

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS (DRIVING SCHOOLS) TO PROVIDE TRAINING AND RELATED SERVICES FOR TRAINEES TO OBTAIN A CODE B DRIVING LICENCE

BID NO: 14/2023/24

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. 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.

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 **08 April 2024**.

Name	
Email Address	Bidadmin@.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 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 as critical component in ensuring value for money acquisition and good supplier relations between the 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, 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 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 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, BID 14/2023/24: Appointment of a panel of service providers (driving schools) to provide training and related services for trainees to obtain a Code B Driving Licence.
- 5.3 The sealed envelope must be placed in the bid box at the Main Reception area of the Eco Origin Office Park, Block F, 349 Witch-Hazel Street, Highveld, Centurion Ext 79, 0157 by no later than 11:00am on 12 April 2024.
- 5.4 Compulsory Briefing session: Online/Virtual
- 5.4.1 The online/Virtual compulsory briefing session will be held on **02 April 2024** at **10:00am**.
- 5.4.2 Bidders are required to register for a compulsory briefing session by submitting necessary information to bidadmin@.co.za by not later than **27 March 2024 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 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 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 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 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 reserves the right not to accept the lowest bid or any bid in part or in whole. 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 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, or to which the RTMC may be exposed, shall constitute Personal Information.

7.7 The 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 '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 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 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.
- **8.7** The RTMC reserves the right to **negotiate a flat/ standard rate** with the appointed service providers.
- **8.8** Bidders must have their own or access to the training facilities (ground/ field). RTMC reserves the right to conduct the site inspections at the bidders training facilities.
- **8.9** The successful bidders will, as part of concluding a Service Level Agreement, be required to provide proof of third-party liability insurance for the duration of the appointment.
- **8.10** A panel of suppliers is deemed to be one bidder plus (1+) should end with one (1) bidder who meets or is eligible in all the requirements, will re-advertise a supplementary bid to top-up the panel of bidders.

SECTION: 2

SPECIFICATION DETAILS AND FUNCTIONALITY REQUIREMENTS

SECTION 2: TECHNICAL REQUIREMENTS/ SPECIFICATIONS

1. PURPOSE

1.1 The purpose of this bid is to invite service providers (driving schools) to offer training and related services for trainees to obtain a Code B driving licence.

2. BACKGROUND

- 2.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD) approached the RTMC to assist with their National Rural Youth Service Corps (NARYSEC) Project. This project consists of various training modules, but inter alia includes a Learner's Licence and a Driving Licence component to assist learners to obtain a Code 02 Learner's Licence and a Code B Driving Licence.
- 2.2 The RTMC entered into an agreement with DALRRD to train between 2,000 and 2,500 unemployed youth on Learner's Licence and Driving Licence training. This program consists of three annual intakes of approximately 600 to 800 learners each.
- 2.3 The Learner's Licence and a Driving Licence training component are divided into two phases, i.e.,
- 2.3.1 **Phase one:** consists of theoretical training and assisting trainees to acquire a Learner's Licence.
- 2.3.2 Phase two: consists of practical Driving Licence training for learners to be eligible to do Driving Licence tests. If learners are found to be competent in the Driving Licence test, they are issued with Driving Licences.
- 2.4 The training of the first three cohorts of learners was conducted at the Dunnottar Military Base situated in Nigel, Ekurhuleni, and the Saldanha Military Naval base. The learners underwent theoretical training and will acquire their Driving Licences after passing their theoretical test. Should learners fail their Learner's Licence test, they are afforded one opportunity to re-write a Learner's Licence test.

3. SPECIFICATION AND SCOPE OF WORK

3.1 **SPECIFICATION**

The main purpose of this bid is to appoint driving schools that have a proven track record of success with requisite vehicles, skills, and administrative capacity to offer training of a high standard to learners.

3.2 **SCOPE OF WORK**

- 3.2.1 Provide Driving Licence training to a prescribed number of candidates indicated by the RTMC to obtain a Code B Driving Licence as and when required basis for a period of 24 months (2024/25-2025/26) with an option to extend for a period of (12) twelve months.
- 3.2.2 Render Driving Licence lessons for a maximum of 20 lessons per learner, this translates to 20 hours of Driving Licence lessons, i.e., each lesson is 1 hour.
- 3.2.3 Conduct the training, book the driving test on behalf of the learners, and pay for the test at the appropriate Driving Licence Testing Centre (DLTC).
- 3.2.4 If a learner fails the initial driving test, the learner will be afforded another (1 more) opportunity to be tested. The bidders must make another booking for the learner and pay the prescribed testing fee. The price/cost of lessons and booking fees must be included in the bid submitted.
- 3.2.5 Keep a meticulous record of the number of hours of Driving Licence lessons delivered, including the dates and times of such lessons in a format prescribed by the RTMC.
- 3.2.6 Ensure that the learners sign such record upon completion of each Driving Licence lesson.
- 3.2.7 Ensure that training records are available upon request by the management of the RTMC.
- 3.2.8 Provide the vehicle(s) required for training as contemplated.
- 3.2.9 All vehicles used for training shall be registered, licensed, and roadworthy, as per the National Road Traffic Act; 1996 (Act No.93 of 1996),
- 3.2.10 The successful bidders shall in writing indemnify the RTMC against any claims that may arise because of any service rendered in terms of this contract.
- 3.2.11 The successful bidders shall not advertise or use the logo of the RTMC on any material, premises or vehicles that relate to services rendered in terms of this contract.
- 3.2.12 The bidders should indicate their area(s) in which they operate at to be able to deliver the required services.

