

APPOINTMENT OF A PANEL OF SERVICE
PROVIDERS FOR RENTAL OF WATER
DISPENSERS WITH REFILLS, SUPPLY AND
DELIVERY OF BOTTLED WATER AND
WATER SACHETS

RTMC BID NO: 04/2022/23

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 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 **27 September 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 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

- ➤ Pricing schedule should be submitted separately Two (2) copies (1 Original and 1 copy)
- ➤ 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 04/2022/23: Appointment of a panel of service providers for rental of water dispensers with refills, supply and delivery of bottled water and water sachets for 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 September 2022.

5.4 Compulsory Briefing session: Online/Virtual

- 5.4.1 The online/Virtual compulsory briefing session will be held on **16 September 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 **14 September 2022 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

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 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 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 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 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/ 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. 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** 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.
- **9.4** RTMC reserves the right to include any additional related items on the contract that are currently not part of the bid document.
- **9.5** The RTMC will not be held responsible for any costs incurred in the preparation and submission of bid documents.
- **9.6** RTMC reserves the right to verify information provided by bidders and any misrepresentation will lead to disqualification of the bidder.
- **9.7** The bidder/s must indicate, in the table below, with a $(\sqrt{})$ the relevant item/s they are willing to bid for

ITEMS	TYPE OF SERVICE	SIZE	TICK (√)
	RTMC Branded Bottled water	500ml	
	RTMC Branded Bottled Water	330ml	
Commodity grouping 1	Unbranded Bottled Water	500ml	
	Unbranded Bottled Water	330ml	
	Branded sealed water sachet	100ml	
	Branded sealed water sachet	250ml	
Commodity grouping 2	Water Dispensers and refills	20L	

SECTION: 2

SPECIFICATION DETAILS AND FUNCTIONALITY REQUIREMENTS

SECTION 2: TECHNICAL REQUIREMENTS/ SPECIFICATIONS

1. PURPOSE

The purpose of this bid is to invite a panel of service providers for rental of water dispensers with refills, supply and delivery of bottled water (branded and non-branded) and branded water sachet for a period of three (3) years.

2. BACKGROUND

- 2.1 The Corporation consumes water from refillable water dispensers of 20 Litres across all the RTMC offices, including regional offices and Traffic Training Colleges. Further, the Corporation also consumes water from water bottles to promote safe and healthy wellbeing of all officials.
- 2.2 From time to time the Corporation is holding events and road shows for various units including Road Safety and Communications units in which branded bottled water is utilised. The RTMC is also using branded bottled water during the National Traffic Police operations and deployments.
- 2.3 RTMC communicates its messages through branded bottled water which are distributed during events, road shows and Law Enforcement operations across the country.
- 2.4 It is against this background that the RTMC would like to appoint a panel of service providers for rental of water dispensers with refills, supply and delivery of bottled water (branded and non-branded) and branded water sachet for a period of three (3) years.

3. DETAILED SPECIFICATION AND SCOPE OF WORK

3.1 **SPECIFICATION - BOTTLED WATER**

NO	DESCRIPTION	COMPLY
3.1	A supplier should be able to supply up to 10 000 bottles of branded or unbranded water within 48-72 hours' notice.	
3.2	The water must be Bacteria free at all times.	
3.3	The bottled water must be hermetically sealed. In the case of the sachet, they should be heat sealed with no adhesive, glue or resin used to seal the sachet	
3.4	The water bottles should be 100% recyclable	
3.5	The water supplied should not be carbonated but be still water	
3.6	The water weight per bottle should be equal to the different sizes required	
3.7	The colour of the bottle should be translucent blue	
3.8	The date of manufacture and the expiry date should be printed on each bottle or sachet	
3.9	The mineral composition of the content of the bottle should also be printed on the label in (mg/l) milligrams per litre	
3.10	Branded bottle should have a label with the RTMC high resolution full logo and the Decade of Action for Road Safety 2011-2020 logo on a white background (which are obtainable from RTMC). It should be noted that the messaging on the label and co-branding might change as and when the Corporation deems it fit depending on the different activations	
3.11	The labeling of any of the supplied products must comply with the labeling regulations as per the published Regulations and Guidelines for Bottled Water in SA.	

