



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

CONTRACT FILE OF:

TENDER NO: 311S/2014/15

**MANAGEMENT AND OPERATION OF THE
TRANSPORT INFORMATION CENTRE**

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 10/09/2014	Version: 5b Page 1 of 90

TENDER NO: 311S/2014/15 MANAGEMENT AND OPERATION OF THE TRANSPORT INFORMATION CENTRE CONTRACT PERIOD: From date of commencement for a period not exceeding 5 years

CLOSING DATE: 07 April 2015

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 131

TENDER FEE: R50

TENDER SERIAL NO.:	
	SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
2	

Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document (these are free of charge).

IMPORTANT NOTES TO TENDERERS:

- a) Tenders must be properly received and deposited in the abovementioned tender box on or before the closing date and before the closing time at the Tender Submission Office, situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town.
- b) No late tenders will be accepted under any circumstances.
- c) Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and tender description as indicated above.
- d) Only original tenders will be accepted. No copies will be accepted. For this tender to be valid the Form of Offer and Acceptance) must be signed by the tenderer. The tender price(s) must be inserted and the tenderer's name must appear clearly
- e) **DO NOT DISMEMBER THIS TENDER DOCUMENT (DO NOT TAKE IT APART, OMIT PAGES, CHANGE WORDING OR PUT DOCUMENTS BETWEEN ITS PAGES). ALL OTHER DOCUMENTS MUST BE ATTACHED AT THE END OF THIS DOCUMENT TO SCHEDULE 13 IN ORDER OF THE INDEX AS SET OUT ON PAGE 2. TENDERERS SHOULD CHECK THE NUMBERS OF THE PAGES TO SATISFY THEMSELVES THAT NONE ARE MISSING OR DUPLICATED. NO RESPONSIBILITY WILL BE ACCEPTED BY CCT WITH REGARD TO ANYTHING ARISING FROM THE FACT THAT THE PAGES ARE MISSING OR DUPLICATED.**
- f) A compulsory site meeting will be held in the Board Room, 1st Floor, Transport Management Centre, corner of Smartt and Richmond Streets, Goodwood on **13 March 2014 at 10:00**

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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(1) DETAILS OF TENDERER**1.1 Type of Tenderer / Firm** (Please tick one box)

- ☐ Individual/Sole Proprietorship
 ☐ Close Corporation
 ☒ Company
- ☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	
Physical address (Chosen domicilium citandi et executandi)	
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(_____ Fax: _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	381
City of Cape Town Vendor Database Registration Number (See Conditions of Tender)	

(2) FORM OF OFFER AND ACCEPTANCE
311S/2014/15
MANAGEMENT AND OPERATION OF THE TRANSPORT INFORMATION CENTRE

PART A (TO BE FILLED IN BY TENDERER):

1.1 Type of Tenderer / Firm (Please tick one box)

- ☐ Individual/Sole Proprietor
 ☐ Close Corporation
 ☒ Company
- ☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture/ Consortium or Individual/Sole Proprietor* ("the tenderer")	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	

***Refer to Clause 6.2 Evaluation Criteria: Invalid Tenders**

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the Price Schedule (**Section 3**).*

TENDER NO: 311S/2014/15

5. agrees that the following documents shall form the Contract between the parties in the event that the tenderer is successful:
- 5.1 Price Schedule;
 - 5.2 Specification;
 - 5.3 All Declarations and Authorisations;
 - 5.4 General Conditions of Contract; and
 - 5.5 Special Conditions of Contract.
6. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT Craighall Park ON THIS THE 25th DAY OF March 2015
(PLACE) (DD) (MM) (YY)

*
Signature(s)

***Refer to Clause 6.2 Evaluation Criteria: Invalid Tenders**

INITIALS OF CITY OFFICIALS

Print name(s):
On behalf of the tenderer (duly authorised)

25 March 2015
Date

(2	FORM OF OFFER AND ACCEPTANCE 311S/2014/15 MANAGEMENT AND OPERATION OF THE TRANSPORT INFORMATION CENTRE
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PART B (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

1. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____, thereby concluding a contract with the supplier for a contract period of 5 years from commencing of contract.
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
(PLACE) (DD) (MM) (YY)

Signature(s) and stamp of
Executive Director or his/ her delegated authority

Print name(s):
(duly authorised in terms of the System
of Delegations as approved by Council)

Date

(3) PRICE SCHEDULE**Pricing Instructions:**

- 3.1 All prices shall be tendered excluding VAT but including customs or excise duty and any other duty, levy, or other applicable tax.
- 3.2 All prices shall be tendered in accordance with the units specified in this schedule.
- 3.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 3.4 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. Where the tenderer indicates a "Nil/R.0.00", "Not Applicable (N/A)" or as a "dash (-)" without explanation, the tenderer may be declared non-responsive.

PRICES SUBJECT TO ADJUSTMENT

- 3.5 Prices tendered below shall be subject to adjustment in accordance with **Schedule 9**. Firm prices will not be considered and the tender will be declared non-responsive.

Note: a) The "Quantity" column must reflect the number of resources allocated, based on an average month comprising of 135 000 telephonic and 3 000 electronic interactions, to respond to the specifications and service levels of this tender.

b) The "Rate" must reflect the total cost of employment per resource including the management fee.

Item No.	TYPE OF RESOURCE	UNIT	QUANTITY	RATE	AMOUNT
1	Category A	Per month	1	R 87 254.77	R 87 254.77
2	Category B	Per month	18	R 17 766.43	R 319 795.83
3	Category C	Per month	2	R 18 946.16	R 37 892.32
4	Category D	Per month	3	R 14 562.49	R 43 687.46
5	Category E	Per month	2	R 12 951.91	R 25 903.82
6	Category F	Per month	54	R 9 563.43	R 516 423.16
7	Category G	Per month	12	R 12 711.77	R 152 541.26
8	Category H	Per month	3	R 9 803.68	R 29 411.05
9	Category I	Per month	7	R 20 747.54	R 145 232.81
	Totals			R 1 358 144.47	R 16 297 733.63
10	Provisional amount (claimable based on brief, quotations and sign-off)			Estimated	R 1 000 000
	Total for the first year				R 16 297 733.63
11	Percentage escalation per subsequent year				Minimum CPI %

INITIALS OF CITY OFFICIALS		
1	2	3

25 March 2015

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	Total for the first year				R 16 297 733.63
11	Percentage escalation per subsequent year				Minimum CPI %

25 March 2015

 INITIALS OF CITY
 OFFICIALS

(4) SPECIFICATION(S)

Definitions and Abbreviations

'*Building Manager*' means the CCT official designated with the responsibility of managing and maintaining the TMC.

'*Cape Town*' means the generic description of the geographical area and all that combines to form the municipal area of the CCT.

'*CCT*' means the City of Cape Town as the metropolitan municipality that governs the South African city of Cape Town and its suburbs.

'*CCT's IT Service Desk*' means the central contact point where all IT related issues are raised and attended to.

'*CMOCC*' means Central Metrorail Operational Control Centre and is the operational co-ordination centre for Metrorail commuter services in Cape Town.

'*Communication Officer*' means a person responding to feedback recorded by the Information Officers or received via electronic communication.

'*Core Operational Area*' means the open plan area in the TIC accommodating the Information Officers and includes the elevated area for the team leaders.

'*Dial-a-Ride*' means the public transport service for people with disabilities which prevent them from accessing any other form of public transport.

'*External Service Provider*' means a service provider providing a specific service external to the CCT including Public Transport Operators. MyCiti is, for the purpose of this tender, considered to be an External Service Provider.

'*Feedback*' means a compliment, observation, suggestion, report or complaint received from the public which cannot be handled by the Information Officers through the protocols and requires input and/or action by Transport for Cape Town or External Service Providers.

'*GABS*' means

'*Information Officer*' means a person answering calls made to the TIC.

'*Information*' means a request for information on transport related issues.

'*Initiator*' means the individual who provides feedback (as defined above) which requires acknowledgement or a response.

'*IT*' means Information Technology such as computer hardware and software systems.

'*Metrorail*' means the operator of the commuter/passenger rail services in Cape Town and its surrounds, a division of the Passenger Rail Agency of South Africa (PRASA).

'*MyCiti*' means the public transport service being rolled-out within the CCT metropolitan area.

'*NLTA*' means the National Land Transport Act, 2009 (Act No. 5 of 2009).

'*Park and Ride*' means the dedicated facility enabling the general public to park their private vehicles in order to utilise general public or event specific transport.

'*Protocol*' means officially approved answers to frequently asked questions.

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'*Public Transport Interchange*' means a facility allowing commuters to transfer between differing modes of public transport.

'*Public Transport Operator*' means the operator of a Public Transport Service such as commuter/passenger rail services as provided by Metrorail, bus services as provided by GABS, Bus Rapid Transit Services as provided by MyCiTi, the Dial-a-Ride service for people with disabilities and the minibus taxi services.

'*Public transport*' means transport provided for the use of the general public to travel between destinations. For the purposes of this tender the description includes commuter/passenger rail services as provided by Metrorail, bus services as provided by GABS and the operators of MyCiTi, the Dial-a-Ride service for people with disabilities, metered taxis and minibus taxi services.

'*Queue*' means calls having been made to the TIC which have been accepted by the telephony system and are waiting to be answered by an Information Officer.

'*Responsible Agent*' means the Transport for Cape Town official responsible for Customer Relations Management or nominee.

'*SAP*' means the main operating software platform for the CCT.

'*Service Level Requirements*' means the level(s) of service at or above which the Service Provider is required to deliver the services satisfactorily.

'*Service Provider*' means the successful tenderer appointed to provide the services in terms of this tender.

'*Services*' means the services required to be performed in terms of this tender.

'*Taxi Ranks*' means staging area(s) for minibus taxis.

'*TCT*' means Transport for Cape Town, the City of Cape Town's Transport Authority.

'*TIC*' means the Transport Information Centre which is the CCT's primary interface between the general public of and visitors to Cape Town providing transport related information and feedback.

'*TMC*' means the Transport Management Centre which is the building in Goodwood where the TIC is housed.

'*Transport Communication Partners*' means parties (businesses, organisations and individuals) that are affected by/ impacted on/involved with or may influence transport services/occurrences within Cape Town.

'*Transport for Cape Town*' means the Directorate within the City of Cape Town municipality or the City of Cape Town's Transport Authority or the departments and units within the directorate as described in the background section below.

'*VMS*' means Variable Message Signs which are electronic signs indicating traffic conditions/providing advisories at selected locations on the CCT Freeway and Arterial Road system.

'*WAP*' means Wireless Application Protocol which is a technical standard for accessing information over a mobile wireless network.

'*Working day*' means every official working day of the week between and including Monday to Friday, excluding public holidays and weekends.

Background

A distinguishing feature of great cities is the quality of their public transport and related road and rail networks. Visitors to London, Paris, New York, Hong Kong, Curitiba and Sydney will have experienced the benefits of an extensive, integrated and convenient transport network.

The common denominator among those public transport systems is that they are managed by one local government body, known as a transport authority (TA). Transport for London, the Paris Transit Authority, New York's Metropolitan Transportation Authority, the Transport Department of Hong Kong and the Urbanização de Curitiba in Brazil (the birthplace of bus rapid transit – BRT – systems) are leading examples. The City's intention is for TCT to become one of these leading examples.

An effective transport authority regulates and manages most, if not all, of the transport systems and networks within its metropolitan area, particularly rail and bus mass transit services. Their services are tightly integrated, operate under one brand, are centrally managed, and have a single ticketing system. The commuter journey becomes seamless.

TCT was institutionalised with the adoption of the Constitution of Transport for Cape Town By-law 2013, as approved unanimously on 28 August 2013 by the Cape Town City Council giving TCT its legal mandate. With the overarching objective to create integrated, efficient, effective, affordable, safe, reliable and sustainable public transport.

Transport for Cape Town will have planning, financial, regulatory and operational management oversight powers with regard to the implementation of the 2013 -2018 Integrated Transport Plan (ITP), which includes road and rail.

TCT has a *Vision of 1s* and plans to, over the next five years, achieve:-

- One Integrated Transport Plan;
- One Integrated Public Transport Network;
- One Contracting Authority that will manage all public transport operators in Cape Town in a unified, performance-oriented manner;
- One Authority that manages all public transport operating licences;
- One set of standards for infrastructure, public transport facilities, operations and enforcement;
- One integrated timetable across all modes;
- One ticket; and
- One brand.

The adopted Constitution of Transport for Cape Town By-law 2013 sets out the scope, functions and how these must be discharged within TCT. The functions refer extensively to the National Land Transport Act, No 5 of 2009 ("the NLTA") and other relevant legislation to ensure that TCT operates firmly within the transport and municipal legislative framework.

TCT consists of:-

- **TCT Performance and Coordination** which is an overarching department focusing on coordinating and monitoring the achievement of the mandate of TCT, with the focus being on ensuring that the end user and community needs are addressed comprising of the following organisational units:
 - TCT Performance Management & Investment
 - HR and Labour Management
 - Innovation
 - Compliance
 - TCT Performance Management & Investment
 - Communication, Marketing and Change Management
 - TCT Administration and Stakeholder Management
- The **TCT Planning Department**, essentially focuses on the 3 core components in the integrated transport management process, namely the medium to long term plan and related policies, sector plans and strategies and comprises of the following org Units

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- Transport Planning
 - Systems Planning and Modelling
 - Business Development
 - Rivers, Catchment and Bulk Stormwater
- **Contract Operations Department** focuses on the new function that is to be assigned to the City and then combines the existing functions related to the operational management of the IRT contracts as comprises of the following org units:
 - Operations
 - Operations Integration
 - Contract Management
- **The Financial Management Department** is responsible for all financial management within TCT. This then includes budgeting, revenue management and investment (a critical new function that has been assigned to TCT sections 27 and 28 of the NLTA) and comprises of the following org units:
 - Budget, Revenue and Investment
 - Municipal Land Transport Fund, Grants and Reporting
 - Municipal Land Transport Fund, Grants and Reporting
 - Automatic Fare Collection
- **The Infrastructure Department** is responsible for all construction and capital investment related to public transport, NMT, roads and related local stormwater, and facilities. It also focuses on the registration, management and monitoring of the public transport permanent assets as well as the road network and comprises of the following org units:
 - Public Transport Construction
 - Project Management and Design
 - Capital Programme
 - Infrastructure Management and Investment
 - Premix Plant
- **The Assets and Maintenance Department** is responsible for the overall management and maintenance of all assets falling under the auspices of TCT. It will also manage the districts and depots as well as a number of critical elements. This will include the registration and management of all plant for the rollout of the management and maintenance of the infrastructure and comprises of the following org units:
 - Informal Settlements Network
 - Infrastructure and Plant Maintenance including area operations
- **The Network Management Department** focuses on the integrated network and deals with the management of systems and traffic related systems as well as the traffic management and public transport law enforcement and comprises of the following org units:
 - Network Facilitation and Development
 - TCT IS&T and TMC (Transport Management Centre)
 - Public Transport Law Enforcement
- **The Regulations Department** focuses on transport regulation, industry transition, operating licences management and regulation alignment and comprises of the following org units.
 - Transport Regulations Management
 - Industry Transition
 - MRE (Municipal Regulating Entity) Secretariat

The TIC Objectives

The TIC was established to provide residents and visitors with information on public transport and general transport matters in Cape Town. It focuses on routes, schedules, ticket prices, ticket outlets and locations of interchanges ranks and park-and-ride facilities as well as special events and the impact of incidents on the movement of people, goods and services.

