



**APPOINTMENT OF PANEL OF LEGAL
SERVICE PROVIDERS AND RELATED
SERVICES TO RTMC
FOR A PERIOD OF THREE (3) YEARS**

RTMC BID 15/2017/18

SECTION: 1

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

SECTION 01: CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Proprietary Information

Road Traffic Management Corporation (RTMC) considers this bid and all related information either written or verbal, which is provided to the respondent to be proprietary to RTMC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of RTMC.

2. Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this bid should be channeled to the email below:

Name	RTMC
Email Address	Bidadmin@rtmc.co.za

- 2.2 All the documentation submitted in response to this bid must be in English.
- 2.3 The RTMC may respond to any enquiry in its sole discretion and the bidder acknowledges that it will have no claim against the RTMC on the basis that its bid was disadvantaged by lack of information or inability to resolve ambiguities.

3. Validity Period

Responses to this bid received from bidders will be valid for a period of **120 days** counted from the closing date of the bid.

4. Supplier Performance Management

- 4.1 Supplier Performance Management is viewed by the RTMC as critical component in ensuring value for money acquisition and good supplier relations between the RTMC and all its suppliers.

5. Instructions on submission of Bids

- 5.1 Bids should be submitted in **Five (5) copies** and one electronic copy (on CD in PDF format) all bound in a sealed envelope endorsed, **RTMC BID 15/2017/18: Panel of Legal Service providers and other related services to RTMC for a period of three (3) years.**
- 5.2 The sealed envelope must be placed in the bid box at the Main Reception area of the **RTMC Building, Eco Origin Office Park, Block F, 349 Witch-Hazel Street, Highveld Ext 79, Centurion**, by no later than **11:00 AM on 12 December 2017.**
- 5.3 A valid tax clearance certificate must be included in the bid response, or proof of application endorsed by SARS in this regard.

- 5.4 The bidder's company name, closing date and the return address must also be endorsed on the envelope.
- 5.5 All bids submitted must be signed by a person or persons duly authorised thereto.
- 5.6 If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box. The RTMC will not be held responsible for any delays where documents are not placed in the bid box before closing time.
- 5.7 Bid received by telegram, telex, email, facsimile or similar medium will not be considered.
- 5.8 Where a bid document is not placed in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 5.9 Amended bids may be sent in an envelope marked "**Amendment to Bid**" and should be placed in the bid box before the closing time.
- 5.10 Where a bid has a **compulsory briefing session** as a condition, bidders who do not attend or send a representative **will be automatically disqualified** and bid responses will not be accepted/evaluated.
- 5.11 Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by RTMC in regard to anything arising from the fact that pages are missing or duplicated.

6. Undertakings by the Bidder

- 6.1 The bidder accepts that all costs incurred in preparation, presentation and any demonstration in relation to this bid shall be for the account of the bidder.
- 6.2 The bidder hereby offer to render all or any of the services described in the attached documents to the RTMC on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
- 6.3 The bidder shall prepare for a possible presentation should RTMC require such and the bidder shall be notified thereof no later than 4 (four) days before the actual presentation date. Such presentation may include demonstration of products or services as called for by the RTMC in relation to this bid.

- 6.4 The successful bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 6.5 The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk

7. RTMC's Rights

- 7.1 The RTMC reserves the right not to accept the lowest bid or any bid in part or in whole. RTMC normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to the RTMC.
- 7.2 The RTMC also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 7.3 The RTMC reserves the right to conduct a site visit at the premises of the offices or at any client sites if so required.
- 7.4 The RTMC reserves a right to amend any bid conditions, validity period, specifications, or extend the closing date of bid prior to the initially stated closing date. Bidders will be advised in writing of such amendments in good time.
- 7.5 The RTMC reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the RTMC to conduct background checks on the bidding entity and any of its directors/trustees/shareholders/members.
- 7.6 RTMC reserves the right to categorise the appointed suppliers according to their capacity i.e category 1 and/or reseller etc.
- 7.7 RTMC reserves the right to appoint more than one service provider.

