

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, SUPPORT AND MAINTENANCE OF THE UNINTERRUPTED POWER SUPPLY (UPS) AT RTMC AND NATIS SITES

RTMC BID NO: 09/2024/25

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, provided to the Bidder to be proprietary of RTMC. It shall be kept confidential by the Bidder and its officers, employees, agents, and representatives. The Bidder 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 channelled to the email below, however the cut-off date will be on the **3 October 2024**.

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 The RTMC views Supplier Performance Management as critical in ensuring value-for-money acquisition and good supplier relations between the RTMC and all its suppliers.
- 4.2 Upon receipt of written notification of an award, the successful Bidder shall be required to conclude SBD 7.2 and the Service Level Agreement (SLA) with the RTMC, which will form an integral part of the agreement. The SLA will be a tool to measure, monitor, and assess the Bidder's performance level and ensure effective service delivery, quality, and value-add to RTMC business.
- 4.3 Should the successful Bidder fail to sign the SBD 7.2 and the SLA when called upon to do so, the RTMC may, without prejudice to any other rights it may have -

- 4.3.1 cancel the contract that may have been entered into between the successful Bidder and the RTMC, and the successful Bidder shall pay to the RTMC any additional expenses incurred by the RTMC having either:
 - 4.3.1.1 to accept any less favourable Bid or,
 - 4.3.1.2 if new Bids have to be invited, the additional expenditure incurred by the invitation of fresh Bids and/ or by the subsequent acceptance of any less favourable Bidder.

5. Instructions on submission of Bids

5.1 Bids should be submitted as follows:

5.1.1 Technical envelopes

- i. Two (2) copies for technical responses/functional evaluation (one original and one copy)
- ii. PDF soft copy in a memory stick of the technical responses/functional (to be enclosed in the envelope that contains the original document)

5.1.2 Financial envelopes

- i. The pricing schedule should be submitted separately. Two (2) copies (one original and one copy)
- ii. PDF soft copy of a memory stick of the pricing schedule (to be enclosed in the envelope that contains the original document)

5.2 All envelopes to be sealed and endorsed, RTMC BID 09/2024/25: Appointment of a service providers for the supply and installation of the Uninterrupted Power Supply (UPS) to the RTMC and NaTIS sites for a period of three (03) years.

5.3 The sealed envelope must be placed in the bid box at the Main Reception area of the RTMC Centurion Gate Business Park Block D 146 Akkerboom Street Zwartkop Centurion, 0157 by no later than 11:00 am on 10 October 2024.

5.4 Compulsory Briefing Session: Online/Virtual

The online/Virtual compulsory briefing session details are as follows:

5.4.1 Bidders must register for a compulsory briefing session by submitting the necessary information to <u>bidadmin@rtmc.co.za</u> by **25 September 2024 at 14:00pm** to be eligible to participate in the compulsory briefing and the bid process.

- 5.4.2 The following information is required to register for a briefing session:
 - Company Name
 - CSD Registration number
 - Name and Surname of the Representative
- 5.4.3 Upon registration, a link will be shared with the bidders to enable them to participate in the stated virtual meeting.
- 5.4.4 Bidders will be required to log in using their company name thirty (30) minutes before the start of the briefing session to allow for virtual registration. For example, if the session starts at 10:00, bidders can log in at 09:30, and the session will begin promptly at 10:00 am.
- 5.4.5 After the briefing session, a signed briefing certificate will be emailed to all the bidders who were part of the online/virtual briefing session.

NB: The mentioned briefing certificate must be attached to the bid documents upon submission on the closing date of the bid. (Failing which will invalidate the bid)

5.5 Compulsory Briefing Session: Online/Virtual

- 5.5.1 The online/Virtual compulsory briefing session will be held on **27 September 2024** at **10:00 am.**
- 5.6 The envelope must also endorse the Bidder's company name, closing date, and return address.
- 5.7 All bids submitted must be signed by a person or persons duly authorized thereto.
- 5.8 Suppose a courier service company is being used to deliver the bid document. In that case, 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 the closing date and time.
- 5.9 Bid received by email, facsimile, or similar medium will not be considered.
- 5.10 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.
- 5.11 Amended bids may be sent in an envelope marked "**Amendment to Bid**" and should be placed in the bid box before the closing time.