3.2 SPECIFICATION - WATER DISPENSER / COOLER

NAME OF OFFICE	DISPENSERS / COOLERS	REFILLS (estimated frequency)	DESCRIPTION
Head Office 349 Witch Hazel Ave Eco-Origin Block F Centurion	30	100 per month	Rented or outright purchase options Dispenser / cooler Units Floor standing units
Waterfall (x 3 Bldgs) Howick Close Waterfall Park Midrand	30	150 per month	 Hot and Cold-water taps Top loading Has a filtration and purification system
Boekenhoutkloof College Plot 81, Cnr Kenneth and Sandui Road Rietfontein, Pretoria West And / or	30	100 per month	 Can handle 18 - 20L bottle units 18 - 20 litre refill bottles Cooler dispenser bottle with non-slip sealed cap (20L units) BPA free
Denel Training Centre Denel North Atlas Road Bonaero Park Kempton Park	30	300 - 350 per month	Purified water refills
NTP Sanral Depot Unit 1, N1 Industrial Park Landmark Avenue,	3	10 per month	

Kosmosdal, Samrand			
LIMPOPO Traffic Control Center	1	10 per	
Weighbridge	'	month	
National Road N1			
Musina			
0900			
NORTH WEST Office No.7 Bhayat Centre	1	10 per	
Cnr Gerrit Maritz and Coetzee Str		monu	
Zeerust			
2865			
NORTHEN CAPE 64 Mark Street	1	10 per	
Upington	ľ	month	
LIMPOPO: MOKOPANE 109 Ruiter Street, (Corner Kruger Street)	1	10 per month	
Mokopane,			
0600			
FREE STATE			
32 Voortrekker Str	1	10 per	
Ladybrand		month	
9745			
KZN: DURBAN 16th Floor	1	10 per	
John Ross House		month	
20 Margaret Mncadi Avenue			
DURBAN			

4001			
MPUMALANGA 44 Murray Street	1	10 per	
Nelspruit		month	
1200			
TOTAL		680 per month	
		ESTIMATED	

3.3 **SCOPE OF WORK**

The below table itemises the products that are to be included in the scope of this bid

ITEMS	DESCRIPTION
Item 1	Branded Bottled water 500ml
Item 2	Unbranded Bottled Water 500ml
Item 3	Branded Bottled Water 330ml
Item 4	Unbranded Bottled Water 330ml
Item 5	Branded sealed water sachet 100ml -250ml
Item 6	Water Dispenser / Cooler unit & Water Dispensers Bottles (refills) 18/20 litre

4. STANDARDS AND QUALITY ASSURANCE

The water must comply with the specifications of applicable foodstuff legislations, and the bottles must be environmentally friendly.

SECTION: 3 EVALUATION CRITERIA

1. 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, will lead to bidders being disqualified from evaluation. Below are Standard Mandatory requirements

- Bidders are required to submit bid document as follows:
 - one original,
 - one hard copy
- PDF soft copy in a clearly marked/ labelled memory stick. Documents submitted on soft copy must be the same documents as the hard copy (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- Functionality Evaluation

This stage will be on written responses/ proposals which consists of **100 points**.

Bidders will be required to score a minimum of seventy (70) points in order to qualify for a stage 3. COMPANIES OWNED BY PEOPLE LIVING WITH DISABILITIES (51% OWNERSHIP) ARE EXPECTED TO SCORE A MINIMUM OF FIFTY (50) POINTS IN ORDER TO QUALIFY FOR STAGE 3.

(c) Stage 3 – <u>Price and Preference Points Evaluation</u> Bidders will be evaluated on an 80/20 Preference Point System (i.e. 80 points on Price and 20 points on B-BBEE).

1.1 STAGE 1 – STANDARD COMPLIANCE REQUIREMENTS

STANDARD COMPLIANCE REQUIREMENTS	Comply	Reference
	(Yes / No)	Page
ENVELOPE ONE (1)		
Total Number of copies submitted – Two (2) (1 original and 1 copy)		
PDF soft copy in a memory stick		
Compulsory Briefing Session Certificate		
Proof of CSD Registration. (CSD number or report)		
Registration on CSD (available on www.csd.gov.za)		
SBD1: Invitation to bid and company information		
SBD4: Declaration of interest		
ENVELOPE TWO (2) – PRICING SCHEDULE		
Total Number of copies submitted – Two (2) (1 original and 1 copy)		
PDF soft copy in a memory stick		
SBD6.1: Preference points claim form		