The TIC also facilitates all the feedback (compliments, suggestions, reports and complaints) for Metrorail, GABS, MyCiTi, Park-and-Ride facilities, Dial-a-Ride, minibus taxis, kerbside parking management, traffic signal faults, road maintenance, stormwater, etc.

In addition, the TIC provides information on long distance bus, rail and taxi operators and the locations of tourist information centres, heritage sites and popular attractions in and around Cape Town.

The objectives are to provide the residents, businesses and organisations of and visitors to Cape Town with easy access to up to date information on:

- Public transport services,
- General transport related matters,
- Specific event related transport plans and arrangements,
- Transport impacts of construction, upgrade and maintenance projects, and
- Any specific issues having a direct impact on transport movement(s)

within the geographical area of Cape Town.

This is to be done through the appointment of a suitably experienced and resourced Service Provider utilizing the existing facilities (systems and equipment) at the TMC.

4. SCOPE OF WORKS

The Service Provider is required to provide the following services:-

4.1 TIC Operations

Ensure that the TIC remains fully operational 24 hours a day, 7 days a week (24/7). The interaction between the general public and the TIC will typically occur in the following ways:-

- Via the 24/7 toll-free telephone number
- Via the e-mail address
- Through communication received from the following channels:
 -
 -
 -
 - TCT App
 - Twitter (TCT and MyCiTi)
 - Facebook (TCT and MyCiTi)

The form of the interaction is either:

- **Information Requests** - Requests for information pertaining to public transport services and other transport related matters which can generally be dealt with immediately upon receipt, or
- **Feedback** - Feedback received from the general public (residents of, businesses in and visitors to Cape Town) which may be in the form of a compliment, suggestion, report or complaint, or
- **Alerts** – The communication of transport related system and service alerts.

4.2 Information Requests

Receiving requests from and providing information to the public on:

- Services provided by GABS such as timetables, fares, stops, routes, delays, cancelled services, changes in schedules, ticket sales outlets, operating hours, etc.,
- Services provided by Metrorail such as timetables, fares, stations, delays, cancelled services, changes in schedules, ticket sales outlets, operating hours, etc.,
-

- Services provided by MyCiTi such as timetables, ticketing structures and fares, bus stations, stops, routes, delays, cancelled services, changes in schedules, ticket sales outlets, operating hours, etc.,
- The transport options available to those attending large events at Cape Town Stadium,
- General information on other events and campaigns in and around Cape Town,
- Location of Public Transport Interchanges and Taxi Ranks,
- Location of Park-and-Ride facilities,
- General information pertaining to traffic flows on major routes within the CCT,
- Options available during strike action related to the provision of public transport services,
- Road maintenance and closures,
- Stormwater and related issues
- Other general transport related issues, and
- Processes to follow when:-
 - Applying for a public transport operating licence
 - Applying for inclusion on Dial-a-Ride public transport for people with disabilities
 - Requesting traffic calming measures
 - Requesting new or upgrading of non-motorised transport infrastructure
 - Requesting the signalisation of intersections and/or pedestrian crossings.

4.3 Feedback

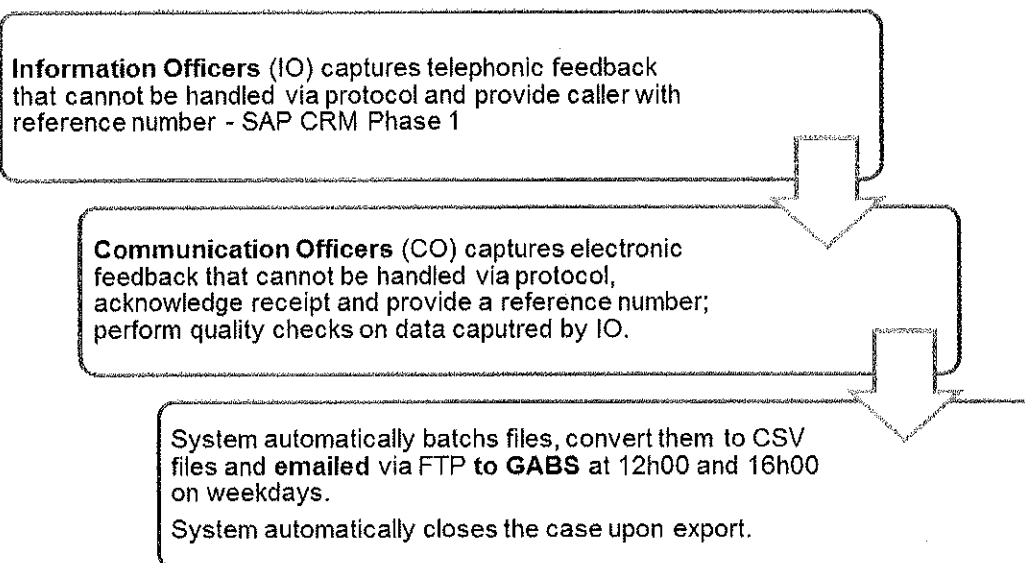
Feedback is interaction initiated by the general public which requires an action and/or response. Some can be dealt with via protocol while others are referred to the External Service Providers.

All feedback requests are to be captured and uniquely referenced in the software package (SAP) supplied by the CCT.

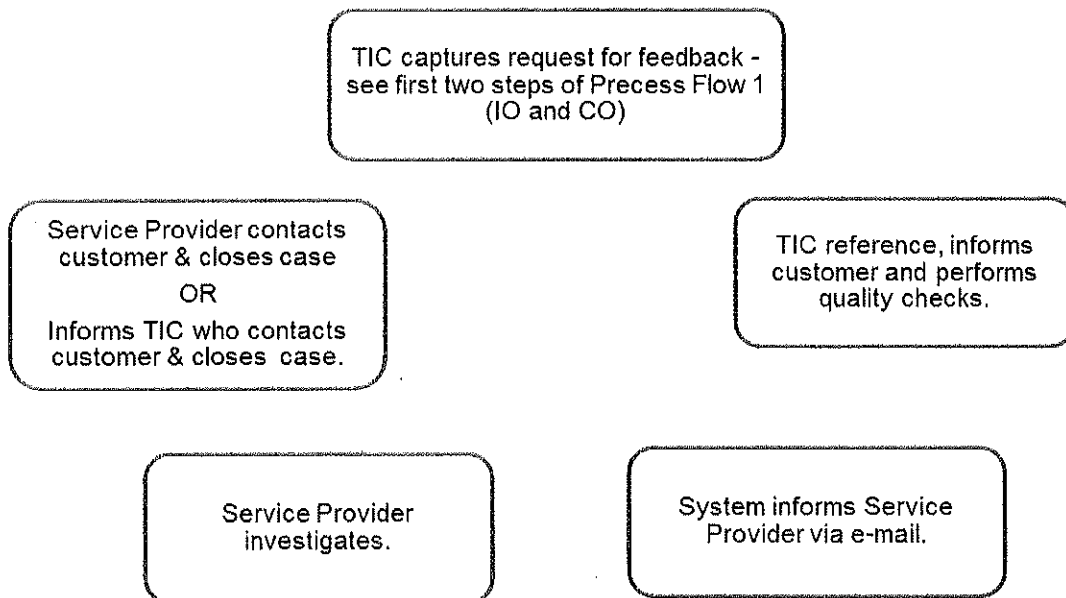
4.4 Process Flows

Procedures are in place for dealing with feedback to External Service Providers and departments/ sections within Transport for Cape Town. These are outlined below but may be amended or changed over time:-

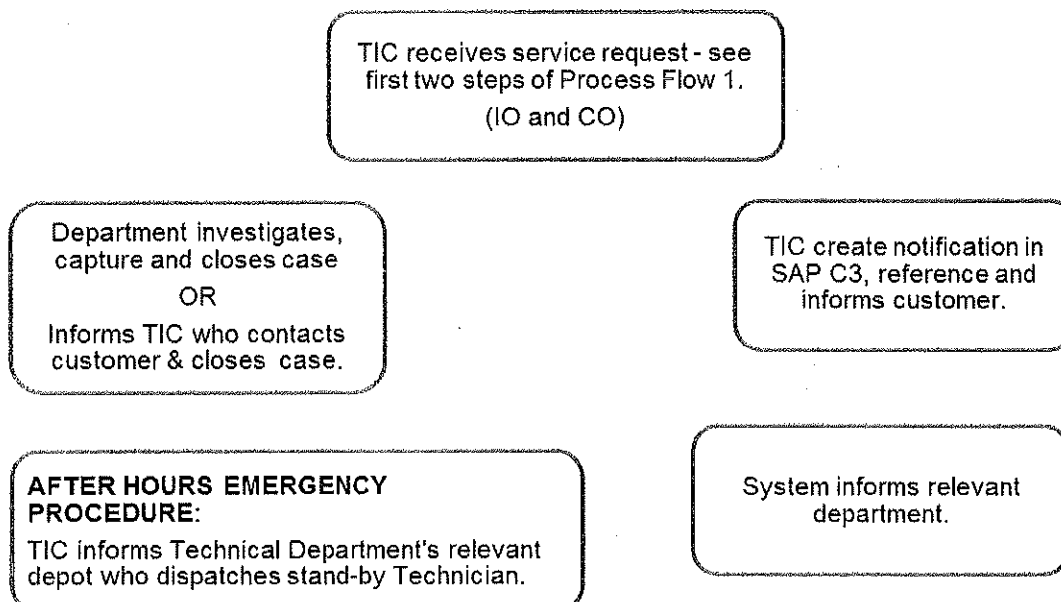
- **Process Flow 1** – applicable to GABS



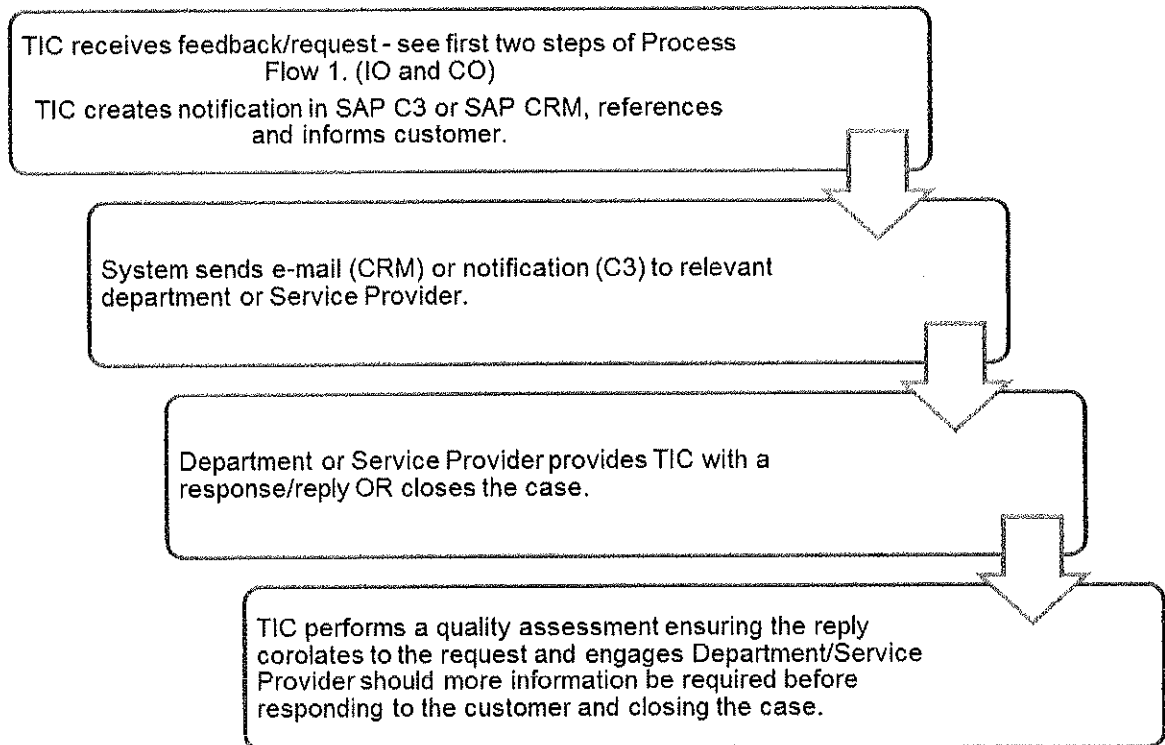
- **Process Flow 2** – applicable to Metrorail, MyCiTi, Dial-a-Ride and Kerbside Parking Management



- **Process Flow 3** – applicable to Traffic Signals, Traffic Calming, Stormwater and Road Maintenance



- **Process Flow 4 – Others including**
 - Minibus Taxis
 - Public Transport Interchanges and/or Taxi Ranks (maintenance and repairs)
 - Park-and-Ride facilities (maintenance and repairs)
 - Variable Message Signs (maintenance and repairs)
 - Non-motorised transport infrastructure (maintenance and repairs)
 - Signalisation of intersections and/or pedestrian crossings



4.5 Alerts

Alerts are interactions initiated by TCT to inform all interested parties, via social media, of matters impacting on the road network and the potential impact on the movement of people, goods and services.

4.6 Emergency Incidents and Crisis Communication

The Service Provider shall manage the assimilation and dissemination of information on transport and traffic incidents or emergencies and act immediately with the appropriate response(s). Such responses shall be based on understanding the implications of an event or incident that may impact on both public and private transport while:-

- Providing affected Public Transport Operators with the relevant information, and
- Preparing appropriate information to be provided to the general public.

4.7 Specific Transport Initiatives/Campaigns

The CCT and the providers of public transport may, from time to time, run campaigns regarding specific aspects of transport. Examples of such campaigns are Transport Month, special rail service, public participation in the development of the Integrated Transport Plan for Cape Town, the Eco-driving project, etc. The Service Provider is to fully understand such initiatives and brief, train and fully prepare all staff to be able to answer general enquiries regarding such campaigns or initiatives.

4.8 Location

It is required that the services be performed primarily at the Transport Management Centre, corner of Smartt and Richmond Streets, Goodwood, Cape Town, Western Cape, South Africa.