5.12 Bidders should check the number of the pages to satisfy themselves that all are included and not duplicated. RTMC will accept no liability regarding 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 Bidder's account.
- 6.2 The Bidder hereby offers 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 by 4 (four) days before the presentation date. Such presentation may include a demonstration of products or services as called for by the RTMC in relation to this bid.
- 6.4 The successful Bidder hereby accepts 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 Note that should the bid be accepted, and the Bidder be unwilling or unable to commence the services on the commencement date due to circumstances that are within its control, the RTMC shall be entitled, without prejudice to any other rights it may have
 - 6.5.1 to terminate the contract or
 - 6.5.2 claim specific performance from the successful bidder and
 - 6.5.3 claim damages from the successful bidder.
- 6.6 The Bidder furthermore confirms 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 accepts 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 whole. RTMC typically awards the contract to the Bidder, who proves to be fully capable of handling the contract and whose bid is technically acceptable and financially advantageous to 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 any client sites if required.
- 7.4 The RTMC reserves a right to amend any bid conditions, validity period, or specifications or extend the closing date of the bid before 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 consents to the RTMC to conduct background checks on the bidding entity and any of its directors/trustees/shareholders/members.
- 7.6 The RTMC acknowledges and agrees that all data and Personal Information provided by the Bidder to the RTMC, or to which the RTMC may be exposed, shall constitute Personal Information.
- 7.7 The RTMC hereby undertakes-
 - 7.7.1 In favour of the Bidder that it shall at all times strictly comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) and any other legislation related to the protection of Personal Information.
 - 7.7.2 To use its best efforts to keep Personal Information confidential and shall not disclose any Personal Information to any other person except as required by law, save to the extent set out in this bid;
 - 7.7.3 At the RTMC's option, return or destroy any Personal Information once it is no longer required to perform its obligations under this bid or any directly related purpose and
 - 7.7.4 not process Personal Information for any purpose other than to perform its obligations under this bid.

7.8 The RTMC will never request any compensation in whatever form; from any supplier to be awarded a contract. Suppliers are hereby advised not to fall for these scammers.

8. SPECIAL INSTRUCTIONS TO BIDDERS

- 8.1 Bidders shall provide complete and accurate answers to the questions posed in this document.
- **8.2** Bidders must substantiate their response to all questions, including 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.
- **8.3** The RTMC reserves the right to sign a Service Level Agreement (SLA) with the service provider to supplement services in an agreement in this regard.
- **8.4** RTMC reserves the right to include any additional related items on the contract that are not part of the bid document.
- **8.5** The RTMC will not be held responsible for any costs incurred in preparing and submitting bid documents.
- **8.6** RTMC reserves the right to verify the information bidders provide; any misrepresentation will lead to the Bidder's disqualification.
- **8.7** The bidder is expected to provide a dedicated Service Manager for the duration of the tender /project.
- 8.8 To prevent the abuse of SCM system, RTMC will under no circumstances allow or promote bid rigging (or collusion bidding) from any bidder. For instance, bidders who submit bid documents on their own, and enter into Joint Venture Agreement or any other Agreement with another company using the same company, irrespective of either declared on SBD 4 or not. Both bidders will be disqualified should such be identified.
- **8.9** The Certificate of Compliance (CoC) issued upon completion of the work must be on the same company name appointed by RTMC.

SECTION: 2

SPECIFICATION DETAILS AND FUNCTIONALITY REQUIREMENTS

SECTION 2: TECHNICAL REQUIREMENTS/ SPECIFICATION

1. PURPOSE

The purpose of this bid is to invite potential service provider/s with relevant expertise to supply, install, support and maintenance of the Uninterrupted Power Supply (UPS) at RTMC and NaTIS sites for a period of three (3) years.

2. BACKGROUND

- 2.1 One of the outcomes of the RTMC 2020-25 Strategic Plan is to deploy the CLLT solution nationally to reduce fraud and corruption at DLTCs.
- 2.2 The Current Annual Performance Plan (APP) indicates that the deployment of the CLLT must be completed in the financial year 2025/26, while the contract of the UPS service provider is coming to an end by 30 September 2024.
- 2.3 Considering the RTMC's expansion plans as well as new DLTCs that are opened each year and the need for support and maintenance of the existing UPSs. It is necessary to acquire the services of a service provider to supply, install, support and maintain the Uninterrupted Power Supply (UPS).
- 2.4 The 6KVA Delta or similar UPSs are installed, supported, and maintained at the DLTCs and various Registering Authorities (RAs).