SECTION: 3 EVALUATION CRITERIA

SECTION 3: EVALUATION CRITERIA

1. EVALUATION STAGES

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 invalidate the bid. Below are Standard Mandatory requirements.

- Bidders are required to submit bid document as follows:
 - one original, and
 - one hard copy
- PDF electronic copy in a clearly marked/ labelled memory stick. Documents submitted on electronic copy must be the same documents 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 (SBD 1, SBD 4 and SBD 6.1) for each of the entities in an agreed business relationship and accompanied by an agreement.
- Bidder(s) must be registered with National Treasury Centralised Supplier Database
 (CSD) CSD report or CSD MAAA Reference Number.
- Compulsory briefing session certificate

(b) Stage 2 – <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** in order to qualify for a stage 3.

(c) Stage 3 – Price and Specific Goals Evaluation

Bidders will be evaluated on an 80/20 (i.e., 80 points on Price, 20 points for Specific Goals).

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 1 copy)	
All the documentation under 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 www.csd.gov.za)	
Compulsory Briefing Session Certificate	
SBD 1: Invitation to bid and company information	
SBD 4: Declaration of interest	
ENVELOPE TWO (2) – FINANCIAL PROPOSAL	
Total Number of copies submitted – Two (2) (1 original and 1 copy)	
All the documentation under financial proposal is to be converted and	
submitted in a PDF within a memory stick	
SBD 3.1: Pricing schedule	
NB. Bidders are required to complete the SBD 3.1 and the attached	
provided price schedule – Annexure "A" (either as issued or on the	
company letterhead)	
SBD 6.1: Preference points claim form	

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

1.2 STAGE 2 – FUNCTIONALITY CRITERIA

This stage will be based on written proposals and shall be evaluated based on the following parameters for functionality:

DESCRIPTION		
. FINANCIAL CAPACITY	20	
idders must provide proof of financial capacity with a minimum of R20 000 positive cash		
alance, not a turnover, at the time of bid closure and / or access to credit through a		
ingle or various sources, considered as one/combined from the following:		
Bank statement stating a positive balance available in the bank account (signed or		
bank stamped) as at the time of bid closure.		
AND / OR		
Provide proof of access to bank credit facilities, as at the time of bid closure.		
(Loan Agreement/ Overdraft – on the bank letter head with bank stamp and within a month period)		
AND / OR		
A signed letter of commitment from a registered financial service provider indicating		
a commitment to fund the bidder should they be successful (NCR/FSP).		
AND / OR		
Signed letter of commitment from any third-party other than the afore mentioned		
indicating commitment to fund the bidder in relation to this bid should they be		
successful. Submitted together with the letter of commitment, the third party is		
required to provide a signed (or stamped) confirmation from their bank indicating a		
required positive cash balance, as at the time of the bid closure.		
. RELEVANT SKILLS AND QUALIFICATIONS	30	
idders must demonstrate expertise to conduct training.		
a) Two (2) x Driving Instructor/s,		
• 3 to 5 years as an instructor = 10 Points		
• 5 to 7 years as an instructor = 15 Points		
• 8 years and more as an instructor = 20 Points		
ompliance requirement:		
> Detailed CVs of each instructor (2) responding fully to the above must be		
submitted.	1	

> Valid Driving Licence of each instructor			
C. ACCESS TO TRAINING VEHICLES	50		
Bidders must have access to light motor vehicles to train learners. The said vehicles must			
comply with provisions of chapters iii; iv; v and vi of the National Road Traffic Act; 1996			
(Act No.93 of 1996)			
All vehicles used for training shall be registered, licensed, and roadworthy, as per the			
National Road Traffic Act; 1996 (Act No.93 of 1996),			
a) Two (2) X Training on the Light Motor Vehicle(s).			
Compliance requirements:			
(1) Bidders must provide the following:			
 proof of ownership if owned, or 			
 an existing Lease Agreement (if any), or 			
 an undertaking by the leasing entity if intend leasing, or 			
a letter of intent signed by the lessee.			
NB: All the above must be supported by a proof of either of the following:			
Vehicle Registration Certificate in the name of the company or a director of the			
same company.			
OR			
The letter of intent to rent a vehicle from the title owner of the vehicle or the			
owner of the vehicle. A letter must be accompanied or submitted with a Vehicle			
Registration Certificate.			
AND			
(2) Bidders must provide;			
 A valid certificate of licencing (licence disc) for each vehicle. 			
<u> </u>			

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

STEP ONE SUB TOTAL

100

1.5 STAGE 3 - 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
SMMEs (QSE or EME)	2
Black Owned Company	4
Women Owned Company	4
Youth Owned Company	4
*Company owned by people living with disabilities	6
Grand Total	100

^{*} Medical Practitioners letter must be attached.

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.