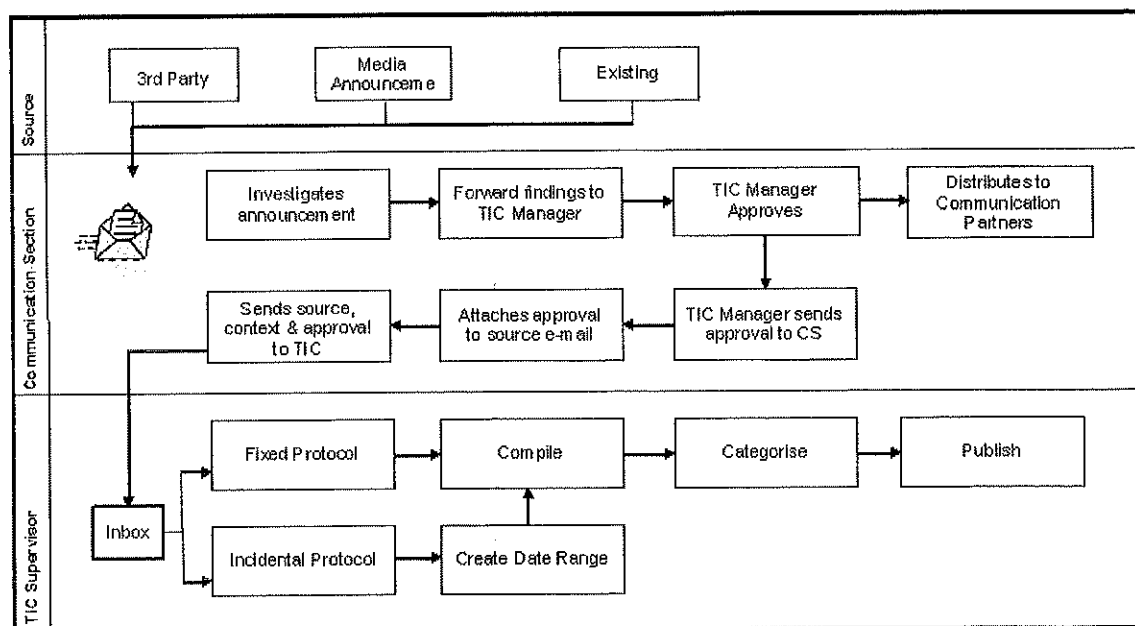
4.9 Equipment

The services are to be provided using the furniture, equipment and computer hardware and application software provided by the CCT (clause 4.26.1 Premises and Equipment).

4.10 Management of Transport Information

The Service Provider shall ensure that information, provided through various channels for the benefit of the general public, is accurate and up to date. This includes but is not limited to:

- Monitoring the relevance of the information on the TCT and MyCiTi webpages and collating and providing information to be uploaded/amended,
- Maintaining and updating the database of additional information of other transport services and places of interest that may be requested by residents of and visitors without promoting any one service. Such information includes the contact details of tourist information offices, long distance road and rail based services, specific tourism destinations, metered taxis control centre, etc.,
- Maintaining and updating the list of Transport Communication Partners and distributing relevant validated and approved information to this list as appropriate,
- Monitoring and updating the various social media channels as and when new information relating to transport is made available from an approved source, and
- Monitoring feedback for which protocols have not yet been developed and, if appropriate, requesting/developing new protocols. See process flow for developing protocols below.



4.11 Reports

The software package and telephony system developed for and installed by the CCT has been configured to enable the generation of purpose designed reports.

4.11.1 Monthly and Daily Reporting

The Service Provider shall, as part of the reporting function:

- Prepare and present monthly reports to the CCT which shall provide a full overview of the state of affairs at the TIC, including events impacting on the operations and projections for the following month based on research and known/planned events. These reports shall be compiled and e-mailed to the identified persons no later than the second working day of each month.

- b) Prepare and present monthly reports to the relevant section heads in the Transport Department in the agreed format and timeframes reflecting only information pertinent to their area of responsibility. These reports shall be compiled and e-mailed to the identified persons no later than the second working day of each month.
- c) Prepare and present monthly reports to the External Service Providers relating to their specific services in the agreed format and timeframes reflecting only information pertinent to their business. These reports shall be compiled and e-mailed to the identified persons no later than the second working day of each month.
- d) Each monthly report shall be a specific report covering information requests and feedback handled by the TIC during the preceding month. These reports shall be compiled and e-mailed to the identified persons no later than the second working day of each month.
- e) Prepare and present daily reports to the CCT whenever events occur which impact on call volumes and/or the lost call rate at the TIC. These events include but are not limited to major events at Cape Town Stadium and public transport strikes. These reports shall be compiled and e-mailed to the Responsible Agent by no later than noon on the first working day after the event.

The minimum requirements for monthly reports are:

4.11.1.1 Calls received via the telephone system

Total number of incoming (including all handled and dropped/lost) calls received over a specified period (hour/day/week/month/year).

4.11.1.2 Calls handled by Information Officers via telephony system

- a) Number of incoming calls handled over a specified period (hour/day/week/month/year).
- b) Percentages of incoming calls answered within 15, 15-30 and 30-40 seconds respectively.
- c) Percentages of incoming calls answered beyond 40 seconds after the call was made.
- d) Length (in seconds) of call from the time the officer answered until the call was ended.
- e) Average duration of calls handled over a specified period (hour/day/week/month/year).

4.11.1.3 Number and duration of calls lost (abandoned/dropped)

The telephony system installed and maintained by the CCT is able to generate these reports and the Service Provider is expected to draw and present the reports as specified.

4.11.1.4 Feedback handled by Communication Officers

- a) Number of feedback requests received per service.
- b) Number of feedback requests solved service.
- c) Number of requests received over a specified period (hour/day/week/month/year).
- d) Turn-around time from receipt of feedback to either applying the protocol or forwarding to the appropriate person for resolution/response.
- e) Turn-around time from receipt of the response to providing the response to the initiator.
- f) Number of feedbacks received per communication channel (telephonic, e-mail, websites, twitter, Facebook, TCT App, City Manager's Office, Mayor's Office, etc.).

4.11.2 Annual Report

The Service Provider shall prepare and present an annual report to TCT providing an overview of the operations and management of the TIC. This report must include a summary of challenges and how these have been addressed. It will cover the period 1 July – 30 June and shall be presented each year by no later than 31 July. On completion of the contract, the final report shall accompany the Service Provider's final invoice.

4.12 Monitoring

The Service Provider shall:-

- a) Through systems made available by the CCT, monitor the electronic media and websites for anything relevant to transport in Cape Town and report that to the Responsible Agent. This would include monitoring the activities in the TMC Central Operations area and enter relevant postings on social media.
- b) Monitor the newspaper clippings and press releases issued by the CCT for anything relevant to transport in Cape Town and report that to the Responsible Agent.
- c) Inform the Responsible Agent of transport related press releases issued by External Service Providers.

4.13 Management Meetings

The monthly management meeting shall be held before the 10th of each month. The Service Provider shall arrange these meetings based on the availability of the Responsible Agent who shall chair the meetings. The Service Provider shall prepare the minutes of these meetings and present them to the Responsible Agent within one week of the date of the meeting.

4.14 General Liaison

The Service Provider shall liaise with departments within the CCT such as the TMC building manager, IT, Telecommunications, Customer Relations and sections within the Transport Department as circumstances require. The Service Provider shall also liaise with External Service Providers as designated.

4.15 Reception and Administrative Support

In addition to the services above the Service Provider shall:-

- a) Make available suitably qualified administrative and project support resources to assist with the planning and roll-out of TCT related projects,
- b) Provide a reception service on the ground floor of the TMC during standard office hours. Staff providing this service shall also be briefed, trained and equipped to act as tour guides at the TMC. The Service Provider shall obtain the necessary information from the relevant officials at the TMC, and
- c) Provide a reception service at the entrance lobby to the TIC itself during standard office hours.

4.16 Service Continuity

The service is to be provided 24 hours a day seven days a week (24/7), without interruption, unless caused by factors beyond the control of the Service Provider.

4.16.1 Service Delivery Interruption

- a) Should the Service Provider be unable to render this service for any reason for a period exceeding, or expected to exceed, 15 minutes, the Responsible Agent shall be verbally informed immediately upon realisation that the incident shall or may last longer than 15 minutes.
- b) Each and every service delivery interruption shall be reported in writing by no later than noon on the first working day subsequent to the occurrence of the incident. The report is to describe the incident, the cause (if possible), its effect(s)/impact on the provision of service and corrective actions taken.
- c) Non-reporting of service interruptions shall be considered a material breach of Contract.

4.16.2 Service Delivery Interruption - CCT/Other Authority/Force Majeure

Service interruptions caused through events other than the fault/negligence/actions of the Service Provider (including but not limited to power outages, failure of CCT provided systems/infrastructure/equipment, external telephone base service providers (Telkom/Neotel or others) and evacuation procedures) shall not result in the imposing of penalties provided that the Service Provider complied with clause 4.16.1.

4.16.3 Service Delivery Interruption - Service Provider

Service interruption as a result of the fault/negligence/actions of the Service Provider may include but not be limited to human resources issues (staff strike/lock out), failure to make transport arrangements for their staff should the public transport systems fail or be delayed/under-resourced etc. The Service Provider will be remunerated only for the staff performing their functions. Further penalties may be imposed in accordance with the service level requirements.

4.17 Performance and Services Levels

The Service Provider is required to render the services to the specified performance levels throughout the contract period.

4.18 Quantitative Levels of Service

The quantitative levels of service required are set out below.

4.18.1 Call Response Times

The required call response times (answering of a call received on the toll-free and share call numbers) are as follows:

- a) 80% of all calls shall be answered by an Information Officer within 15 seconds after the system has accepted the call into the queue. For the purposes of this tender/contract this occurs either when a caller has exercised one of the options in the voice mail message or let the voice message run to completion. The voice message is the initial automatic message a caller receives on dialling the TIC numbers. The service level shall be measured on a half hourly basis and not as a daily, weekly or monthly average.
- b) 100% of all calls shall be answered by an information officer within 40 seconds of entering the queue. The service level shall be measured on a half hourly basis and not as a daily, weekly or monthly average.

4.18.2 Lost Calls

Lost calls are defined as follows:-

- a) **Abandoned call**

When a caller terminates the call after the call has been entered into the queue but before an Information Officer answers. Calls terminated within less than 15 seconds of entering the queue are not included in the calculation of percentage abandonment for the purposes of imposing penalties. Calls terminated after 15 seconds of entering the queue are included for the purposes of calculating penalties. The number of abandoned calls shall not exceed 2% of the total calls received each day.

- b) **Dropped call**

A call lost due to technical reasons (such as a server reboot or freeze; trunk, network or data problems between the Civic Centre and the TMC or within the TMC or TIC network; planned upgrades during which active calls may be terminated by the system; etc.) is considered a dropped call and is not taken into account in either calculating the monthly claim or imposition of penalties provided that the Service Provider complied with all the provisions of clause 4.16 - Service Continuity – and its sub-clauses.

4.18.3 Electronic Communication Response Times

a) **Acknowledgement of receipt**

100% of all communication received electronically shall, within 1 (one) working day of receipt at the TIC, be assigned a reference number and an acknowledgement sent to the initiator.

b) **Response in terms of standard TIC protocols**

Should the communication require a response and the response can be formulated in terms of the protocols such response shall be communicated to the initiator within 3 (three) working days of receipt.

c) **Input required external to TIC**

Should the communication require response from a section within the CCT or an External Service Provider, said communication shall be forwarded to the designated person within 2 (two) working days of receipt by the TIC.

d) **Input received from External Service Providers or sections within the CCT**

A response received from a section within the CCT or External Service Provider shall be communicated to the initiator within 2 (two) working days of receipt back at the TIC.

4.18.4 Languages

It is required that the telephonic services shall be available in English, Afrikaans and Xhosa. Although the majority of telephonic interactions are in English all staff are required to be fully conversant in English and either Xhosa or Afrikaans. All shifts shall be able to respond to calls and provide information in all three languages.

The availability of foreign languages during normal working hours will be advantageous.

4.19 Voice and Screen recording

It is a requirement that all calls received at the TIC be recorded. The CCT provides a voice and screen recording system to do so.

All recordings are done digitally, with on-site storage (on the hard drives of the recording system) for a period of 3 months. After the 3-month-period, the Service Provider shall back the recorded data up onto digital tapes for storage by the CCT. The system is secure, complies with Independent Communication Authority of South Africa (ICASA) regulations and the recorded material complies with evidentiary requirements for presentation in Court. The recordings are the property of the CCT and may not be made available to any third party without the written approval from the Responsible Agent.

4.20 Public Transport Schedules

4.20.1 GABS

GABS will provide the Service Provider with updated schedules and services information. Such updates are to be forwarded to the designated electronic address at the TIC. The Service Provider shall immediately upload the data onto the TIC software package and inform the TIC staff of the changes.

4.20.2 Metrorail

Metrorail ensures that the commuter rail schedules on their website, www.capemetrorail.co.za, are constantly updated with the latest commuter rail schedules. The Service Provider is required to access the Metrorail schedules via the Internet and to liaise with CMOCC to verify changes. Upon receipt, the Service Provider shall immediately upload the data onto the TIC software package and inform the TIC staff of the changes.

4.20.3 MyCiTi

MyCiTi will provide the Service Provider with updated schedules and information as soon as they are finalised. Such updates are to be forwarded to the designated electronic address at the TIC. The Service Provider shall immediately forward the information to the CCT's IT department, upload the data onto the TIC software package and inform the staff of the changes.

4.20.4 Other Public Transport

Although the TIC does not provide information on long distance transport schedules, it does provide the contact details of the various Long Distance Transport Providers and the Service Provider shall ensure that this information is up to date and available to the Information and Communication Officers.

4.21 Monitoring of Service Level Compliance

The CCT will monitor and assess the service levels daily. The Service Provider will be afforded reasonable opportunity to rectify the situation should the required service levels not be met. Penalties for non-performance in terms of the service criteria shall be applied as per clause 7.8 (page 46) and its sub-clauses.

4.22 Key Personnel/Staffing

Deploy adequate, appropriately skilled/qualified and experienced staff to provide professional interaction with the general public. The staffing complement shall, as a minimum, cover the following categories with the qualifications and experience as stipulated:

4.22.1 Category A

Senior Manager

- Key Function: Responsible for the overall management and functioning of the TIC.
- Qualification: Bachelor Degree
- Experience: minimum of 5 years in managing an information centre with a minimum of 3 years in a 24/7 information/call centre operation.

4.22.2 Category B

Supervisors and Team Leaders

- Key Function: Managing the day-to-day operations and responsible for the information and customer relations functions and activities.
- Qualification: Matric
- Experience: minimum of 2 years as a Supervisor or Team Leader in a 24/7 operation.

4.22.3 Category C

Trainers

- Key Function: Responsible for the induction and on-going training of new and existing staff including development and updating of all training materials.
- Qualification: Matric
- Experience: minimum of 2 years as a Training Officer in a 24/7 communications operation.

4.22.4 Category D

Quality Assessors

- Key Function: Track and report compliance with the Service Level Requirements, develop and maintain Quality Assurance Manuals and ensure certification remains valid.
- Qualification: Matric
- Experience: minimum of 3 years as a QA Officer with a minimum of 2 years in a 24/7 communications operation.

4.22.5 Category E

IT Technician

- Key Function: Provide in house support (training / trouble shooting) to staff within the framework of the CCT's IT systems and policies.
- Qualification: IT related qualification
- Experience: minimum of 3 years in IT environment with minimum of 2 years in call centre environment.

4.22.6 Category F

Information Officers

- Key Function: Provide information to the general public of and/or visitors to Cape Town. Respond to telephonic enquiries and capture and log feedback occurrences.
- Qualification: Matric and Customer Service training
- Experience:
 - Computer literacy with a typing speed of 25wpm;
 - Fully conversant in English and either Xhosa or Afrikaans;
 - SAP proficient;
 - Special requirements are audibility and clarity of voice;
 - Minimum of 6 months in a similar environment working in shifts.