8. Supplier Development and Promotion of Emerging Black Owned Service Provider

- 8.1 The RTMC promotes enterprise development In this regard, successful bidders are encouraged to mentor SMME's and/or Youth owned businesses. The implications of such arrangement will be subject to negotiations between the RTMC and the successful bidder.
- 8.2 It is also the objective of the RTMC to promote transformation of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this bid would be undertaken by black owned entities.
- 8.3 To give effect to the above requirement, bidders are required to submit a partnership/ subcontracting proposal detailing the portion of work to be outsourced, level of involvement of

the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

9. Bidders Details and Contact Person

DETAILS OF BIDDERS			
Name of your Company (in block letters)			
Signature(s) of the Bidder or assignee(s)		Date	
Name of person signing (in block letters)			
Capacity			
Are you duly authorized to sign this Bid?			
Company Registration Number			
VAT Registration Number			
Postal address (in block letters)			
Physical address (in block letters)			
Domicilium citandi et executandi in the RSA (full street address) (in block letters)			

DETAILS OF THE CONTACT PERSON	
Name of Contact Person	
Telephone Number	
Fax Number	
Cellphone Number	
E-Mail Address	

10. RESPONSE FORMAT

Bidders shall submit their responses in accordance with the response format specified below (each schedule must be clearly marked):

10.1 Cover Page:

10.1.1 The cover page must clearly indicate the bid reference number, bid description and the bidder's name

10.1.2 **Annexure 1** Invitation to Bid (SBD 1 - duly completed and signed)

Note: Prices should not be indicated on the SBD 1 form

10.2 Schedule 1:

10.2.1 Executive summary of the bidder's Company/Joint Venture/Partnership/Close Corporation.

10.2.2 **Annexure 2** of this RFP document (Duly completed and Signed)

10.3 Schedule 2:

10.3.1 Original and Valid Tax clearance certificate(s); please refer to annexure below:

Annexure 3 Tax Clearance Certificate Requirements

10.3.2 Certified copies of your CIPC company registration documents listing all members with percentages, in case of a CC. Or latest certified copies of all share certificates in case of a company;

10.3.3 BEE Certificate verified by a SANAS accredited verification agency or a letter from the supplier's auditor (option only for Exempted Micro Enterprises with annual turnover less than R5 million)

10.3.4 **Annexure 4** Declaration of Interest (SDB 4)

10.3.5 **Annexure 5** Declaration of Bidders Past SCM Practices (SBD 8)

10.3.6 **Annexure 6** Certificate of Independent Bid Determination (SBD 9)

Note: *If a Consortium, Joint Venture or Subcontractor, the documents listed above (10.3.2) must be submitted for each Consortium/ JV member or subcontractor.*

10.4 Schedule 3:

10.4.1 Responses to Section two of this document, in line with the format indicated in this bid document.

10.5 Schedule 4:

10.5.1 **Annexure 8** Preferential Point Claim (SBD 6.1)

11. SPECIAL INSTRUCTIONS TO BIDDERS

11.1 Bidders shall provide full and accurate answers to the questions posed in this document. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/technical requirements. All documents as indicated must be supplied as part of the bid response.

11.2 Should additional needs arise that are related to the above and are currently excluded, RTMC reserves the right to contact the appointed service providers and negotiate their inclusion in the contract.

11.3 Bidders are expected to have controls in place to manage any possible conflict of interest whenever they are requested to provide a service for or instructed to act against RTMC.

12. Local Production and Content

The RTMC promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. RTMC reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by Treasury Authorities in an effort to stimulate local production and content.

13. EVALUATION CRITERIA

The bid will be evaluated on a two stage process. Stage 1 will be mandatory requirements, Stage 2 will be on Functionality and on price and BBBEE (80/20) this will be applicable when the panel has been determined.

The requirements of Preferential Policy Framework Act 2000 (Act no 5 of 2000) will be applicable as stated above.