3. SPECIFICATIONS / SCOPE OF WORK

- 3.1 The RTMC requires services for the supply, installation, support, and maintenance of UPS nationally at all RTMC offices and NaTIS sites.
- 3.2 Support and maintenance include the replacement of lead acid batteries with lithium batteries where UPS has already been installed.
- 3.3 For RTMC offices, the UPS specification will be determined by the size of the office, type and number of devices that must be linked to the UPS.
- 3.4 All UPSs must have a network (Ethernet) interface to send SNMP/email alerts to the RTMC.
- 3.5 Where necessary, electrical wiring might be required in which case a Certificate Of Compliance must be provided.
- 3.6 The bidders must provide a full turnkey solution for remote management of UPSs.
- 3.7 The bidders are expected to make provision for the availability of technical human resources for emergency cases as will be stipulated in the SLA for support and maintenance.
- 3.8 The successful bidder is expected to provide monthly reports for all services rendered.

- 3.9 Annexure A is a list of sites where CLLT has been deployed and requires support and maintenance. Sites with Lead Acid batteries are indicated. Lead Acid batteries must be replaced with Lithium batteries.
- 3.10 Annexure B is a list of sites where CLLT must be deployed (installation, support, and maintenance).
- 3.11 Annexure C is a list of sites where CLLT future deployments are to be done. Requests to deploy may be made as soon as the sites are ready.
- 3.12 New sites are opened by provinces for which deployment plans will be shared with service providers as and when the need arises.
- 3.13 The successful bidder is expected to provide support and maintenance of CLLT UPSs installed at NaTIS sites nationally.
- 3.14 The successful bidder is expected to install 6KVA UPSs at the new NaTIS sites as and when required to do so by the RTMC.
- 3.15 The successful bidder is expected to also install and provide support and maintenance services at RTMC offices as per request from the RTMC from time to time.
- 3.16 The RTMC will conduct site inspections of DLTCs, and the successful bidders may accompany the RTMC on such visits. The site inspections produce site plans which will inform where the UPS will be installed amongst other things.
- 3.17 RTMC technicians will be on-site to manage the installation of the UPS.
- 3.18 The services will be required in all nine provinces as and when required.

4. STANDARDS AND QUALITY ASSURANCE

- 4.1 The RTMC is currently using 6KVA Delta UPSs or similar at CLLT and NaTIS sites.
- 4.2 The RTMC will advise where a different UPS specification may be required.
- 4.3 The batteries used are lithium batteries, and where lithium batteries are not used the batteries are to be replaced with lithium batteries.
- 4.4 The UPSs must connect to an Ethernet network interface with the capability to send SNMP/email alerts.
- 4.5 The support and maintenance is expected to be provided for 365 days or as determined by the RTMC, and to be charged monthly on the existing infrastructure, inclusive amongst others the following:
 - Biannual service of UPS.
 - Call out and repair.
 - Call out and battery replacement.
 - Telephonic and on-site emergency response.
 - Daily support and response.
- 4.6 The RTMC will conduct quality assurance on work done.

SECTION: 3 EVALUATION CRITERIA

1. EVALUATION CRITERIA

The bid will be evaluated in the following stages:

(a) Stage 1 – <u>Standard Compliance Requirements</u>

Bidders are expected to submit and comply with all the required Standard Compliance Requirements. Failure to comply with these requirements will invalidate the bid. Below are the Standard Compliance requirements.

- Bidders are required to submit bid documents as follows:
 - one original,
 - one hard copy
- PDF electronic copy in a marked/ labelled memory stick. Documents submitted electronically must be the same as the hard copy (original).
- In case of a Joint Venture (JV), Consortium, Teaming Agreement, or similar relationship/agreement, bidders must submit standard bidding documents i.e.
 - SBD 1 (one consolidated SBD 1 for JV) and SBD 4, must be enclosed on envelope one
 - SBD 6.1 must be enclosed on envelope one only
 - For each of the entities in an agreed business relationship accompanied by a signed agreement by all the parties concerned.
 - The layout of the required documents is set up on the following page table
 1.1.
- NB: To prevent the abuse of SCM system, RTMC will under no circumstances allow or promote bid rigging (or collusion bidding) from any bidder. For instance, bidders who submit bid documents on their own, and enter into Joint Venture Agreement or any other Agreement with another company using the same company, irrespective of either declared on SBD 4 or not. Both bidders will be disqualified should such be identified.
- Bidder(s) must be registered with National Treasury Centralised Supplier Database (CSD) – CSD report or CSD MAAA Reference Number.
- Compulsory briefing session certificate must be completed and enclosed on envelope one.