4.22.7 Category G

Communication Officers

- Key Function: Provide customer service by assessing, evaluating and responding to or directing feedback as appropriate. Follow-up and closure of logged cases. Some administrative and/or project related activities may also be required.
- Qualification: Matric and Customer care/communication course attendance or recognition of prior learning.
- Experience:
 - Computer literacy with a typing speed of 25wpm;
 - Fully conversant in English and either Xhosa or Afrikaans;
 - SAP proficient;
 - Special requirements are audibility and clarity of voice;
 - Minimum of 2 years in customer service.

4.22.8 Category H

Specialist Communication Officers (Social Media)

- Key Functions: Proactive and reactive communications via social media channels. This includes monitoring sites, responding to posts, follow up on feedback and respond according to approved protocols.
- Qualification: Matric, customer care/communication course and a tertiary certificate in social media;
- Experience:
 - Computer literacy with a typing speed of 25wpm;
 - Articulate in English and either Xhosa or Afrikaans
 - Minimum of 4 years in customer service; of which at least 6 months must have been in the social media environment (monitoring and responding).

4.22.9 Category I

Receptionists

- Key Function: Provide reception services and assist with general office administrative duties.
- Qualification: Matric or equivalent
- Experience: minimum of 2 years in reception.

It is a specific requirement of this contract that the Manager and IT Technician shall both be suitably qualified and experienced and full time dedicated to the TIC. The IT Technician must be suitably knowledgeable in software and hardware problem solving and shall work in close liaison with the CCT's IT Service Desk and other Service Providers. Failure to comply with this stipulation will render the tender offer ineligible.

4.23 Communication Volumes and Profiles

Historic communication volumes and profiles are set out below.

4.24 Historic Volumes

The table below reflects the historic monthly interaction volumes at the TIC for the period January 2013 to December 2014.

Variations in monthly volumes are partly attributed to seasonal demand but are also influenced by extraordinary transport events such as strikes, large events at Cape Town Stadium and elsewhere in the CCT, bad weather, road closures as a result of events such as the opening of parliament and other incidents/events impacting on public transport and transport infrastructure.

Historic Volumes

Month	2013		2014		Total	
	Calls	Electronic	Calls	Electronic	2013	2014
January	156 162	2 200	143 243	3 450	158 362	146 693
February	131 443	2 784	130 822	3 969	134 227	134 791
March	154 406	2 706	155 929	3 963	157 112	159 892
April	155 355	3 112	140 106	3 177	158 467	143 283
May	130 732	2 952	124 901	2 946	133 684	127 847
June	124 903	2 280	155 997	3 276	127 183	159 273
July	121 356	2 379	114 800	3 619	123 735	118 419
August	127 687	2 619	115 398	3 434	130 306	118 832
September	121 528	2 203	117 952	3 025	123 731	120 977
October	122 636	2 716	115 438	3 312	125 352	118 750
November	137 518	2 586	108 229	3 149	140 104	111 378
December	168 688	2 401	149 384	3 563	171 089	152 947

4.25 Telephonic and Electronic Interactions

A telephonic request for information or providing feedback is received 24/7 on the 0800 65 64 63 number, toll-free from a Telkom landline, and may consist of one or more enquiries depending on the situation.

The average durations of such interactions are mostly below 70 seconds but increase when new transport services are introduced, changes are made to existing transport services or callers have never used public transport before. In such instances the average duration increases to 150 seconds. When a caller provides feedback the average duration of the interaction is 5 minutes as the detail is captured and the system generates a reference number.

Call Handle Time is provided as a guide.

Type of call	Average duration	Approximate % of volume
General information	70 sec	88
Detailed information	2min 30 sec	2
Feedback	5 min	10

All electronic communications (including feedback received through telephonic interactions such as e-mail, website and other channels) are handled by the Communication Officers. On average a Communication Officer can handle 250 new interactions per month. The remainder of the time is spent following up, handling and closing existing feedback requests.

An electronic interaction shall be responded to in terms of the protocol or referred to the relevant service for investigation after which a detailed reply is compiled and a response is given to the initiator of the request. Electronic communication is captured, referenced and handled in terms of the Process Flows (PF) in Clause 4.4 above.

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Feedback may be raised through various social media channels, search engines, relevant service providers or referred by politicians. Feedback received via these channels often requires investigation and an official "sign-off" from the External Service Provider or the CCT before responding to the initiator.

4.26 Premises, Equipment, Systems and Services Provided by the CCT**4.26.1 Premises, Equipment and Maintenance**

The TMC is located on the corner of Smartt and Richmond Streets, Goodwood, Cape Town, Western Cape, South Africa and currently consists of three floors hosting various transport, traffic and law enforcement agencies. The TIC premises are located on the 1st Floor of the TMC. Currently the TMC is not well served by public transport after hours.

Working space is provided rent free to the Service Provider. A full set of equipment (office furniture, computer hardware, etc.) is provided on page 35.

The CCT provides 24hour security for the TMC and access control is managed through fingerprint recognition software and closed circuit television as part of the TMC's Building Management System.

Ablution facilities are situated on every floor and are accessible to people with disabilities. These are serviced by and at the cost of the CCT. Lockers for safekeeping of personal items are provided in the TIC. Kitchen facilities are provided in the break-away area within the TIC.

The CCT provides cleaning and maintenance services for the TMC premises, including the TIC, and is responsible for the cost of routine repairs and maintenance of both the premises and the equipment supplied by the CCT.

The TMC may not have a cafeteria but dispensing machines may be available.

4.26.2 UPS and Generator

The TMC has its own dedicated uninterrupted power supply (UPS) and 24-hour generator. The TIC is supported on this system and the equipment is provided to ensure that the service may continue uninterrupted although the centre may not be fully functional.

4.26.3 Internet and e-mail Facilities

Internet and e-mail facilities for service related communications will be provided by the CCT at no cost to the Service Provider. The CCT monitors the use of all electronic communications. The CCT's computers or communication tools are to be used for official business purposes only and shall not be utilised for personal or other business use.

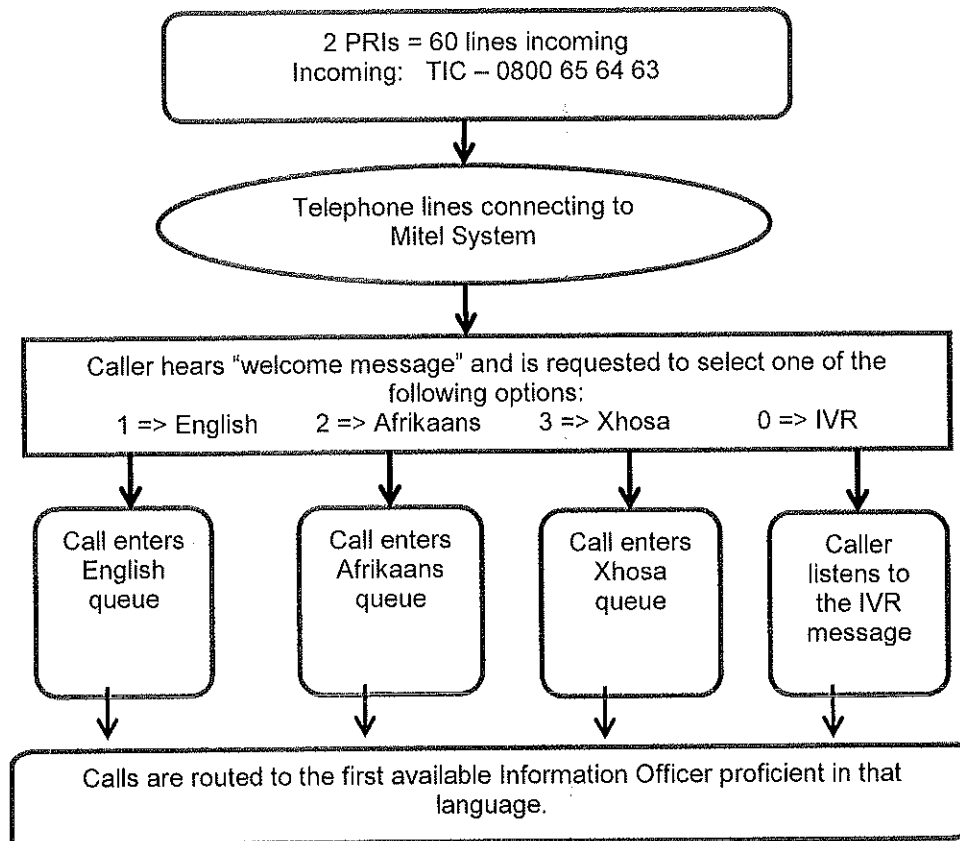
Everyone who is required to access the CCT's network will be given a unique user identity (user ID) and will be required to have their own password. The user ID and password form part of the control system that will provide the user with appropriate access to the TIC's computer systems and network resources. The sharing of user IDs is strictly forbidden.

A user ID holds the same value as a signature. All transactions performed utilizing a user ID will be deemed to have been performed by the registered user and that user will be held accountable for any transactions registered against that user ID.

4.26.4 Telephone Systems

The telephony system operational at the TIC (currently Mitel) is owned, managed and maintained by the CCT. The toll-free number is registered in the CCT's name and all telephone accounts (incoming and outgoing) are paid by the CCT. The telephone system is to be used for official business purposes only.

The telephony system consists of Primary Rate Interfaces (currently two PRIs) each able to accommodate 30 (thirty) calls simultaneously. Multiple numbers are running into the PRIs which connect to the Mitel System from where the caller selects a language queue before being placed in that queue. If no selection is made the call will automatically be diverted to the English queue. See flow below.



The service provider shall ensure that all TIC staff are trained should the Mitel telephone system be upgraded or new features be introduced.

4.26.5 Computer Systems

The CCT provides computer hardware and software at no cost to the Service Provider. The CCT uses the SAP package for recording feedback and an internally developed TIC software package to manage transport related information. Microsoft (MS) Office software is used for all e-mails generated and documents created at or for the TIC and stored on a dedicated shared library. Only authorised personnel may load software. No personal material (including music and videos) may be loaded on systems or computers at the TIC.

Computer users may not intercept or disclose – or assist in such attempts – any electronic communications. The CCT may monitor, intercept and examine e-mail messages, files on computers provided by the CCT, web browser cache files, web browser bookmarks, logs of web sites visited, computer system configurations and other information stored on or passing through the CCT's computers.

4.26.6 Training

The CCT may, from time to time, provide the Service Provider's staff the opportunity to attend internal training courses and/or allow participation in initiatives aimed at City staff in general.

4.27 Service Provider's Responsibilities Relating to TIC Premises, Equipment, Systems and Services

4.27.1 Premises, Equipment and Maintenance

The Service Provider shall use the CCT's premises and equipment as supplied in order to provide the services. In doing so the Service Provider shall comply with all City procedures at the TMC including compliance with security requirements. The Service Provider shall ensure that its staff present their identification documents together with the completed applications for access to the premises in person for security purposes and registration on the access control system.

The Service Provider shall also take due care while using or operating the premises and/or equipment and systems provided by the CCT. The CCT may request the Service Provider to arrange for routine cleaning of the furniture and equipment in the TIC. These expenses must be agreed and signed off by the Responsible Agent prior to incurring the cost and may be claimed from the CCT.

The Service Provider shall liaise directly with the Building Manager to report any faults such as lamps requiring replacement, leaks, broken windows and other general maintenance or repair requirements.

The Service Provider shall inform the CCT on the same day that it become aware of any damage to or malfunctioning of furniture and/or equipment. The Service Provider shall also liaise with the relevant departments to ensure the prompt repair and continued maintenance of all furniture and equipment.

The CCT has insured the furniture and equipment in the TIC and TMC. The Service Provider shall, however, be held liable for any loss and/or damage due to negligence and/or wilful damage on its part to either the property or equipment of the CCT. Any loss and/or damage shall be reported to the Responsible Agent without any delay.

The Service Provider will be jointly responsible with the CCT to ensure that all new or replacement equipment and infrastructure is received, installed and recorded in terms of the CCT's Asset Management policy.

The TMC is not well served by public transport after hours and the Service Provider is responsible to ensure that the service level is maintained regardless of this fact. During public transport strike action the Service Provider must make the necessary arrangements to ensure that their staff get to work.

4.27.2 UPS and Generator

Even though the TMC has its own dedicated uninterrupted power supply (UPS) and 24-hour generator the Service Provider shall, without delay, inform the Responsible Agent when a power failure occurs along with cause and expected duration.

4.27.3 Internet and e-mail facilities

The Service Provider shall ensure that all its staff adhere to the CCT's policies and procedures regarding internet and email usage and have in place a system of detecting and addressing abuse of these facilities.

Everyone who is required to access the CCT's network will be given a unique user identity (user ID) and will be required to have their own password. The user ID and password form part of the control system that will provide the user with appropriate access to the TIC's computer systems and network resources. The sharing of user IDs is strictly forbidden. The Service Provider shall take disciplinary action against any member of its staff who is found to be sharing a user ID. If a user suspects that someone else may know his/her user ID and password, the password shall be changed immediately.

A user ID holds the same value as a signature. All transactions performed utilizing a user ID will be deemed to have been performed by the registered user and that user will be held accountable for any transactions registered against that user ID.

Users shall maintain exclusive control of their personal password which shall be changed every 40 (forty) days. Such passwords may not be shared under any circumstance. Passwords shall not be stored in readable form in batch files, automatic logon scripts, software macros, terminal function keys, in computers without access controls, or in any other way or location where unauthorized persons might discover them.

4.27.4 Telephone Usage

In monitoring telephone usage the Service Provider may draw reports from the Mitel system. Information Officers are not permitted to make outbound calls. The ability to make outbound calls is dependent on a PIN code and telephone usage shall be monitored by the CCT. The CCT will also monitor the telephone usage and should abuse of the telephone system occur the costs shall be recovered from the Service Provider.

4.27.5 Computer Systems and Software

The Information Systems and Technology (IS&T) Department of the CCT applies hardware and software standards in a managed environment. The IS&T Department will maintain the computer system hardware and telephony system together with the systems and application software and will apply the CCT's corporate hardware and software standards as part of the managed corporate environment. Although a Firewall will be in place, any alien software or hardware that is found within this system infrastructure shall be removed with immediate effect. The Service Provider shall be responsible for any consequences arising from such software being installed on the system.

The CCT provides computer hardware and software at no cost to the Service Provider. The CCT uses the SAP package for recording feedback and an internally developed TIC software package to manage transport related information. MS Office software is used for all e-mails generated and documents created at or for the TIC and stored on a dedicated shared library. Only authorised personnel may load software. No personal material (including music and videos) may be loaded on systems or computers at the TIC.

Computer users may not intercept or disclose – or assist in such attempts – any electronic communications. The CCT may monitor, intercept and examine e-mail messages, files on computers provided by the CCT, web browser cache files, web browser bookmarks, logs of web sites visited, computer system configurations and other information stored on or passing through the CCT's computers.

The Service Provider shall take disciplinary action should prohibited material be found.

TCT may require and request the Service Provider to obtain and manage a web based social media administrative and statistical tool such as Hootsuite. The cost of this licence may be claimed from the CCT on condition that prior approval has been obtained from the Responsible Agent.

4.27.6 Training

All the Service Provider's staff are required to have a basic understanding of SAP and be proficient in MS Outlook, Word and Excel.

The CCT will, in conjunction with the Service Provider, arrange training in the usage of the existing TIC software prior to the commencement of the Contract. It is recommended that the Service Provider allows sufficient time for training of all staff prior to the commencement of the Contract. The Service Provider shall ensure that staff attend training at the TMC in Goodwood at a time agreed to by the CCT.