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

Companies owned by people living with disabilities

STANDARD COMPLIANCE REQUIREMENTS	Comply	Reference
	(Yes / No)	Page
Bidders must attach a proof (medical certificate/doctors' note)		
confirming the disability		

1.2 STAGE 2 - FUNCTIONALITY CRITERIA

NB: FUNCTIONAL EVALUATION WIL BE ON WRITTEN RESPONSE

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

WRITTEN RESPONSES / PROPOSALS

DESCRIPTION	POINTS
A. FINANCIAL CAPACITY	40
Bidders must provide the following as proof of financial capacity:	
• Latest financial statements refer to the financial statements of the 2021/2022 financial year. If the financial year end has not passed at the time of the closure of	
the bid, the 2020/2021 financial year financials must be submitted.	
The financial statement must be articulated as below:	
Are the financials prepared on a going concern basis? Yes/No	
♣ Does the bidder have a current ratio (current assets/current liabilities) of 2:1 or more? Yes/No	
♣ Does the bidder have a quick ratio (current assets less inventory/current liabilities) of 1:1 or more? Yes/No	
♣ Does the bidder have a cash ratio (cash and cash equivalents/current liabilities) of 1:1 or more? Yes/No	
OR	
A letter of commitment from a reputable financial service provider indicating commitment to fund the bidder should they be successful.	
OR	
Confirmation letter from a reputable supplier / third party / distributor / manufacturer for access towards commodities	
B. REFERENCES OF SIMILAR WORK DONE	30
The bidder must provide references of similar work done with specific reference to the	
terms of reference on scope of work (supply and delivery of water)	
Responses will be evaluated on the following parameters	

- 1-2 references = **10 Points**
- 3 4 references = **20 Points**
- 5 references or more = 30 Points

Compliance requirement:

Bidders are required to submit reference letters where similar work was rendered. The following details must reflect on the reference letters.

- Name of the institution/entity where similar work was rendered successfully,
- · Address of the institution/entity where similar work was rendered,
- · Duration/Period, and
- Contact details.
- · Reference letters must be signed by the authorized person/s with dates

NB: Failure to indicate all the above requirements of the reference letters will lead to bidders not obtaining points.

C. LOGISTICAL SUPPORT

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C1. Bidder/s must give an indication on the availability or access to means of an appropriate transport as and when an order is issued to supply and deliver bottled water and/or water dispensers and refills on time to the required destination / delivery point. The type of vehicle should be fit for purpose i.e. panel van, truck, bakkie, trailer etc. Ensuring ability to deliver at various sites when required (not limited to the addresses indicated in the scope of work)

Availability / ownership of a vehicle. Alternatively, the bidder must have access to means of transport = **15 Points**

Compliance requirement:

Proof of vehicle ownership in the form of a valid license disc (as at the time of closing) submitted in the name of the bidder. If the license disk is in the name of an individual, the individual should be a director in the bidding entity.

Alternatively, a letter (in the third party's letter head addressed to the bidder in reference to this bid) accompanied with a valid license disk in the name of the third-party entity or a director in the company of the third party.

- **C2.** Bidder/s must provide their overall business logistical methodology and approach in ensuring that the RTMC receives the right quality of water at the right time. The response should cover the following elements: = **15 Points**
 - Order management = 5 Points
 - Handling and dispatching of all types (water dispensers, bottles and sachets in reference to the indicated option/s under the scope of work) = 5 Points
 - Delivery to various locations (water dispensers, bottles and sachets in reference to the indicated option/s under the scope of work) = 5 Points

Compliance requirement:

A detailed project proposal to be submitted in response to the above.

STEP ONE SUB TOTAL	100

NB: BIDDERS ARE EXPECTED TO SCORE MINIMUM OF SEVENTY (70) POINTS IN ORDER TO QUALIFY FOR STAGE 3.

COMPANIES OWNED BY PEOPLE LIVING WITH DISABILITIES (51% OWNERSHIP) ARE EXPECTED TO SCORE A MINIMUM OF FIFTY (50) POINTS IN ORDER TO QUALIFY FOR STAGE 3.

STAGE 3 – PRICE AND B-BBEE (PREFERENCE POINTS 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
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 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.