(b) Stage 2 – <u>Mandatory Requirements</u>

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

(c) Stage 3 – <u>Functionality Evaluation</u>

This process comprises of written responses/ proposals which consists of **100 points**.

NB: Bidders will be required to score a minimum of **70 points** to qualify for stage 4.

(d) Stage 4 – Price and Specific Goals Evaluation

Bidders will be evaluated on 80/20 scale (i.e., 80 points for price and 20 points for specific goals). Only becomes applicable once the panel is in place.

1.1 STAGE 1 – STANDARD COMPLIANCE REQUIREMENTS

STANDARD COMPLIANCE REQUIREMENTS	COMPLY
	(YES / NO)
ENVELOPE ONE (1)	
Total number of copies submitted = Two (2) (1 original and one copy)	
All the documentation under the bid proposal is to be converted and	
submitted in a PDF within a memory stick	
Proof of CSD Registration. (CSD number or report)	
Registration on CSD (available on <u>www.csd.gov.za</u>)	
Compulsory Briefing Session Certificate	
SBD 1: Invitation to bid and company information	
SBD 4: Declaration of interest	
SBD 6.1: Preference points claim form	
ENVELOPE TWO (2) – FINANCIAL PROPOSAL	
Total number of copies submitted – Two (2) (one original and one copy)	
All the documentation under the financial proposal is to be converted and	
submitted in a PDF within a memory stick	
Pricing Schedule	
NB. Bidders are required to complete the attached provided price	
schedule – Annexure "A" (either as issued or on their company	
letterhead)	

1.2 STAGE 2 – MANDATORY REQUIREMENTS

MAND	ATORY REQUIREMENTS	Comply (Yes / No)
Bidder	s must have:	
	(i) Valid Letter of Good Standing Compensation for Occupational Injuries and Diseases Act (COIDA) in the name of the Company.	
Compli	Compliance requirement:	
	Attach valid letter of good standing issued by Dept of Labour in the name of the Company.	

1.3 STAGE 3 – FUNCTIONALITY CRITERIA

This process will be used which comprises of written responses / proposals.

STEP 1- WRITTEN RESPONSES/PROPOSALS

DESCRIPTION	POINTS	
A. References of Similar Work Done	30	
Bidders must provide references of similar work done on Uninterrupted Power Supply (UPS) in accordance with the required services.		
i. 1 to 3 references = 15 points		
ii. 4 to 6 references = 20 points		
iii. 7 and above reference letters = 30 points		
Compliance requirement:		
The bidder must submit clearly visible reference letters in clients' letterhead indicating all the below-mentioned details, viz.		
Name of the institution/entity/client where services were rendered,		
 Address of the institution/entity/client where work was rendered, 		
Duration/Period, and		
Contact details, and		
Reference letters must be signed by the authorized person/s		
 See attached template as a guide to fill the required details above (Annexure B) 		

DESCRIPTION		POINTS
NB: Bidders are required to ensure that information provided is accurate and		
corre	ect as the RTMC reserves the right to conduct reference checks.	
В.	FINANCIAL CAPACITY	35
Bidde	ers must provide proof of financial capacity with a minimum of R500 000	
posit	ive cash balance, not a turnover , at the time of bid closure and / or access to	
	credit through a single or various sources, considered as one or combined (i-v) from the following:	
i.	Bank statement stating a positive balance available in the bank account (bank	
	certified or stamped) not older than 3 months at the time of bid closure.	
	AND / OR	
ii.	Provide proof of access to bank credit facilities, <u>not older than 3 months at</u> <u>the time of bid closure.</u>	
	(Loan Agreement/ Overdraft Facility/ Revolving Credit – on the bank letter head	
	with bank certified or stamped, not older than a month at the time of the bid	
	closure) and provide proof of the available bank balance. (Not a conditional	
	assessment of Credit Rating or Bank Rating).	
	AND / OR	
iii.	A signed letter of commitment from a registered financial service provider	
	(FSP registered with NCR) indicating a commitment to fund the bidder should	
	they be successful, not older than 3 months at the time of bid closure.	
	AND / OR	
iv.	Provide proof of access to supplier's credit facilities, must be on the company	
	letterhead of the credit issuer not older than 3 months at the time of bid	
	<u>closure.</u>	
	AND / OR	
v.	Signed letter of commitment from any third party other than the above	
	indicating a commitment to fund the bidder in relation to this bid should they	
	be successful. Submitted with the letter of commitment, the third party must	
	provide a certified or stamped confirmation from their bank indicating a	
	required positive cash balance, not older than 3 months at the time of bid	
	<u>closure.</u>	