The CCT may also, in conjunction with the Service Provider, arrange training of a selected number of staff in any new software packages or systems developed or rolled out by the CCT after commencement of the Contract. These accredited trainers will be required to train the remaining staff at the Service Provider's cost.

The Service Provider shall ensure that all staff providing communication support to the general public and/or visitors to Cape Town are proficient in the use of the software from the commencement date of the Contract.

The Service Provider shall arrange for additional training, including new staff members and refresher courses, if required, at own cost.

While the CCT may offer free internal training courses and/or allow participation in initiatives aimed at City staff in general, the Service Provider may be required to carry staff costs associated with such training and/or participation.

4.27.7 Languages

Staff on all shifts shall be able to respond to calls and provide information in all three languages. The Service Provider shall ensure that all staff are fluent in English and allow for sufficient Information and Communication Officers fluent in Xhosa and/or Afrikaans to meet any demand for these languages.

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The Service Provider shall ensure that, for each of the specified languages (English, Afrikaans and Xhosa) the required levels of service are individually met (i.e. 80% of calls in any language is answered within 15 seconds).

The Service Provider shall, on a monthly basis, submit a random recording for each of the Information Officers to the Responsible Agent for an independent assessment in terms of language proficiency, clarity and audibility.

The language profile (based on a normal day) is:-

Language Selection	Percentage
English	80
Afrikaans	13
Xhosa	7

4.27.8 Stationery and Consumables

The Service Provider shall be responsible for all stationery and printing consumable requirements including ink cartridges for the printers and fax/copier, paper, pens, etc. but excluding server back-up tapes. Print, fax and copy consumables shall comply with equipment specifications and shall be original manufacturer compliant.

4.27.9 Refreshments

The Service Provider shall be responsible for the provision of all refreshments at the TIC. This shall include cutlery and crockery and the Service Provider shall ensure that the breakaway area is kept clean and tidy.

The Service Provider shall ensure that no food or drink is kept or consumed at any of the Information Officers' workstations.

4.28 Quality, Safety, Health and Environment**4.28.1 Quality Management System**

- a) The Service Provider shall have a recognised Quality Management System (QMS) in place evidenced by a relevant ISO9001 accreditation certificate, issued by an independent ISO registered assessor. Such accreditation shall remain valid for a period of at least 3 (three) months after Contract commencement. Thereupon it shall be renewed and remain valid for the full period of the Contract.
- b) The CCT must have unrestricted direct access to the QMS which must be available to the CCT in real time. The Service Provider shall submit their monthly QMS report to the CCT by no later than the 10th of the following month.
- c) The CCT will, on a monthly basis, conduct its own assessment of the Service Provider's performance based on the Service Levels and the QMS report.
- d) The CCT may appoint an independent firm to conduct satisfaction and performance audits. The rating system for performance and customer satisfaction will be determined by the independent firm and will be based on current and international best practices for the assessment and benchmarking of operator performance and customer satisfaction. The minimum score in the performance audit and customer satisfaction index shall be 80% (equivalent to a "very good to excellent" rating in relation to call centre industry norms).

4.28.2 Occupational Health and Safety

- a) The Service Provider shall comply with the provisions of the Occupation, Health and Safety Act as it pertains to 24/7 office based operations.
- b) The Service Provider shall formulate an appropriate health and safety plan to attach to Schedule 10.
- c) The Service Provider shall nominate a representative to serve on the TMC's Occupational, Health and Safety committee.

4.29 Restrictions/Obligations

The following restrictions shall be observed by the Service Provider for the duration of the Contract:

4.29.1 Operational confidentiality

The Service Provider shall ensure that no person in the core operations area of the TIC has any form of recording device (camera, video recorder, voice recorder, cell phone, laptop, iPad, etc.), radio or music play-back device (iPod, MP3 player, etc.) on their person or at their workstation. Provision for safekeeping of such personal devices is provided in the form of individual lockers; however, the CCT takes no responsibility for any damage or loss of items stored in these lockers. An initial set of keys for each locker will be provided by the CCT. Replacement of such keys or the opening of any locker for which the keys have been lost, is for the account of the Service Provider. A full set of keys for all lockers shall be returned to the CCT upon completion of the Contract.

4.29.2 Conflict of Interest

No person involved with and/or employed at the TIC shall have any business and/or family connection(s) to any company, entity or individual providing any form of transport to the general public or visitors to Cape Town.

4.29.3 Other Business/Commercial Activity

Neither the Service Provider nor any of its employees may undertake any other business or commercial activity from the premises and/or using the equipment and/or systems provided by the CCT without the prior agreement of and written approval from the CCT.

4.29.4 Neutrality/Impartiality with respect to Public Transport Operators

The primary purpose of this Contract is for the appointed Service Provider to provide information received from Public Transport Operators and sections within Transport for Cape Town to citizens of and visitors to Cape Town.

In this regard the Service Provider is required to:

4.29.4.1 GABS

Refer all matters/feedback/enquiries for any of the other services offered by GABS to the designated contact person within GABS and shall not solicit any business with or on behalf of GABS.

4.29.4.2 Cape Metrorail

Refer all matters/feedback/enquiries for any of the other services offered by Cape Metrorail to the relevant contact number at Metrorail and will not solicit any business other than what is agreed to in this document with reference to the business of Metrorail.

4.29.4.3 MyCiTi

Refer all matters/feedback/enquiries for any of the other services offered by MyCiTi to the designated contact person/s and shall not solicit any business with or on behalf of MyCiTi or its service providers.

4.29.5 General

- a) Not make public, distribute or sell any information collected through the TIC to any party, including the media, unless prior written approval has been obtained from the relevant authority to do so.
- b) Treat all current and future Public Transport Operators, operating within the CCT, equally.

4.29.6 Media

No staff member may express a personal opinion while performing their duties and functions. While off duty no staff member may provide information or publicly express a personal opinion on the operations at the TIC, TCT, CCT or any Public Transport Operator.

4.29.6.1 Newspapers

The Service Provider shall submit and maintain a standard operating procedure ensuring that all questions and requests for information/comment received from the print media is forwarded to the CCT Media Office or relevant Public Transport Operator's media spokesperson without delay. The Service Provider shall report all such incidents to the Responsible Agent without delay.

4.29.6.2 Radio

The Service Provider shall submit and maintain a standard operating procedure ensuring that all questions and requests for information/comment received by Information Officers from radio stations is immediately referred to the most senior staff member on duty. That staff member will assess whether the enquiry relates to the general transport information provided by the TIC in which case the standard information will be provided without delay. Should the initiator request an interpretation/opinion he/she must be referred to the CCT Media Office or relevant Public Transport Operator's media spokesperson without delay and without providing comment. The Service Provider shall report all such incidents to the Responsible Agent without delay.

4.30 Additional Services

During the contract period the Service Provider may be required to undertake additional services at the request of the CCT. The provision of any such services shall be subject to prior agreement and written confirmation between the CCT and the Service Provider as to the scope and scale of such services and the costs and remuneration for said services.

4.31 Promoting the TIC

The CCT will promote the services available through the TIC and the Service Provider is expected to support any such campaigns. The Service Provider shall inform the Responsible Agent of any suitable promotional opportunities it may become aware of. As the TIC is a City service any and all promotion shall be approved by the Responsible Agent.

4.32 Contract Period, Commencement Date and Time

This tender is for a contract period of 5 (five) years with the services commencing at 00h00 on 1 July 2015.

A. Example of Call Volumes on normal Week Day

Report: Queue Group Performance by Period																			
Site City of Cape Town																			
Device: 6 - TIC																			
Date range 25/11/2014 - 25/11/2014 00:00 - 00:00																			
Created on: 22/01/2015																			
Created by																			
Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Calls interflowed	Calls requested	Queue unavailable	Answered by ACD group 1	Answered by ACD group 2	Answered by ACD group 3	Answered by ACD group 4	Average speed of answer (hh:mm:ss)	Average delay to abandon (hh:mm:ss)	Average delay to answer (hh:mm:ss)	ACD handling time (hh:mm:ss)	Average ACD handling time (hh:mm:ss)	Abandon %	Service level %	Answer %
00:00	0	0	0	0	0	0	0	0	0	0	0	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0.0	100.0	0.0
01:00	1	1	1	0	0	0	0	1	0	0	0	0:00:04	0:00:00	0:00:00	0:01:11	0:01:11	0.0	100.0	100.0
02:00	1	1	0	0	0	0	0	1	0	0	0	0:00:06	0:00:00	0:00:00	0:04:17	0:04:17	0.0	100.0	100.0
03:00	0	0	0	0	0	0	0	0	0	0	0	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00	0.0	100.0	0.0
04:00	11	11	0	0	0	0	0	11	0	0	0	0:00:04	0:00:00	0:00:00	0:09:25	0:00:51	0.0	100.0	100.0
05:00	36	36	0	0	0	0	0	36	0	0	0	0:00:04	0:00:00	0:00:00	0:39:21	0:01:05	0.0	100.0	100.0
06:00	103	103	1	0	0	0	0	103	0	0	0	0:00:04	0:00:00	0:00:00	1:47:10	0:01:02	0.0	99.0	100.0
07:00	210	210	0	0	0	1	0	210	0	0	0	0:00:03	0:00:00	0:00:00	4:25:49	0:01:15	0.0	99.5	100.0
08:00	238	238	3	0	0	0	0	238	0	0	0	0:00:03	0:00:00	0:00:00	5:22:31	0:01:21	0.0	100.0	100.0
09:00	254	254	0	0	0	2	0	254	0	0	0	0:00:03	0:00:00	0:00:00	5:53:20	0:01:23	0.0	99.2	100.0
10:00	257	257	3	0	0	0	0	257	0	0	0	0:00:03	0:00:00	0:00:00	5:35:00	0:01:18	0.0	100.0	100.0
11:00	232	232	0	0	0	1	0	232	0	0	0	0:00:03	0:00:00	0:00:00	6:26:45	0:01:40	0.0	100.0	100.0
12:00	198	198	2	0	0	0	0	198	0	0	0	0:00:03	0:00:00	0:00:00	4:30:53	0:01:22	0.0	100.0	100.0
13:00	210	210	2	0	0	0	0	210	0	0	0	0:00:04	0:00:00	0:00:00	5:25:32	0:01:33	0.0	100.0	100.0
14:00	246	245	3	0	1	0	0	245	0	0	0	0:00:04	0:00:00	0:00:30	6:38:47	0:01:37	0.0	95.9	99.6
15:00	261	261	1	0	0	0	0	261	0	0	0	0:00:03	0:00:00	0:00:00	7:08:09	0:01:38	0.0	99.2	100.0
16:00	201	201	0	0	0	1	0	201	0	0	0	0:00:03	0:00:00	0:00:00	4:39:49	0:01:23	0.0	100.0	100.0
17:00	152	152	0	0	0	1	0	152	0	0	0	0:00:04	0:00:00	0:00:00	3:41:17	0:01:27	0.0	99.3	100.0
18:00	119	119	3	0	0	0	0	119	0	0	0	0:00:03	0:00:00	0:00:00	3:01:58	0:01:31	0.0	100.0	100.0
19:00	96	96	0	0	0	0	0	96	0	0	0	0:00:04	0:00:00	0:00:00	2:37:29	0:01:38	0.0	97.9	100.0
20:00	56	53	0	0	3	0	0	53	0	0	0	0:00:04	0:00:00	0:00:30	1:47:36	0:02:01	0.0	94.5	94.6
21:00	39	39	2	0	0	0	0	39	0	0	0	0:00:04	0:00:00	0:00:00	1:11:24	0:01:49	0.0	100.0	100.0
22:00	17	17	0	0	0	0	0	17	0	0	0	0:00:04	0:00:00	0:00:00	0:34:10	0:02:00	0.0	100.0	100.0
23:00	8	8	0	0	0	0	0	8	0	0	0	0:00:04	0:00:00	0:00:00	0:07:53	0:00:59	0.0	100.0	100.0
Total	2946	2942	21	0	4	6	0	2942	0	0	0	0:00:04	0:00:00	0:00:30	71:49:46	0:01:28	0.0	99.3	99.9

B. Example of Call Volumes on normal Weekend Day

Report: Queue Group Performance by Period																			
Site City of Cape Town																			
Device: 6 - TIC																			
Date range 23/08/2014 - 23/08/2014 00:00 - 00:00																			
Created on: 11/09/2014																			
Created by: ---																			
Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Calls interflowed	Calls requested	Queue unavailable	Answered by ACD group 1	Answered by ACD group 2	Answered by ACD group 3	Answered by ACD group 4	Average speed of answer (hh:mm:ss)	Average delay to abandon (hh:mm:ss)	Average delay to interflow (hh:mm:ss)	Average ACD handling time (hh:mm:ss)	Abandon %	Service level %	Answer %	
00:00	10	10	0	0	0	0	0	10	0	0	0	0:00:04	0:00:00	0:00:00	0:12:34	0:01:15	0.0	100.0	100.0
01:00	1	1	0	0	0	0	0	1	0	0	0	0:00:05	0:00:00	0:00:00	0:00:45	0:00:45	0.0	100.0	100.0
02:00	5	5	0	0	0	0	0	5	0	0	0	0:00:03	0:00:00	0:00:00	0:05:31	0:01:06	0.0	100.0	100.0
03:00	4	4	0	0	0	0	0	4	0	0	0	0:00:06	0:00:00	0:00:00	0:03:38	0:00:54	0.0	100.0	100.0
04:00	31	31	0	0	0	0	0	31	0	0	0	0:00:04	0:00:00	0:00:00	0:26:57	0:00:52	0.0	100.0	100.0
05:00	111	111	0	0	0	0	0	111	0	0	0	0:00:04	0:00:00	0:00:00	1:27:41	0:00:47	0.0	99.1	100.0
06:00	237	236	0	0	1	0	0	236	0	0	0	0:00:04	0:00:00	0:00:30	2:58:38	0:00:45	0.0	99.6	99.6
07:00	321	321	2	0	0	2	0	321	0	0	0	0:00:04	0:00:00	0:00:00	4:54:52	0:00:55	0.0	100.0	100.0
08:00	344	344	5	0	0	0	0	344	0	0	0	0:00:04	0:00:00	0:00:00	6:06:25	0:01:03	0.0	100.0	100.0
09:00	341	341	1	0	0	1	0	341	0	0	0	0:00:04	0:00:00	0:00:00	5:43:46	0:01:00	0.0	100.0	100.0
10:00	397	397	2	0	0	1	0	397	0	0	0	0:00:04	0:00:00	0:00:00	7:23:50	0:01:07	0.0	100.0	100.0
11:00	424	424	1	0	0	2	0	424	0	0	0	0:00:04	0:00:00	0:00:00	6:50:11	0:00:58	0.0	99.1	100.0
12:00	396	396	5	0	0	0	0	396	0	0	0	0:00:04	0:00:00	0:00:00	6:17:18	0:00:57	0.0	100.0	100.0
13:00	400	400	2	0	0	1	0	400	0	0	0	0:00:04	0:00:00	0:00:00	6:09:02	0:00:55	0.0	99.8	100.0
14:00	426	426	5	0	0	1	0	426	0	0	0	0:00:04	0:00:00	0:00:00	6:58:08	0:00:58	0.0	99.8	100.0
15:00	401	400	4	1	0	1	0	400	0	0	0	0:00:04	0:00:10	0:00:00	6:37:42	0:00:59	0.2	100.0	99.8
16:00	365	364	3	1	0	0	0	364	0	0	0	0:00:03	0:00:07	0:00:00	5:39:15	0:00:55	0.3	100.0	99.7
17:00	315	315	2	0	0	0	0	315	0	0	0	0:00:03	0:00:00	0:00:00	4:51:46	0:00:55	0.0	100.0	100.0
18:00	202	200	4	1	1	0	0	200	0	0	0	0:00:04	0:00:23	0:00:30	2:56:31	0:00:52	0.5	97.5	99.0
19:00	124	122	2	1	1	0	0	122	0	0	0	0:00:04	0:00:13	0:00:30	2:21:42	0:01:09	0.8	98.4	98.4
20:00	79	78	0	1	0	0	0	78	0	0	0	0:00:03	0:00:16	0:00:00	1:41:33	0:01:18	1.3	100.0	98.7
21:00	56	56	1	0	0	0	0	56	0	0	0	0:00:03	0:00:00	0:00:00	1:28:27	0:01:34	0.0	100.0	100.0
22:00	34	34	0	0	0	0	0	34	0	0	0	0:00:04	0:00:00	0:00:00	0:41:35	0:01:13	0.0	100.0	100.0
23:00	14	14	0	0	0	0	0	14	0	0	0	0:00:04	0:00:00	0:00:00	0:15:28	0:01:05	0.0	100.0	100.0
Total	5038	5030	39	5	3	9	0	5030	0	0	0	0:00:04	0:00:14	0:00:30	82:13:15	0:00:59	0.1	99.7	99.8

