



Road Traffic Management Corporation

APPOINTMENT OF A PANEL OF ATTORNEYS' FIRM TO SUPPLY LEGAL AND RELATED SERVICES

RTMC BID NO: 02/2023/24

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 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 **22 May 2023**.

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.
- 4.2 The successful bidder shall upon receipt of written notification of an award, be required to conclude SBD 7.2 and Service Level Agreement (SLA) with the RTMC, which will form an integral part of the agreement. The SLA will serve as a tool to measure, monitor and assess the Bidder 's performance level and ensure effective delivery of service, 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

- Two (2) copies for technical responses/functional evaluation (1 Original and 1 copy)
- PDF soft copy in a memory stick of the technical responses/functional (to be enclosed in the envelope which contains the original document)

5.1.2 Financial envelopes: Not Applicable

5.2 All envelopes to be sealed and endorsed, **RTMC BID 02/2023/24: Appointment of a panel of attorneys' firms to supply legal and related services to the RTMC 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 Eco Origin Office Park, Block F, 349 Witch-Hazel Street, Highveld, Centurion Ext 79, 0157** by no later than **11:00am on 30 May 2023.**

5.4 **Compulsory Briefing session: Online/Virtual**

5.4.1 The online/Virtual compulsory briefing session will be held on **15 May 2023 at 12:00pm.**

5.4.2 Bidders are required to register for a compulsory briefing session by submitting necessary information to bidadmin@rtmc.co.za by not later than **11 May 2023 at 14:00pm** in order to be eligible to participate in the compulsory briefing and the bid process.

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 on the stated virtual meeting.

5.4.4 Bidders will be required to login using their company name, thirty (30) minutes before the starting time of the briefing session to allow for a virtual registration. Example, if the session starts at 10:00am bidders will be allowed to login at 09:30am and session will start promptly at 10:00am. No bidder/s will be allowed in the briefing session past the starting time.

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 on the bid documents upon submission on the closing date of the bid. (Failing which will invalidate the bid)

5.5 The bidder's company name, closing date and the return address must also be endorsed on the envelope.

5.6 All bids submitted must be signed by a person or persons duly authorised thereto.

5.7 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.

5.8 Bid received by email, facsimile or similar medium will not be considered.

5.9 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.**

5.10 Amended bids may be sent in an envelope marked "**Amendment to Bid**" and should be placed in the bid box before the closing time.

- 5.11 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 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 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 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 claim damages from the successful bidder.
- 6.6 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 and Obligations

- 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 utilise the services of the appointed panel as and when the need arises.
- 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 The RTMC acknowledge and agree 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 for the purposes of performing 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 Panel members are not guaranteed any work under this bid proposal and the basis of engaging firms of attorneys will be strictly on an instruction basis.

7.9 The cost of every instruction will be negotiated with the relevant bidding panel member/s and a letter of appointment will be issued for each assignment awarded.

7.10 The RTMC reserves the right to interview panel members that are short listed for specific assignments and may, at its sole discretion award an assignment or any part thereof to more than one panel member.

7.11 The RTMC may at its own discretion vary an instruction to include more work.

7.12 The firms of attorneys on the panel may not, when instructed by RTMC, cede or assign any part of its agreement with the RTMC nor subcontract any part of the work assigned to them without the prior written authorization of the RTMC.

7.13 RTMC reserves the right to include any additional related legal services currently not part of the bid document.

7.14 Intellectual property rights

7.14.1 All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of the RTMC.

7.14.2 Firms of attorneys must hand over all documents and information in any format, including copies thereof, that it received from the RTMC or that it had access to during the assignment immediately after completion of the assignments to the RTMC.

7.14.3 Firms of attorneys shall deliver to the RTMC, on completion of an instruction, any security devices, passwords or protective mechanisms to the soft versions of documents that were written and the RTMC will have the right to amend and change these without obligation whatsoever to the firms of attorneys upon completion of the instruction.

8. **SPECIAL INSTRUCTIONS TO BIDDERS**

- 8.1 Bidders shall provide full and accurate answers to the questions posed in this document.
- 8.2 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.
- 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 currently not part of the bid document.
- 8.5 The RTMC will not be held responsible for any costs incurred in the preparation and submission of bid documents.
- 8.6 RTMC reserves the right to verify information provided by bidders and any misrepresentation will lead to disqualification of the bidder.

SECTION: 2

SPECIFICATION DETAILS AND FUNCTIONALITY REQUIREMENTS

SECTION 2: TECHNICAL REQUIREMENTS/ SPECIFICATIONS

1. PURPOSE

The RTMC seeks to appoint a panel attorneys' firms to render legal and related services and the purpose of this bid is to invite potential service providers on the panel of legal experts for a period of three (3) years.

2. BACKGROUND

2.1 Professional legal services are vital when the necessary skills and/or resources are required to perform a certain project/duty/study and such skills may not always be readily available and present in the Corporation or such services may only be performed by registered professionals.

2.2 In consideration of the above and in order to ensure continuous and improved legal service delivery and availability of resources, such an appointed panel will be used to advise and render professional legal services to and on behalf of the Corporation, that informs the request for the establishment of the legal panel.

