



Road Traffic Management Corporation

**APPOINTMENT OF A SERVICE PROVIDER
FOR SUPPLY AND DELIVERY OF
FIREARMS, AMMUNITION AND RELATED
ITEMS FOR A PERIOD OF THREE (03)
YEARS**

RTMC BID NO: 01/2022/23

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 to 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 **14 July 2022**.

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 a SDB 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 SDB 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

- Pricing schedule should be submitted separately Two (2) copies (1 Original and 1 copies)
- PDF soft copy in a memory stick of the pricing schedule (to be enclosed in the envelope which contains the original document)

5.2 All envelopes to be sealed and endorsed, **RTMC BID 01/2022/23 Appointment of a service provider for supply and delivery of firearms, ammunition and related items for a period of three (3) 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 11:00 am on 19 July 2022.**

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

5.4.1 The online/Virtual compulsory briefing session will be held on **06 July 2022 at 10:00am.**

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 **04 July 2022 at 14:00pm** 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

Bidder/s who fail to comply with the above requirement will not be considered the compulsory briefing session.

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 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 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 Bidders should note that should its Bid be accepted, and should 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

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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

- 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 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; and
- 7.7.3 not process Personal Information for any purpose other than to perform its obligations under this bid.

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 this requirement, bidders are required to submit a partnership/ sub-contracting 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. SPECIAL INSTRUCTIONS TO BIDDERS

- 9.1 Bidders shall provide full and accurate answers to the questions posed in this document.
- 9.2 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.
- 9.3 RTMC reserves the right to determine the number of service providers.
- 9.4 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.
- 9.5 RTMC reserves the right to include any additional related items on the contract that are currently not part of the bid document.
- 9.6 The RTMC will not be held responsible for any costs incurred in the preparation and submission of bid documents.
- 9.7 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/ SPECIFICATION

The service provider must be able to supply firearms, ammunition, firearm accessories and other related items indicated on the below table as and when required by the RTMC:

ITEM	DETAILED DESCRIPTION
9mm firearm Pistol	Calibre: 9mm x 19mm Mag Capacity: 15 - 17 Weight Unloaded: 572g - 705g Barrel length: 90mm - 11.5mm Size: (LxWxH): 147mmx26mmx109mm – 202mmx32mmx139mm Engraved
12-gauge pump action shotgun	Action: Pump Action Barrel length: max 18.5 inch Cartridge: 12 Gauge Feed system: 5 – 7 rounds tube magazine
Smoke grenades	Weight: 150g - 539g Fuse Delay: Approx. 2 seconds Effect: Smoke (various colours 50 - 90 seconds) Effect Duration: Approximately 80 Seconds Ignition Type: Wire / Pin Pull Weight: 150g - 539 grams Size: 38mm diameter x 130mm height – 42mm diameter x 150mm height Water Resistant Outer: Yes
Stun grenades	Less than lethal explosive device Weight: 236g Length: 133mm

	<p>Diameter: 44mm</p> <p>Fuse Delay: 1.5 seconds -2.3 second</p>
Teargas	<p>Method of Projection - Hand Thrown</p> <p>Filler – CS</p> <p>Canister Polyvinyl or equivalent</p> <p>Shape – As appropriate</p> <p>Ignition System – Fuse type</p> <p>Delay Time – 1 to 2 seconds</p> <p>Body Colour – Gray</p> <p>Markings – The filler content shall be properly marked with corresponding colours painted on the center of the body:</p> <p>CS – Blue strap with white marking for filler content</p> <p>CN – Red strap with white marking for filler content</p> <p>OC – Yellow strap with black marking for filler content</p>
9mm firearm Mag	<p>Mag Capacity: 15 - 17</p> <p>Material: hardened steel insert encased in special polymer</p>
Ear protection for shooting	<p>General Dimensions: 14 cm x 15.5 cm x 9.8 cm</p> <p>Cup Thickness: 3.6 mm</p> <p>Weight: 250 g</p> <p>Decibel - 30</p> <ul style="list-style-type: none"> -Soft foam ear cups -Fold-away padded headband -Durable material with excellent shape memory -Headband Cushion Fabric with foam pad Soft and comfortable -Headband Adjustment Nylon + GF Easy to adjust, fits different head sizes -Ear Cup and Volume Ring ABS Strong, blocks out noise -Ear Cushion PVC with PU foam pad Comfortable and soft

	-Foam Insert Sponge Foam Noise absorption, reduces noise at different frequency
Safety glasses for shooting	-Adjustable nose piece and temples -Impact Resistant
Single magazine holster	-universal magazine holder to fit most popular pistol magazine
Firearm holster	-holster to have adjustment screw for retention pressure
Hand cuffs + Pouch	Handcuff -Heavy duty steel construction -Black finish for enhanced durability and longevity -Double locking mechanism -20 locking position -2 keys Pouch -Nylon -hold single pair of handcuffs, fits duty belt
Tactical Pistol lanyard retention	560 retracted 1.4m extended Nylon/polypropylene Black
Ammunition	9mm ammunition .223 Rifle live ammunition .223 Rifle Blanks Rounds for pump action shot gun (12 gauge) bird shot and rubber bullets
Accessories and any other related items (anti-riot gear)	

SECTION: 3

EVALUATION CRITERIA

EVALUATION CRITERIA

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; bidders will be 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 official. In case of a Joint Venture, 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

(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 comprises two steps:

- Step 1 - written responses/ proposals which consists of **70 points**.
- **NB:** Bidders will be required to score a minimum of **50 points** in order to qualify for step 2.
- Step 2 - site visit which consist of **30 points**.
- Bidders will be required to score a minimum of **20 points**

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

(d) Stage 4 – Price and Preference Points Evaluation

Bidders will be evaluated on either 80/20 Preference Point System (i.e., 80 points on Price and 20 points on B-BBEE).