C. Example of Call Volumes on normal Public Holiday

Report: Queue Group Performance by Period																		
Date range 24/09/2014 - 24/09/2014 00:00 - 00:00																		
Site City of Cape Town																		
Device: 6 - TIC																		
Created on: 22/01/2015																		
Created by:																		
Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Calls interflowed	Calls requested	Queue unavailable	Answered by ACD group 1	Answered by ACD group 2	Answered by ACD group 3	Answered by ACD group 4	Average speed of answer (hh:mm:ss)	Average delay to abandon (hh:mm:ss)	Average delay to interflow (hh:mm:ss)	Average ACD handling time (hh:mm:ss)	Abandon %	Service level %	Answer %
00:00	11	11	1	0	0	0	0	11	0	0	0	0:00:04	0:00:00	0:00:00	0:15:42	0.0	100.0	100.0
01:00	10	10	0	0	0	0	0	10	0	0	0	0:00:05	0:00:00	0:00:00	0:13:53	0.0	100.0	100.0
02:00	6	6	0	0	0	0	0	6	0	0	0	0:00:04	0:00:00	0:00:00	0:06:02	0.0	100.0	100.0
03:00	14	14	0	0	0	0	0	14	0	0	0	0:00:04	0:00:00	0:00:00	0:15:23	0.0	100.0	100.0
04:00	77	77	0	0	0	0	0	77	0	0	0	0:00:04	0:00:00	0:00:00	1:30:32	0.0	100.0	100.0
05:00	261	246	2	5	10	0	0	246	0	0	0	0:00:07	0:00:15	0:00:30	4:01:18	1.9	87.0	94.3
06:00	514	475	1	21	18	0	0	475	0	0	0	0:00:10	0:00:15	0:00:30	7:23:45	4.1	79.2	92.4
07:00	490	489	4	1	0	1	0	489	0	0	0	0:00:04	0:00:07	0:00:00	8:13:18	0.2	99.8	99.8
08:00	422	421	2	1	0	0	0	421	0	0	0	0:00:04	0:00:07	0:00:00	7:21:42	0.2	100.0	99.8
09:00	517	517	3	0	0	0	0	517	0	0	0	0:00:04	0:00:00	0:00:00	9:34:17	0.0	99.8	100.0
10:00	450	450	0	0	0	0	0	450	0	0	0	0:00:04	0:00:00	0:00:00	7:50:50	0.0	100.0	100.0
11:00	521	521	3	0	0	1	0	521	0	0	0	0:00:04	0:00:00	0:00:00	9:18:04	0.0	99.6	100.0
12:00	527	527	2	0	0	0	0	527	0	0	0	0:00:04	0:00:00	0:00:00	8:55:07	0.0	98.9	100.0
13:00	591	589	4	1	1	0	0	589	0	0	0	0:00:04	0:00:10	0:00:30	10:45:21	0.2	98.0	99.7
14:00	629	629	2	0	0	0	0	629	0	0	0	0:00:04	0:00:00	0:00:00	10:06:27	0.0	99.8	100.0
15:00	575	574	6	1	0	0	0	574	0	0	0	0:00:04	0:00:06	0:00:00	9:30:39	0.2	99.7	99.8
16:00	573	573	3	0	0	1	0	573	0	0	0	0:00:04	0:00:00	0:00:00	9:07:30	0.0	99.8	100.0
17:00	376	376	3	0	0	1	0	376	0	0	0	0:00:04	0:00:00	0:00:00	6:20:26	0.0	99.7	100.0
18:00	226	205	0	14	7	0	0	205	0	0	0	0:00:12	0:00:26	0:00:30	4:06:53	6.2	76.1	90.7
19:00	113	111	4	0	2	0	0	111	0	0	0	0:00:03	0:00:00	0:00:30	2:16:01	0.0	98.2	98.2
20:00	42	42	0	0	0	0	0	42	0	0	0	0:00:03	0:00:00	0:00:00	1:01:43	0.0	100.0	100.0
21:00	29	29	0	0	0	0	0	29	0	0	0	0:00:03	0:00:00	0:00:00	0:32:01	0.0	100.0	100.0
22:00	22	22	0	0	0	0	0	22	0	0	0	0:00:04	0:00:00	0:00:00	0:42:17	0.0	100.0	100.0
23:00	6	6	0	0	0	0	0	6	0	0	0	0:00:04	0:00:00	0:00:00	0:11:11	0.0	100.0	100.0
Total	7002	6920	40	44	38	4	0	6920	0	0	0	0:00:05	0:00:18	0:00:30	119:40:22	0.6	96.8	98.8

D. Example of Call Volumes on Public Holiday with Incident

Report: Queue Group Performance by Period																			
Site City of Cape Town																			
Device: 6 - TIC																			
Date range 16/12/2014 - 16/12/2014 00:00 - 00:00																			
Created on: 22/01/2015																			
Created by:																			
Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Calls interflowed	Calls requested	Queue unavailable	Answered by ACD group 1	Answered by ACD group 2	Answered by ACD group 3	Answered by ACD group 4	Average speed of answer (h:mm:ss)	Average delay to abandon (h:mm:ss)	Average delay to interflow (h:mm:ss)	ACD handling time (h:mm:ss)	Average ACD handling time (h:mm:ss)	Abandon %	Service level %	Answer %
00:00	19	19	0	0	0	0	0	19	0	0	0	0:00:04	0:00:00	0:00:00	0:31:23	0:01:39	0.0	100.0	100.0
01:00	6	6	0	0	0	0	0	6	0	0	0	0:00:05	0:00:00	0:00:00	0:06:38	0:01:06	0.0	100.0	100.0
02:00	8	8	0	0	0	0	0	8	0	0	0	0:00:05	0:00:00	0:00:00	0:07:54	0:00:59	0.0	100.0	100.0
03:00	12	12	1	0	0	0	0	12	0	0	0	0:00:05	0:00:00	0:00:00	0:16:44	0:01:23	0.0	100.0	100.0
04:00	71	71	0	0	0	0	0	71	0	0	0	0:00:04	0:00:00	0:00:00	0:52:57	0:00:44	0.0	100.0	100.0
05:00	441	375	4	33	33	0	0	375	0	0	0	0:00:16	0:00:27	0:00:30	5:06:22	0:00:49	7.5	56.9	85.0
06:00	894	580	11	198	116	0	0	580	0	0	0	0:00:41	0:00:28	0:00:30	7:55:11	0:00:49	22.1	22.7	64.9
07:00	664	644	6	9	11	0	0	644	0	0	0	0:00:07	0:00:17	0:00:30	10:46:25	0:01:00	1.4	86.1	97.0
08:00	661	652	6	7	2	0	0	652	0	0	0	0:00:05	0:00:15	0:00:30	10:51:20	0:00:59	1.1	97.1	98.6
09:00	606	594	3	3	9	1	0	594	0	0	0	0:00:07	0:00:15	0:00:30	10:47:27	0:01:05	0.5	90.8	98.0
10:00	688	616	6	42	30	0	0	616	0	0	0	0:00:13	0:00:19	0:00:30	10:43:07	0:01:02	6.1	71.8	89.5
11:00	630	610	7	11	9	1	0	610	0	0	0	0:00:08	0:00:14	0:00:30	11:17:02	0:01:06	1.7	88.3	96.8
12:00	737	693	5	25	19	0	0	693	0	0	0	0:00:11	0:00:16	0:00:30	11:42:41	0:01:00	3.4	73.3	94.0
13:00	741	710	4	14	17	0	0	710	0	0	0	0:00:09	0:00:15	0:00:30	12:13:31	0:01:01	1.9	82.6	95.8
14:00	770	697	3	34	39	1	0	697	0	0	0	0:00:13	0:00:19	0:00:30	12:47:24	0:01:06	4.4	68.4	90.5
15:00	803	752	10	28	23	0	0	752	0	0	0	0:00:11	0:00:17	0:00:30	12:34:07	0:01:00	3.5	78.8	93.6
16:00	681	670	8	6	5	0	0	670	0	0	0	0:00:05	0:00:12	0:00:30	11:05:00	0:00:59	0.9	96.2	98.4
17:00	505	498	3	3	4	1	0	498	0	0	0	0:00:05	0:00:13	0:00:30	8:36:17	0:01:02	0.6	95.2	98.6
18:00	319	255	2	34	30	0	0	255	0	0	0	0:00:20	0:00:29	0:00:30	5:31:32	0:01:18	10.7	56.1	79.9
19:00	158	150	1	4	4	0	0	150	0	0	0	0:00:07	0:00:23	0:00:30	3:15:07	0:01:18	2.5	86.7	94.9
20:00	126	122	2	2	2	0	0	122	0	0	0	0:00:05	0:00:38	0:00:30	3:30:42	0:01:43	1.6	94.4	96.8
21:00	78	78	0	0	0	0	0	78	0	0	0	0:00:04	0:00:00	0:00:00	1:45:40	0:01:21	0.0	100.0	100.0
22:00	50	50	0	0	0	0	0	50	0	0	0	0:00:04	0:00:00	0:00:00	1:11:32	0:01:25	0.0	100.0	100.0
23:00	20	20	2	0	0	0	0	20	0	0	0	0:00:04	0:00:00	0:00:00	0:34:52	0:01:44	0.0	100.0	100.0
Total	9688	8882	84	453	353	4	0	8882	0	0	0	0:00:12	0:00:24	0:00:30	154:10:55	0:01:02	4.7	76.5	91.7

E. ACCOMMODATION SCHEDULE

ACCOMMODATION SCHEDULE: TRANSPORT INFORMATION CENTRE (TIC)

Room nr	Function	Area Description	Physical Location			Seating			Desktop (PC)				Laptop	Print/Fax/ Copy/Scan	Network Printer	Blinder	DATA/ DSTV Monitor	Telephone/ Intercom			Conference Table	Loose standing desk/table	Drawer/ Cabinet	Shelving & lock boxes	Fridge	Microwave	Pictures/Mirror	
			Floor	Type	m²	Parking	Office	Visitor	Covers	Tower	Screen	Keyboard						Mouse	Handset	Head Sets								Reception
G.06	TMC Reception	Secretary / Reception	G	Open plan	30			2				2	2	2	2				1		1	1						
1.40	TIC	Secretary / Reception	1st	Open plan	10.0			1	3			1	1	1	1				1		1	1					3	
1.80	TIC	Store room	1st	Enclosed	5.8																							
1.90	TIC	Kitchen / Breakaway	1st	Enclosed	44.7			12									1						4		1	2		
1.10	TIC	Customer Care Services	1st	Office	50.7	1		4		3	4	4	4	4				3	3			1						
1.11	TIC	CSD MyCiti	1st	Office	16.2			4		4	2	4	2	3	2			3				1						
1.13	TIC	TIC Manager	1st	Office	18.9	1		1	2		2	3	2	2		1		1				1	1		1	0	1	
1.14	TIC	IT Technical Support	1st	Office	16.1			4	2	4	4	4	4	4	1			8	3			2	1					
1.15	TIC	Supervisor: Human Resources	1st	Office	13.6	1		1	2	1	1	1	1	1		1	1	1			1	1						
1.16	TIC	Supervisor: Information Centre	1st	Office	13.6	1		1	2	1				1	1			1				1	1					
1.17	TIC	Conference Room	1st	Enclosed	32.2			11			1	1	1	1			1				1	1	1					
	TIC	Supervisor's platform	1st	Open plan	21.6			4		4	4	4	4	4				5	4									
	TIC	Information Officials	1st	Open plan	233.5			38		38	38	38	38	38			2	32	0					62			4	
1.55;1.59	TMC	Shared Male and Female toilets	1st	Enclosed																								
1.57;1.58	TMC	Shared M and F Paraplegic toilets	1st	Enclosed																								
1.47	TMC	Social Media	1st	Open plan							1	1	1	1														
		Sub Total			506.92	4	83	11	55	60	63	60	62	4	1	2	1	4	56	10	2	1	14	5	63	2	2	8

** Transport Network Operations (Traffic Signals)

(5) CONDITIONS OF TENDER

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

- 5.1 No tender will be considered unless submitted on this CCT tender document.
- 5.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 5.3 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender Submission Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 5.4 The CCT reserves the right to accept:
- 5.4.1 or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The CCT shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon receipt of a written request to do so.
 - 5.4.2 a tender offer which does not in the CCT's opinion materially and/or substantially deviate from the terms, conditions and specifications of the tender document.
 - 5.4.3 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.
- 5.5 The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).
- 5.6 The CCT will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.
- 5.7 The CCT may, after the closing date, request additional information or clarification of tenders in writing.
- 5.8 A tenderer may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act, Act 3 of 2000, and the Promotion of Access to Information Act, Act 2 of 2000.
- 5.9 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal.
- 5.10. Should the tender offer be withdrawn in contravention of 5.9 above, the tenderer agrees that:
- 5.10.1 it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
 - 5.10.2 the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.
- 5.11 The tenderer agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the CCT's Supply Chain Management Policy ('SCM Policy') and Combating of Abuse of the Supply Chain Management System Policy ('Abuse Policy').

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- 5.12 Notwithstanding any requests for confirmation of receipt of notices issued to the tenderers, the tenderer shall be deemed to have received such notice if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.
- 5.13 Unless otherwise stated in this tender document, all information submitted by the tenderer contained in other documents for example, cover letters, brochures, catalogues etcetera submitted with the tender offer, will not be considered during evaluation unless such documents have been recorded and referenced in **Schedule 13: List of Other Documents Attached by Tenderer**.
- 5.14 The CCT Town's representative for the purpose of this tender shall be:

Name: Tel.