2.3 The following information will be required from applicants, which information will also form the specifications herein, and are as follows:

- Full details on attorneys' firm, including personnel composition and company profile.
- Practising Members to be duly registered with the Legal Practice Counsel
- Valid Fidelity Fund Certificate/s
- Bidders must indicate the relevant experience and exposure with proven track record of expertise and experience within the following areas of practice:

ITEM NO.	AREAS OF PRACTICE	PLEASE TICK (✓)
1	Administrative Law	
2	Constitutional Law	
3	Alternative Dispute Resolution	
4	Conveyancing	
5	Commercial Law	

6	Criminal Law	
7	Data Protection and Information Management	
8	Intellectual Property (IP)	
9	Labour Law	
10	Litigation (Civil and Criminal)	
11	Public Law	

2.4 The RTMC would like to appoint a panel attorneys' firms to supply legal and related services and the purpose of this bid is to invite potential service providers on the panel of legal experts for a period of three (3) years.

SECTION: 3

EVALUATION CRITERIA

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The bid will be evaluated in the following stages:

(a) Stage 1 - Standard Compliance Requirements

Bidders are expected to submit and comply with all the required Standard Compliance Requirements. Failure to comply with these requirements, will lead to bidders being disqualified from evaluation. Below are Standard Mandatory requirements.

- Bidders are required to submit 2 copies [One (1) Original plus one (1) Copy] and PDF soft copy in a memory stick. Documents submitted on soft copy must be the same documents as the hard copy (original). RTMC will not take responsibility for any disqualifications due to documents submitted on a soft copy, but not included on the original.
- All standard bidding documents must be duly completed and signed by authorised person. In case of a JV, Consortium or similar relationship/arrangements; bidders must submit standard bidding documents for entities in an arranged business relationship and accompanied by an agreement.
- Bidders must be registered with National Treasury Centralised Supplier Database.
- Compulsory briefing session certificate

(b) Stage 2- Mandatory Requirements

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

(c) Stage 3 – Functionality Evaluation

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

Bidders will be required to score at **70 points** on functional evaluation in order to qualify for stage 4.

(d) Stage 4 – Price and Preference Points Evaluation Bidders will be evaluated on either 90/10 or 80/20 (i.e., 90/80 points on Price, 5/10 points on B-BBEE and 5/10 points for Specific Goals).

NB: EVALUATION ON PRICING WILL BE DONE ONCE THE PANEL IS IN PLACE TO THE APPOINTED BIDDERS

1.1 STAGE 1 – STANDARD COMPLIANCE REQUIREMENTS

STANDARD COMPLIANCE REQUIREMENTS	Comply (Yes / No)
ENVELOPE ONE	
Total Number of copies submitted – Two (2) (1 original and 1 copy) PDF soft copy in a memory stick	
Proof of CSD Registration. (CSD number or report) Registration on CSD (available on www.csd.gov.za)	
Compulsory Briefing Session Certificate	
SBD1: Invitation to bid and company information	
SBD4: Declaration of interest	

NB: Failure to comply with the above requirements will lead to a disqualification of the bid.

1.2 STAGE 2 – MANDATORY REQUIREMENTS

Item	Description	Comply Yes/No
1.	<p>Practising Attorney / Director / Associate of the firm must be a member in good standing with Legal Practice Counsel (“LPC”)</p> <p>Compliance Requirement:</p> <p>Valid letter of good standing issued by LPC</p>	
2.	<p>Fidelity Fund</p> <p>Compliance Requirement:</p> <p>Valid Fidelity certificate/s issued by Legal Practice Counsel (LPC)</p>	

Failure to comply with the above requirements will lead to a disqualification of the bid.

1.3 STAGE 3 – FUNCTIONALITY CRITERIA

Stage 3 will be based on written proposals and shall be evaluated based on the following parameters for functionality.

DESCRIPTION	POINTS
1. SIMILAR WORK DONE	70
<p>Bidder(s) to demonstrate experience of the Practising Attorney / Director / Associate in the areas of practice in law as indicated in paragraph 2.3 above.</p> <ul style="list-style-type: none"> • 1 to 5 reference letters = 50 points • 6 to 8 reference letters = 60 points • 9 to 15 reference letters = 70 points <p>Compliance Requirements: Bidders are expected to submit reference letters confirming work done to substantiate areas of practice in law. The following details must at least be reflected in the content: -</p> <ul style="list-style-type: none"> • Name and short description of similar service rendered /involved in • Role and Responsibilities, • Duration of involvement, • Contactable References. <p>NB: Failure to indicate all the above requirements on the reference letters will lead to bidders not obtaining points.</p>	
2. PRACTISING EXPERIENCE	30
<p>The bidder must demonstrate team member/s years of experience in practice.</p> <ul style="list-style-type: none"> • Attorney/s with 10 years or more experience = 20 points <p>AND</p> <ul style="list-style-type: none"> • Attorney/s with 1 – 9 years of experience = 10 points 	

Compliance Requirements: CVs and valid letter of good standing issued by LPC to substantiate the above must be attached	
STAGE 3 SUB TOTAL	100

NB: BIDDERS MUST SCORE A MINIMUM OF 10 POINTS ON PRACTICING EXPERIENCE (ITEM NUMBER 2 ABOVE) IN ORDER FOR THEM TO BE ELIGIBLE FOR EVALUATION ON THE NEXT STAGE (STAGE 4).

NB: BIDDERS WILL BE REQUIRED TO SCORE A MINIMUM OF 70 POINTS IN ORDER TO QUALIFY FOR STAGE 4.

1.5 STAGE 4 – PRICE AND B-BBEE (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	90/ 80
B-BBEE Level	5/ 10
Black Owned Company	2.5/ 5
Women Owned Company	2.5/ 5
Grand Total	100

NB: THIS WILL BE DONE ONCE THE PANEL IS IN PLACE TO THE APPOINTED BIDDERS

SECTION: 4

ANNEXURE AND

STANDARD BIDDING

DOCUMENTS

(All SBD forms must be

signed)

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 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.