(a) STAGE 1 – MANDATORY REQUIREMENTS

Bidders who fail to meet the mandatory requirements will be disqualified from further evaluation.

(b) STAGE 2- EVALUATION CRITERIA

Only bidders who have made it to the panel will be invited to submit quotations as and when the need arises / per assignment and they will be evaluated in line with the PPPFA using the 80/20 principle.

STAGE 1: MANDATORY REQUIREMENTS (Bidders are required to tick which ever is applicable and attach documentation)

Registration with Law Society	Comply	Not Comply
The firm must be registered with the Law Society. Proof of registration from the relevant Law Society must be provided. Note: Bidders must submit an original or certified copy of original certificate of good standing issued by the relevant law society.		
Bidders are required to submit detailed company profiles reflecting experience, capacity and firm field of specialisation. Bidders must submit company profile as a requirement.		

<p>Registration with CSD</p> <p>For CSD registration please access the forms through this link: http://ocpo.treasury.gov.za and completed forms must be forwarded to business.support@csd.gov.za . Alternatively contact Tumelo Ntlaba or Thys Blom on the respective email addresses: tumelo.ntlaba@treasury.gov.za / Tel: 012-3155854 or thys.blom@treasury.gov.za Tel: 012-3156772</p> <p>NB: Kindly note the above exercise can take anything from a day to a maximum of three days.</p> <p>Bidder is required to submit CSD number / CSD report as proof</p>		
SBD forms signed and duly completed		

13.2 STAGE 2 PRICE and B BBEE.

Stage 2 will be applicable once the panel of service providers has been appointed. (The cost/ fee structure of every assignment will be negotiated with the relevant bidding panel members and a letter of appointment /scope of work/ brief mandate etc will be issued for each assignment. (This will be done through Request for quotation - RFQ process). Furthermore a guideline will be developed to regulate the utilisation of the panel.

SECTION: 2
SPECIFICATION DETAILS AND
FUNCTIONALITY REQUIREMENTS

SECTION 2: SPECIFICATION AND DETAILED FUNCTIONALITY REQUIREMENTS

1. PURPOSE

The purpose of this bid is to appoint a panel of Legal firms which will provide a wide range of legal services to the RTMC as and when required.

2. OVERVIEW AND BACKGROUND

The Road Traffic Management Corporation (RTMC) was established in terms of Section 3 of the Road Traffic Management Corporation Act, No. 20 of 1999, for co-operative and coordinated strategic planning, regulation, facilitation and law enforcement in respect of road traffic matters by the national, provincial and local spheres of government. It is a state-owned entity listed under Schedule 3A of the Public Finance Management Act.

3. SCOPE OF WORK

RTMC's Legal Services Unit is responsible for providing objective, value adding and innovative legal advisory services to the Corporation, thereby ensuring that legal risks are managed adequately and by mitigating exposure to litigation.

It against this background that proposals are sought from capable legal firms or practitioners in good standing within the legal fraternity.

3.1 Legal professional services

Bidders are required to submit their area/field of specialisation and the mandatory company profiles as submitted in stage one must be attached to that effect.

NB:The required legal advisory services have been categorised into fourteen (14) fields as reflected below. The bidder must indicate, in the table below with a tick (✓) the field the bidder is bidding for:

		PLEASE TICK
LABOUR LAW AND INDUSTRIAL RELATIONS	<ul style="list-style-type: none">• General Labour Related Advice, Legal Opinions• Industrial Relations Training As And When Required• Appearances/Brief Counsel CCMA Arbitrations/Labour Court• Advisory on Policy Developments• Drafting Disciplinary Codes	