1.1 STAGE 1 – STANDARD COMPLIANCE REQUIREMENTS

NOTE: BIDDERS WHO FAIL TO COMPLY WITH BELOW STANDARD COMPLIANCE REQUIREMENTS WILL BE DISQUALIFIED FROM FURTHER EVALUATION.STANDARD COMPLIANCE REQUIREMENTS	Comply (Yes / No)
ENVELOPE ONE (1)	
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	
ENVELOPE TWO (2)	
Total Number of copies submitted – Two (2) (1 original and 1 copy) PDF soft copy in a memory stick	
Pricing Schedule	
SBD 6.1: Preference Points Claim Form	

1.2 STAGE TWO - MANDATORY REQUIREMENTS

MANDATORY REQUIREMENTS	COMPLY (YES/NO)
<p>Bidders must comply with the following provisions of the Firearms Control Act, 2000 (Act 60 of 2000) relating to dealers: -</p> <p>Chapter 7: Part 1 - Dealers</p> <p>Section 32 – Requirements for dealers’ licence, Section 33 – Conditions imposed on dealer, Section 34 – Dealer’s licence, Section 35 – Renewal of dealer’s licence Section 36 – Temporary authorisation to trade in firearms and ammunition on premises other than those specified in dealer’s licence</p> <p>Compliance Requirement:</p> <ul style="list-style-type: none"> Valid Dealers License in terms of section 34 of Firearm control Act 60 of 2000 	
<p>Bidder must give the RTMC a consent to verify their business information with SAPS / relevant institution / Persons regarding Arms and Ammunitions</p> <p>Compliance Requirement:</p> <ul style="list-style-type: none"> Bidder to submit a signed declaration by a duly authorised person. 	

1.3 STAGE THREE – FUNCTIONALITY CRITERIA

NB: FUNCTIONAL EVALUATION WILL BE SPLIT INTO TWO (2) STEPS. i.e. - STEP 1 – WRITTEN RESPONSE AND STEP 2 – SITE VISIT

STEP 1

Step 1 will be based on written proposals and shall be evaluated based on the following parameters for functionality:

CRITERIA	WEIGHTS
A. REFERENCES OF SIMILAR WORK	50
<p>References of Similar Work Done</p> <p>Bidders must submit letters of reference from client/s indicating bidders' ability to deliver timeously, quality of service and handling of client queries.</p> <p>a) 1 - 2 reference letters = 40 points</p> <p>b) 3 and above reference letters = 50 points</p> <p>Compliance Requirement:</p> <p>Bidders are required to submit reference letters where previous work was rendered. The following details must reflect on the reference letters.</p> <ul style="list-style-type: none"> • Name of the institution/entity where previous work was rendered successfully, • Address of the institution/entity where previous work was rendered, • Duration/Period, and • Contact details. • Reference letters must be signed by the authorized person/s with dates <p>NB: Failure to indicate all the above requirements of the reference letters will lead to bidders not obtaining points.</p>	
B. BUSINESS INDEMNITY COVER	20
<p>The bidder is required to have a valid business indemnity cover.</p> <ul style="list-style-type: none"> • R5 million to R10 million indemnity cover = 10 Points • Above R10 million indemnity cover = 20 Points <p>Compliance requirement:</p> <p>The bidder must attach proof of business indemnity cover.</p>	

OR	
Letter of intent in the bidder's letterhead and signed confirming that the bidder commits to take a cover in relation to the above accompanied by a quotation from the insurer.	
STEP ONE SUB TOTAL	70

NB: BIDDERS WILL BE REQUIRED TO SCORE A MINIMUM OF 50 POINTS IN ORDER TO QUALIFY FOR STEP 2.

STEP 2: SITE VISIT

A. SITE VISIT		30
Compliance to SANS specifications and Firearms Control Act	Adequate space to carry envisaged RTMC quantities	Infrastructure Physical Facility (Security measures, physical location, etc)
Compliance to SANS 953-1: 2008: Storage of firearms and ammunition - Safes Non-compliance = 0 Full compliance = 10	Compliance to SANS 953-2: 2003: Storage of firearms and ammunition - Strongrooms No space = 0 Adequate space = 10	Infrastructure relating to physical facility, security measures, physical location of the facility from a risk point of view Not acceptable = 0 Acceptable = 10
STEP TWO SUB TOTAL		30
OVERALL TOTAL FOR FUNCTIONALITY		100

BIDDERS WILL BE REQUIRED TO SCORE A MINIMUM OF 20 POINTS

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

STAGE FOUR – PRICE AND B-BBEE (PREFERENCE POINTS EVALUATION)

CRITERIA	MAXIMUM POINTS
Price	80
B-BBEE Rating	20
Grand Total	100

SECTION: 4
ANNEXURE AND
STANDARD BIDDING
DOCUMENTS

See the attached SBD forms
(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 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 with regards 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.