Fails to enter into a formal agreement when called upon to do so within such period as TRT may specify;

10.1.2. Fails to accept an order in terms of the proposal;

10.1.3. When called upon to do so, fails to furnish satisfactory security of the fulfilment of the contract, where applicable;

10.1.4. Withdraws such proposal after the advertised date and hour for the receipt of bids;

10.1.5. After signing the formal contract resulting from the proposal, fails to perform or has breached any condition of such contract;

10.1.6. Has offered, promised or given a bribe in relation to the obtaining or the execution of such contract;

10.1.7. Has acted in a fraudulent or improper manner or in bad faith towards TRT, or any Government Department or towards any public body, company or person in respect of any contract flowing from its proposal;

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.

10.2. 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 avoidance of doubt also be applied to any agent or employee in a fiduciary position.

## **11. BID PRICE AND CURRENCY**

11.1. All prices must be quoted in the currency of the Republic of South Africa unless otherwise specified. The Price must be vat inclusive and it must be fixed for 12 months.

11.2. Prices in any other currency shall be rejected by TRT save where a bid is in respect of imported goods in which case the bid price shall be in US Dollars with the date the exchange rate is applied being the date bids are evaluated by TRT.

11.3. Where the bid price is in US Dollars, such price shall be subject to the exchange rate prevailing on the Closing Date as published by TRT's bankers on such date and TRT shall not accept any fluctuations in the exchange rate at the time payments are made.

## **12. PAYMENTS**

12.1. 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.

12.2. 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.

12.3. Payment shall be made to the successful Bidder's bank account 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this Bid is awarded).

12.4. The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of any applicable law.

12.5 The Price must be in South African Rands and they will be no deposit paid.



### **13. PENALTIES**

- 13.1. Penalties for non-performance will be levied in terms of the uniform supply agreement to be concluded between the bidder and TRT. The bidder understands that TRT will levy penalties to recover costs and/or damages incurred as a result of such non-performance.
- 13.2. If the bidder fails to supply any or all of the goods within the period(s) specified in the uniform agreement then TRT reserves the right to appoint the bidder with the second and/or third highest points scored to serve as backup to the bidder.

### **14. WARRANTY**

The supplied products shall come with warranty for a period of the uniform supply agreement. The supplier warrants that, for the warranty period calculated from the acceptance of the services by TRT, the products and all parts thereof shall comply with the specifications and be free of latent or patent defects.

### **15. CONFIDENTIALITY**

- 15.1. 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.
- 15.2. 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 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 tools, 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:**

- | <b>YES</b>               | <b>NO</b>                |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Bid Form.                      |
| <input type="checkbox"/> | <input type="checkbox"/> | Technical Submission / Proposal          |
| <input type="checkbox"/> | <input type="checkbox"/> | Price Proposal (with detailed breakdown) |
| <input type="checkbox"/> | <input type="checkbox"/> | Signed uniform Supply Agreement          |

Kindly take note that:

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

.....

Signed

.....

Date

.....

Name in print

.....

Capacity