		PLEASE TICK
	<ul style="list-style-type: none"> • Investigating Allegations of Misconduct, Chairing Disciplinarians and Prosecuting • Union Negotiations/Handling of Industrial Actions 	
INTELLECTUAL SERVICES	<ul style="list-style-type: none"> • Product Conventionalization and Product Development • Product Valuation • Commercialisation – distribution/packaging, etc • Search for Registrability (local or global) • Applications for Registration • Opposition to Applications • Prosecuting or Defending Infringements • Special Dispensation – IP from Publicly Funded Research Act • Designs Act • Patents Act • Copyright Act • Trademarks Act • Competition Act 	
LEGAL OPINIONS AND DOCUMENTATION SUPPORT	<ul style="list-style-type: none"> • Legal Advice • Legal Opinion • Regulator Cautionary Opinion • Contract drafting/review • Policy development/review • Letters of Intent • Letters of Authority • Certification 	
LITIGATION MATTERS	<ul style="list-style-type: none"> • Labour Litigation • Service/Procurement Litigation • Procedural/Administrative Law Litigation • Research Disputes • Initiating/Defending Litigation • Civil litigation, including Commercial and Contract 	

		PLEASE TICK
	<ul style="list-style-type: none"> Negotiating Settlements 	
COMPLIANCE MATTERS, STAKEHOLDER & PUBLIC POLICY MANAGEMENT	<ul style="list-style-type: none"> Monitoring of Public Policy Developments Guidance to the Board and the Board Secretariat Engagements with policy makers/regulators and legislature Drafting of submissions/commentary on public policy emanating elsewhere but having impact on RTMC 	
IT LAW		
COMMERCIAL LAW		
CRIMINAL LAW		
TAX LAW		
CONSTITUTION AND ADMINISTRATIVE LAW		
OTHER (TO BE SPECIFIED BY THE BIDDER)		

ANNEXURE AND STANDARD BIDDING DOCUMENTS

DOCUMENT	DESCRIPTION
BDGI	Bid Documents General Information
Annexure 1	Invitation to Bid (SBD 1)
Annexure 2	Acceptance of Bid Conditions and Bidder's Structure
Annexure 3	Tax Clearance Requirements (SBD 2)
	Annexure 4 SBD 6.2 Local content certificate
Annexure 5	Declaration of Interest (SBD 4)
Annexure 6	Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)
Annexure 7	Certificate of Independent Bid Determination (SBD 9)
Annexure 8	Pricing Schedule (SBD 3.3)
Annexure 9	Preference Points Claim Forms (SBD 6.1)
Annexure 10	Template of Contactable References
Annexure 11	Template of a Detailed Price Schedule (To Accompany SBD 3.3)

SECTION: 3

ANNEXURES AND STANDARD BIDDING DOCUMENTS

ATTACHED

BIDDING DOCUMENTS : GENERAL INFORMATION

1. The bidding forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire(s) or in a separate annexure.
2. The bidding forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question. Additional offers made in any other manner may be disregarded.
3. Bidding forms not filled in using a computer and printer shall be completed in black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
5. The forms in respect of Preference Points Claim, if attached, shall be completed and submitted with the completed Bid.
6. Firm bid prices and delivery periods are preferred. Consequently bidders shall clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
7. If non-firm prices are submitted, this fact should be clearly stated in the bidding documents.
8. Where items are specified in detail, the specifications from an integral part of the bidding document and bidders shall indicate in the space provided whether the items offered are to specification or not.
9. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".
10. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
11. The bid prices shall be given in the units shown.
12. All prices shall be quoted in South African currency.
13. All delivery costs must be included in the submitted bid prices.
14. Unless specifically provided for in the bidding document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.

15. All forms and tables must be completed as required. Non-submission of some required information will result in the bid declared invalid. In addition to the required information, brief additional information may be appended.
16. Bidders must ensure themselves that all the required forms, certificates and required documents are completed, signed and attached.
17. All bids are subjected to : the Project Specification, Special Provisions, Special Conditions and General Conditions of Contract.
18. Only the successful Bidder will be required to complete and sign a written Contract – Form SBD 7.
19. These conditions and information from part of the bid and failure to comply therewith may invalidate a bid.
20. For completion of SBD 6 Forms see relevant sections in Special Conditions of Contract.