Email:

5.15 Resolutions and Authorities

A tender submitted:

- 5.15.1 by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorising the tender to be made and the signatory to sign the tender on the company's behalf (**Schedule 1** to be completed);
- 5.15.2 by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorising the tender to be made and the signatory to sign the tender on the close corporation's behalf (**Schedule 1** to be completed);
- 5.15.3 by a partnership/joint venture/consortium may not be considered unless accompanied by written authority from all parties to the partnership/joint venture/consortium authorising the tender to be made and the signatory to sign the tender on the partnership/joint venture/consortium's behalf (**Schedule 2** to be completed).

5.16 Partnerships/Joint Ventures (JV's)/Consortiums

In the case of partnerships/joint ventures/consortiums, a copy of the partnership/joint venture/ consortium agreement must be submitted with the tender document. All parties/partners to the partnership/joint venture/consortium agreement must be registered on the City of Cape Town Vendor Database ('CCT Vendor Database').

5.17 Validity Period

- 5.17.1 A tender submitted shall remain valid, irrevocable and open for acceptance by CCT for 120 (one hundred and twenty) days.
- 5.17.2 A tender submitted shall further be deemed to remain valid after the expiry of the above mentioned 120 day period, until formal acceptance by CCT, unless the CCT is notified in writing by the tenderer of anything to the contrary (including any further conditions the tenderer may introduce).
- 5.17.3 Any further conditions that the tenderer may introduce will be considered at the sole discretion of the CCT.

5.18 City of Cape Town Vendor Database

- 5.18.1 No awards will be made to a tenderer who is not registered on the CCT's Vendor Database.
- 5.18.2 Tenderers must be registered within 7 (seven) days of being requested to do so. Registration forms may be:
- collected from the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor, (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/50; or
 - requested by fax from 086 546 1881; or
 - can be downloaded from www.capetown.gov.za (follow the links: 'Supply Chain Mngt' – 'Supplier Registration' – 'application form').

- 5.18.3 It is each vendor's responsibility to keep all the information on the CCT Vendor Database updated. If any information required (e.g. tax clearance certificate, proof of CIDB registration, etc.) is not valid or has expired, all transactions with the vendor may, in the sole discretion of the CCT, be suspended until such time as the correct, verified information is received.

5.19 Tax clearance

- 5.19.1 Tenderers shall be registered and in good standing with the South African Revenue Service (SARS). In this regard, it is the responsibility of the tenderer to submit to the CCT documentary evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS. Tax Clearance certificates must be delivered to the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor, (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).
- 5.19.2 Each party to a Partnership/Joint Venture/Consortium shall submit a separate Tax Clearance Certificate.
- 5.19.3 Tenderers are to note that the CCT will not award a contract to a tenderer whose tax matters are not in order.

5.20 Broad-based Black Economic Empowerment

- 5.20.1 The number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of **Schedule 4: Preference Schedule**, using the status as at the closing date for submission of tender offers.
- 5.20.2 Tenderers that sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the tenderer, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract work, will forfeit preference points. Refer to Schedule 4 of this tender document.

5.21 COIDA

Tenderers must attach proof of registration/insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993, to **Schedule 13**. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the tenderer's broker or the insurance company itself (see **Schedule 12: Contract Documents- Annex 6** for a pro forma version).

5.22 Procurement above R10 million (VAT included)

If the value of the transaction is expected to exceed R10 million (VAT included), a Tenderer shall complete **Schedule 3** and attach the required documents, including audited financial statements (where applicable).

5.23 Independent Bid Determination

- 5.23.1 Tenderers must complete, sign and submit, together with their tender or upon being requested to do so in writing, a certificate of independent bid determination (**Schedule 11** hereto) failing which the tender offer may be declared non-responsive.
- 5.23.2 Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by tenderers:
- (a) who (notwithstanding having submitted duly completed certificates of independent tender determination) are nevertheless deemed to have knowledge of the contents of any other tenderer's offer and/or has submitted a certificate which is not true and correct in every respect;
 - (b) in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
 - (c) who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
 - (d) in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

5.24 Inducements, rewards, gifts and other abuses of the Supply Chain Management System

5.24.1 No person who is a supplier or prospective supplier of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant:

- a) any inducement or reward to the CCT for or in connection with the award of a contract; or
- b) any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy.

Any contravention of the above will be dealt with in accordance with the provisions of the CCT's Policy.

5.25 Declarations and authorisation

Tenderers are required to complete all declarations and authorisations in the schedules attached to this tender document, failing which the tender may be declared non-responsive.

5.26 Samples

If the Specification (**Section 5**) requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

5.27 Alternative tender offers

5.27.1 Alternative bids can be submitted provided that an acceptable bid, which complies with the bid conditions and specifications and submitted strictly in accordance with the bid documents, is also submitted.

5.27.2 An alternative bid shall be submitted on a separate complete set of bid documents or in accordance with such conditions as may be set out in the bid document and shall be clearly marked "Alternative Bid" to distinguish it from the acceptable bid referred to above.

5.27.3 All acceptable bids (excluding alternative bids) shall first be evaluated in accordance with the bid conditions and ranked. Only the alternative of the highest ranked acceptable bid (that is, submitted by the same bidder) may be considered, and if appropriate, recommended for award.

5.27.4 Alternative bids of any but the highest ranked acceptable tender, shall not be considered.

5.27.5 If the alternative bid of the highest ranked acceptable tender is considered to have merit, then the alternative bid shall be ranked along with all of the acceptable tenders received.

5.27.6 An alternative of the highest ranked acceptable tender that is priced higher than the first ranked tender may be recommended for award, provided that the ranking of the alternative bid is higher than the ranking of the next ranked acceptable tender.

5.27.7 The City however will not be bound to consider alternative bids.

5.28 Awards to tenderers who are not the highest ranked

The tenderer that scores the highest number of adjudication points must be recommended for acceptance unless objective criteria justify the acceptance of another tender. Such objective criteria include whether the recommended tenderer:

- 5.28.1 has demonstrated that it has the necessary resources and skills required to fulfil its obligations in terms of the tender document;
- 5.28.2 poses any commercial or legal risk to the CCT;
- 5.28.3 is currently subject to action in accordance with the Abuse Policy.

5.29 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

5.29.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 - Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries and disputes must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services) 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted to Private Bag X9181, Cape Town, 8000 or faxed to (021) 400 5830.

5.29.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Reasons and/or grounds for the appeal
 - ii) The way in which the appellants rights have been affected
 - iii) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted to Private Bag X9181, Cape Town, 8000 or faxed to (021) 400 5830.

5.29.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub-clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Administrative Manager, (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services) 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or faxed to (021) 400 5830 or email to access2info.act@capetown.gov.za.

(6) EVALUATION CRITERIA**6.1 Evaluation of Tenders**

All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), the CCT's SCM and Abuse Policies, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).

6.2 Invalid Tenders

The Bid Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a tenderer whose tender is considered by the Bid Evaluation Committee to be invalid and eliminated from further evaluation for any of the following reasons:

- 6.2.1 the tender, including the tender amount, where applicable, is not submitted on the official Form of Offer (**Section 2, Part A**)
- 6.2.2 the tender document is not completed in non-erasable handwritten, or printed, ink or toner;
- 6.2.3 the Form of Offer has not been signed with an original signature (unless an e-Procurement system is used);
- 6.2.4 the Form of Offer (**Section 2, Part A**) is signed, but the name of the tenderer is not stated, or is indecipherable;

6.3 Non-Responsive Tenders

6.3.1 Valid tenders will be declared non-responsive and eliminated from further evaluation if:

- a) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- b) The tenderer is prohibited from doing business with the CCT in terms of the Abuse Policy.
- c) The tender does not comply with the Specification(s) (**Section 4**).
- d) The tender does not comply with the instructions as contained in the Price Schedule (**Section 3**) and/or **Schedule 9: Contract Price Adjustment and Rate of Exchange Variation** (where applicable).
- e) The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).
- f) The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited from tendering for any resulting contracts.

6.3.2 Tenders will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to:

- a) Comply with the general conditions applicable to tenders as set out in the CCT's SCM Policy;
- b) Comply with one or more of the provisions contained in the Conditions of Tender (**Section 5**);
- c) Comply with any other terms and conditions of the tender as contained in the tender document;
- d) Complete and/or sign any declarations and/or authorisations;
- e) Register on the CCT's Vendor Database;
- f) Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order;
- g) Comply with any applicable Bargaining Council agreements;
- h) Submit the information/complete **Schedule 3** in respect of transaction values exceeding R10 million (see Conditions of Tender).

6.4 Negotiations with preferred bidders

6.4.1 The City Manager (or his delegated authority) may authorise the negotiation of the final terms of a contract with tenderers identified through a competitive bidding process as preferred tenderer provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

- 6.4.2 Minutes of such negotiations must be kept for record purposes.
- 6.4.3 If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, earlier negotiations may not be reopened by the CCT.
- 6.4.4 The provisions of clauses 6.4.1 to 6.4.3 shall apply to the invitation to negotiate of the next ranked tenderer, mutatis mutandis.
- 6.5 Points for price and preference**
- 6.5.1 Points for price will be allocated in accordance with the formula set out in clause 6.5.4 below based on the price per item / rates as set out in the **Price Schedule (Part 3)**:
- Based on the sum of the rates per annum based on a typical month.
- 6.5.2 Points for preference will be allocated in accordance with the provisions of Schedule 4: Preference Schedule and the formula set out in clause 6.5.4 below
- 6.5.3 The terms and conditions of Schedule 4 as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

6.5.4 Applicable formula

The following formula must be used to calculate the points for price in respect of bids with a Rand value above R1 000 000 (all applicable taxes included):

$$Ps = 90 [1 - \frac{(Pt - Pmin)}{Pmin}]$$

Pmin

Where :

Ps = Points scored for comparative price of the tender under consideration;

Pt = Comparative price (corrected, if applicable, exclusive of VAT) of the tender under consideration; and

Pmin = Comparative price (corrected, if applicable, exclusive of VAT) of lowest responsive tender.

Points for preference must be awarded to Exempted Micro Enterprises or to Tenderers having attained a B-BBEE status level of contribution in accordance with the tables below.

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

or, in respect of Exempted Micro Enterprises (EMEs)

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
> 50%	3	8
≤ 50%	4	5

The points for preference scored by a tenderer in terms of the above table must then be added to the points for price (Ps) in order to obtain the total number of adjudication points scored for each responsive tender.

6.6 Functionality Scoring

6.6.1 Tenders that are valid and responsive in terms of the afore-going clauses will be evaluated for functionality on the following criteria:

No.	Criteria		Allocation of Points	Points Scored	Max Points
Company Experience					
1	Managing and operating a 24/7 inbound information/customer care centres similar to tender specifications.	Less than 5 years	0		20
		5-7 years	5		
		7+ years	8		
2	Number of information/customer care centres, similar to tender specification, managed and operated simultaneously.	Less than 3	0		
		3-5	5		
		5+	8		
3	Managing and operating transport information/customer care centres	No	0		
		Yes	4		
Personnel - Qualifications and Experience					
5	Senior Manager	Not suitably qualified and/or insufficient experience	Ineligible		20
		Suitably qualified and experienced.	4		
6	Supervisors	Not suitably qualified and/or insufficient experience	0		
		Suitably qualified and experienced.	2		
7	Trainers	Not suitably qualified and/or insufficient experience	0		
		Suitably qualified and experienced.	2		
8	Quality Assessors	Not suitably qualified and/or insufficient experience	0		
		Suitably qualified and experienced.	2		
9	IT Technician	Not suitably qualified and/or insufficient experience	Ineligible		
		Suitably qualified and experienced.	3		
10	Information Officers	Not suitably qualified and/or insufficient experience	0		
		Suitably qualified and experienced.	2		
11	Communication Officers	Not suitably qualified and/or insufficient experience	0		
		Suitably qualified and experienced.	2		
12	Specialist Communication Officers (Social Media)	Not suitably qualified and/or insufficient experience	0		
		Suitably qualified and experienced.	2		
13	Receptionists	Not suitably qualified and/or insufficient experience	0		
		Suitably qualified and experienced.	1		
Shift Plans – Information Officers					
14	Number of shifts	Inadequate number of shifts	0		13
		Adequate number of shifts	3		
15	Operating hours of each shift	Unacceptable/Unrealistic shift hours	0		
		Acceptable/Realistic shift hours	3		
16	Resources allocated to each shift	Inadequate resourced	0		
		Adequate resourced	4		
17	Language requirements	Inadequate resourced	0		
		Adequate resourced	3		

No.	Criteria		Allocation of Points	Points Scored	Max Points
Shift Plans – Specialist Communication Officers: Social Media					7
18	Number of shifts	Inadequate number of shifts	0		
		Adequate number of shifts	2		
19	Operating hours of each shift	Unacceptable/Unrealistic shift hours	0		
		Acceptable/Realistic shift hours	2		
20	Resources allocated to each shift	Inadequate resourced	0		
		Adequate resourced	3		
Full Staff Resources - Annexure 14.3					
21	Inadequate resourced		0		10
	Adequate resourced		10		
Contingency Plan – Tenderer's approach to unplanned and unexpected events resulting in high interaction volumes (information and feedback interactions)					
22	Unacceptable - plan does not reflect acceptable interventions/ fails to take into account specific constraints.		0		10
	Acceptable		10		
Human Resources Policies - must be included in Schedule 14					
23	Recruitment	No	0		10
		Yes	2		
24	Career Development	No	0		
		Yes	2		
25	Training	No	0		
		Yes	2		
26	Health and Safety Plan	No	0		
		Yes	2		
27	Disciplinary	No	0		
		Yes	2		
Quality Management System					
28	Quality Management Plan	No	0		10
		Yes	5		
29	ISO9001 Certification	Not Relevant/Not Valid/No Certification	Ineligible		
		Relevant Valid Certification	5		
TOTAL SCORE					100

- 6.6.2 Tenderers will be evaluated on their submitted information and supporting evidence relevant to the specifications of this tender.
- 6.6.3 No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of **70** out of a maximum of **100**.
- 6.6.4 Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria
- 6.6.5 Tenders that have achieved the minimum qualifying score for functionality shall be evaluated further in terms of the preference point systems prescribed in clause 6.5 above.
- 6.7 The Council reserves the right not to award to a tenderer with the "Percentage escalation per subsequent year" which is not realistic.

CONDITIONS OF CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS OF CONTRACT (SCC) SUPPLEMENT AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY THE NATIONAL TREASURY.

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC - SHALL PREVAIL.

7.1 Standards

Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach of this Contract, in which case the CCT reserves the right to cancel the Contract.

7.2 Copyright

Copyright of copyright works prepared for this Contract shall vest with the Purchaser.

7.3 Guarantee /Performance Security – Clause 7 of the GCC

Not Applicable.

7.4 Insurance – Clause 11 of the GCC

7.4.1 Without limiting the obligations of the supplier in terms of this Contract, the supplier shall effect and maintain the following insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the CCT against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 000 000.00.**
- b) Any services supplied to the CCT by the supplier in terms of this Contract shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and other activities related to the supply.
- c) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

7.4.2 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of clause 7.4, shall be in the form of an insurance broker's warranty worded precisely as per **Schedule 12: Annex 6- Insurance Broker's Warranty.**

7.5 Payment – Clause 16 of the GCC

7.5.1 A monthly payment cycle will be the norm. All invoices received for goods and services which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The actual payment run dates will be dependent on the number of days in the month and the influence of public holidays.