DESCRIPTION		POINTS	
C. RELEVANT SKILLS AND QUALIFICATIONS		25	
Bidders	must demonstrate expertise in executing the tasks in terms of the		
scope o	f work		
Qualifica	ations and skills of team members.		
(i)	One (1) X Electrical Technician		
	• 1 – 2 years as an electrical technician= 5 points		
	• 3 and more years as an electrical technician = 10 points		
Complia	ance requirement:		
	• Detailed CV of electrical technician responding fully to the above		
	should be submitted.		
(ii)	One (1) X Electrician		
	 1 – 2 years as an electrician= 5 points 		
	• 3 – 4 years as an electrician = 10 points		
	• 5 and more years as an electrician = 15 points		
Complia	Compliance requirement:		
	• Proof of registration (Blue or Yellow card) with the Department of		
	Labour as qualified Electrician		
	 Detailed CV of Electrician responding fully to the above should be submitted. 		
D. CAPA	ACITY TO TRANSPORT/ DELIVER	10	
Bidders	must demonstrate the capability to transport/deliver the UPS material to		
the assi	igned sites with the underneath type of vehicle which must comply with the		
National	National Road Traffic Act; 1996 (Act No.93 of 1996):		
	i. 1 X goods vehicle.		
-	Compliance requirements:		
	Bidders must provide the following:		
proof of ownership if owned, or			
 an existing Lease Agreement (if any), or 			
	in undertaking by the leasing entity if intend leasing, or		
• a	letter of intent signed by the lessor in the name of the bidder		

DESC	CRIPTION	POINTS
NB: All the above must be supported by a proof of either of the following:		
i.	The letter of intent to rent a vehicle from the title holder of the vehicle or the owner of the vehicle. A letter must be accompanied or submitted with a Valid certificate of licensing (license disc) for the vehicle. OR	
ii.	Bidders must provide a Valid certificate of licensing (license disc) for the vehicle.	
	B: In case of the tripartite agreement, the bidders must clearly detail or outline e agreement between all parties. (for execution of the duty)	
TOT	AL	100

NB: BIDDERS WILL BE REQUIRED TO SCORE POINTS IN ALL CATEGORIES MENTIONED ABOVE AND A MINIMUM OF 70 POINTS, SHOULD BE SCORED IN ORDER TO QUALIFY FOR STAGE 4.

1.3 STAGE 4 – PRICE AND SPECIFIC GOAL EVALUATION

Bidder/s who qualify for this stage will be evaluated using the PPPFA and the one scoring highest points will be awarded bid:

CRITERIA	MAXIMUM POINTS
Price	80
Black Owned Company	5
Women Owned Company	5
Youth Owned Company	5
*Company owned by people with disabilities	5
Grand Total	100

* Medical Practitioners certificate/letter must be attached.

SECTION: 4 ANNEXURE AND STANDARD BIDDING DOCUMENTS See the attached SBD forms. (All SBD forms must be signed)

- 1. The bidding forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional shall be provided in the enclosed questionnaire(s) or a separate annexure.
- 2. The bidding forms should not be retyped or redrafted; photocopies may be prepared and used. Additional offers may be made for any item, but only on a page photocopy. 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 all are included and duplicated. No liability shall be accepted regarding claims arising from the fact that pages are missing or duplicated.
- **5.** If attached, the forms regarding the Preference Points Claim 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.
- 7. If non-firm prices are submitted, the bidding documents should clearly state this.
- 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.
- **9.** Regarding the paragraphs where the items offered are strict 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.