7.6 Purchase Orders

The CCT will issue official purchase orders for the goods required under this Contract. No work should be undertaken without an official purchase order that is addressed to the successful tenderer. The relevant **purchase order number** must be reflected on every invoice. No payments will be processed without an official purchase order

7.7 Prices/Price Adjustment – Clause 17 of the GCC

The Contract Price shall be SUBJECT TO CONTRACT PRICE ADJUSTMENT.

7.8 Penalties – Clause 22 of the GCC

Notwithstanding Clause 23 under Part 9 (General Conditions of Contract) penalties for sub-standard and/or non-performance shall be imposed as follows:-

7.8.1 Failure to meet any one of the specified performance levels

A 10% reduction in payment shall be applied to the claim for the particular month in which sub-standard performance on any one specified performance level is reported.

7.8.2 Failure to meet any two of the specified performance levels

A 20% reduction in payment shall be applied to the claim for the particular month in which sub-standard performance on any two specified performance levels are reported.

7.8.3 Failure to meet any three of the specified performance levels

A 30% reduction in payment shall be applied to the claim for the particular month in which sub-standard performance on any three specified performance levels are reported.

7.8.4 Failure to comply with the stipulations for reporting

- a) A R5,000.00 (Five Thousand Rand) penalty per report shall apply for each instance of failing to comply with Clause 4.11.1(a).
- b) A R2,000.00 (Two Thousand Rand) penalty per report shall apply for each instance of failing to comply with Clauses 4.11.1(b), 4.11.1(c) and 4.11.1(e).
- c) A R10,000.00 (Ten Thousand Rand) penalty per week shall apply for failing to comply with Clause 4.11.2.

7.8.5 Reduction in Penalties

50% of any penalties imposed in terms of Clauses 8.7.1, 8.7.2 and 8.7.3 above are refundable only on condition that the performance service level for which penalties have been imposed as well as all other performance levels have returned to the required level by the following month as evidenced in the monthly report.

7.8.6 Penalties shall not be applicable under the following circumstances

Service interruptions as defined in Clause 4.16.2, caused through events other than the fault/negligence/actions of the Service Provider shall not result in the imposing of penalties provided that the Service Provider complied with clause 4.16.1.

7.9 Death of Sole Proprietor/Member

Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, the contract will terminate forthwith. The Purchaser shall pay to the tenderer's estate any money which it considers due under the contract.

7.10 Settlement of Disputes – Clause 27 of the GCC

7.10.1 Should the parties fail to resolve any dispute by way of mutual consultation as contemplated in clause 27.1 of the GCC, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with regulation 50(1) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by way of notice to the other party in accordance with clause 27.2 of the GCC. The mediator's ruling shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed by the parties in writing.

7.10.2 Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party, in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

7.10.3 Should it not be possible to settle a dispute by means of mediation, it shall be settled in a South African court of law as contemplated in clause 27.3 of the GCC.

7.11 Limitation of Liability- Clause 28 of GCC

7.11.1 Without detracting from, and in addition to, any of the other indemnities in this Contract, the supplier shall be solely liable for and hereby indemnifies and holds the CCT harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

a) personal injury or loss of life to any individual;

b) loss of or damage to the property of any individual;

arising from, out of, or in connection with the provision by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the CCT.

7.11.2 The supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the CCT for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damage, injury or death is caused through the negligence of the CCT or its agents or employees.

7.11.3 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a stipulatio alteri) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever (whether the loss was actually foreseen or reasonably foreseeable) sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

7.12 Applicable Law – Clause 30 of the GCC

7.12.1 The supplier, by completing **Schedule 10**, hereby indemnifies the CCT in respect of the provisions of the Occupational Health and Safety Act, Act 85 of 1993 ('OHAS Act'), in accordance with the provisions of the OHAS Act.

7.12.2 The supplier shall ensure compliance with the provisions of the OHAS Act and all applicable regulations, by all employees of the supplier and other contractors on the site. The supplier shall provide a suitable health and safety plan appropriate for the contract tendered for.

7.12.3 The supplier shall comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

7.12.4 If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ('COIDA'), the supplier shall attach proof of registration/insurance in terms of COIDA. This may take the form of either a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the supplier's broker or the insurance company itself.

7.13 Notices – Clause 31 of the GCC

The CCT will inform a successful tenderer in writing of the award. No rights accrue to the successful tenderer until such time as the acceptance part (**Section B**) of the Form of Offer and Acceptance has been signed by the CCT. The CCT will provide a signed copy of the Form of Offer and Acceptance upon request by the supplier.

- ## 7.15 Reporting Obligations

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(8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly

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of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.

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- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or

TENDER NO: 311S/2014/15

any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

SUPPORTING SCHEDULES

Schedule 1: Resolution by Directors / Members / Trustees

RESOLUTION for completion by Directors (if the tenderer is a (Pty) Ltd or Ltd) or Members (if the tenderer is a CC) or Trustees (If the Tenderer is part of a Trust)

Name of tenderer: _____

Meeting held at: _____ (place)

On _____ (date)

RESOLVED THAT:

The tenderer submits a tender to the City of Cape Town in respect of

TENDER NO: 311S/2014/15 Management and Operation of the Transport Information Centre

1.

2. Mr/Ms _____ in his/her capacity as _____ and who will sign as follows:

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender to the tenderer.

Note: The resolution must be signed by all the directors /members of the tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to **Schedule 15** in the same format.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Schedule 2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
	N/a	Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to Schedule 13.

Schedule 3: Declaration for Procurement above R10 million (All applicable taxes included)

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

YES	X	NO	
-----	---	----	--

- 1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **Schedule [13]**.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	X
-----	--	----	---

- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

- 2.2 If YES, provide particulars:

N.a

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES	X	NO	
-----	---	----	--

- 3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **Schedule 13** in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

TENDER NO: 311S/2014/15

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	X
-----	--	----	---

4.1 If YES, furnish particulars below

N.a

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule 4: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Broad Based Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Black owned: The percentage of an exempted micro enterprise owned by black people.

Black people: A generic term which means Africans, Coloureds and Indians as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, 53 of 2003.

Exempted Micro Enterprise (EME): means any enterprise with an annual total revenue of R5 million rand or less..

Non-compliant contributor: A company/firm/entity that does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Codes of Good Practice for Broad-Based Black Economic Empowerment.

Partnership/Joint Venture/Consortium: means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Rand Value: Means the total estimated value of a contract in South African currency, calculated at the time of tender invitation, and EXCLUDES all applicable taxes and excise duties.

Sub-Contract: Means the suppliers assigning, leasing, making out work to, or employing another person to support such supplier in the execution of the contract.

Supplier: The organisation/tenderer named on the Form of Offer and Acceptance, whose offer has been accepted by the purchaser.

2 Conditions associated with the granting of preferences

A company/firm/entity that is granted a preference, undertakes to:

- a) accept that the number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of the Conditions of Tender, using the status as at the closing date for submission of tender offers;
- b) not sub-contract more than 25% of the Rand Value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract work, or unless otherwise declared in terms of Section 5 below;
- c) accept the sanctions set out in Section 3 below should condition 2 (b) be breached, or should the B-BBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- d) accept that, in order to qualify for preference points, it is the responsibility of the tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate in terms of Codes of Good Practice for Broad Based Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011, to the purchaser at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

- e) accept that, further to 2(d) above, Partnership/Joint Ventures/Consortium will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the tender (attached to this schedule).
- f) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Partnership/ Joint Venture/ Consortium differs substantially from that upon which the consolidated scorecard submitted in terms of 2 (e) above was based, and the impact of which is that the unincorporated entity would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the unincorporated entity, then a financial penalty shall be applied (in addition to any other remedies that the supplier may have) in accordance with Section 3 below.
- g) accept that tenderers are required to be registered on the CCT Vendor Database in order to qualify for preference points. The supplier will verify the B-BBEE contributor status claimed by the tenderer in Section 4 below against that given on the CCT Vendor Database. If any discrepancy exists, or if Table 1: Tender Preference claim below is not completed, the supplier shall use the status given on the CCT Vendor Database, as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the tenderer. In the case of Partnerships/Joint Ventures/ Consortiums which tender as unincorporated entities, a verified scorecard submitted with the tender will be used to determine the number of preference points to be awarded to the tenderer.
- h) accept that, notwithstanding 2(g) above, a supplier will **not** be awarded points for B-BBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the Rand value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract work.

3 Sanctions relating to breach of preference conditions

The sanctions for breach of the conditions associated with the granting of preferences are:

- a) disqualify the tenderer from the tendering process;
- b) recover all costs, losses or damages the Purchaser has incurred or suffered as a result of the tenderer's or supplier's conduct;
- c) cancel the contract and claim any damages which the Purchaser has suffered as a result of having to make less favourable arrangements due to such cancellation;
- d) restrict the tenderer or contractor, its shareholders and directors/members, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the Purchaser for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied;
- e) forward the matter for criminal prosecution; and/or
- f) a financial penalty payable to the Purchaser as set out below:

- i) Financial penalty for breach of condition (b) in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless proven to be beyond the control of the supplier, or the sub-contractors are EMEs) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of the work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Rand Value of the contract

ii) Financial penalty for breach in terms of condition (f) in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Partnership/Joint Venture/Consortium differs substantially from that upon which the consolidated scorecard submitted in terms of (e) in Section 2 above was based, and the impact of which is that the Partnership/Joint Venture/ Consortium would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^b) \times P^*$$

where:

$B-BBEE^a$ = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Partnership/Joint Venture/Consortium partners in the performance of the contract

$B-BBEE^b$ = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Partnership/Joint Venture/Consortium during evaluation

P^* = Rand Value of the contract

4 Tender preference claim

In the interest of transparency, tenderers are required to complete Table 1: Tender Preference Claim below.

Table 1: Tender Preference Claim

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME) greater than 50% black owned	☐
Exempted Micro Enterprise (EME) less than or equal to 50% black owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ☐	☒
Non-compliant contributor	☐

If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contribution as at the closing date for tenders must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

- a) The undersigned who warrants that he/she is duly authorised to do so on behalf of the tenderer, hereby certifies that the preference claimed, based on the BBB-EE status level of contribution indicated in Table 1, qualifies the tenderer(subject to condition (g) in section 2 above) for such preference claimed and acknowledges that:
- the information furnished is true and correct;
 - the preference claimed is in accordance with the conditions of this schedule;
 - the tenderer/supplier may be required to furnish documentary proof to the satisfaction of the Purchaser that the claims are correct.
 - he/she understands the conditions under which preferences are granted, and confirms that the tenderer/supplier will satisfy the conditions pertaining to the granting of tender preferences.

- b) With reference to condition (h) in Section 2 above, I/we declare that (the tenderer shall tick one box as applicable- see Note below).

The tenderer/supplier intends sub-contracting more than 25% of the Rand Value of the contract to sub-contractors that do not qualify for at least the preference that I/we as tenderer/supplier qualifies for. ☐

The tenderer/supplier **DOES NOT** intend sub-contracting more than 25% of the Rand Value of the contract to sub-contractors that do not qualify for at least the preference that I/we as tenderer/supplier qualifies for ☒

Note:

Failure by the tenderer to tick either of the boxes in this declaration will result in no preference points being awarded.

SIGNED ON BEHALF OF TENDERER:

For official use.

**INITIALS OF CITY OFFICIALS AT
TENDER OPENING**

Schedule 5: Declaration of Interest – State Employees (MBD 4)
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1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder?)
 - 3.4 Company or Close Corporation Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES ☒ NO ☐
 - 3.8.1 If yes, furnish particulars N.a
 - 3.9 Have you been in the service of the state for the past twelve months? YES ☒ NO ☐
 - 3.9.1 If yes, furnish particulars N.a
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES ☒ NO ☐
 - 3.10.1 If yes, furnish particulars N.a
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES ☒ NO ☐
 - 3.11.1 If yes, furnish particulars N.a
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☒ NO ☐
 - 3.12.1 If yes, furnish particulars N.a
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☒ NO ☐
 - 3.13.1 If yes, furnish particulars N.a
 - 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES ☒ NO ☐
 - 3.14.1 If yes, furnish particulars N.a

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number
		N.G
		N.G
		N.G

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

'MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule 6: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	X
-----	--	----	---

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

N.A

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	X
-----	--	----	---

If yes, the tenderer is required to set out the particulars in the table below:

N.A

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

***or
the City's anti-corruption hotline at 0800 32 31 30 (toll free)***

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 of 2003, and attach it to Schedule 13.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
4.1.1	If so, furnish particulars: N.a		
4.2	Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
4.2.1	If so, furnish particulars: N.a		
4.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
4.3.1	If so, furnish particulars: N.a		

TENDER NO: 311S/2014/15

Item	Question	Yes	No
4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
4.4.1	If so, furnish particulars: N.a		
4.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
4.7.1	If so, furnish particulars: N.a		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule 8: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To:

From:

(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Physical Business address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to this **Schedule 13** in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature/

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule 9: Contract Price Adjustment and/or Rate of Exchange Variation

9. Pricing Instructions:

- 9.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 9.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 9.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 9.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 9.5 No price adjustments will be considered for the first year of this tender.
- 9.6 Price adjustments will be based as per Clause 11 of the Pricing Schedule and will approved once a year.

Schedule 9: Contract Price Adjustment and/or Rate of Exchange Variation

9. Pricing Instructions:

- 9.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 9.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 9.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 9.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 9.5 No price adjustments will be considered for the first year of this tender.
- 9.6 Price adjustments will be based as per Clause 11 of the Pricing Schedule and will approved once a year.

Schedule 10: Occupational Health and Safety

AGREEMENT IN TERMS OF SECTION 37(2) ENTERED INTO BETWEEN

CITY OF CAPE TOWN

(being the Purchaser and hereinafter referred to as the "Employer")

And

.....
(being the supplier and hereinafter referred to as the "Mandatory")

in respect of

311S/2014/15 MANAGEMENT AND OPERATION OF THE TRANSPORT INFORMATION CENTRE
(hereinafter referred to as the "work")

WHEREAS:

- Section 37(1) of the *Occupational Health and Safety Act No 85 of 1993*, as amended (the Act) provides that an employer shall be liable to be convicted and sentenced in respect of an act or omission by its mandatory or employee;
- the supplier, appointed by the Employer to do work (as contemplated in the Act) is also liable in terms of Section 37(3) (and in his own right as employer) to comply with the provisions of the Act applicable to his employees and mandatory's;
- Section 37(2) of the Act, limits the Employer's liability in terms of Section 37(1) if the Employer and Mandatory have agreed in writing to the arrangements and procedures between them to ensure compliance by the Mandatory;

ACCORDINGLY, the Employer and Mandatory, hereby agree as follows:

1. The Mandatory hereby accepts responsibility for compliance with the Act in respect of the work, in terms of Section 37(2) of the Act.
2. The Mandatory hereby indemnifies the Employer against patrimonial loss/damages which the Employer may suffer as a direct result of any claims and/or steps that may be instituted against the Employer due to non-compliance by, the Mandatory (or employees and mandataries of the Mandatory) with the provisions of the Act.
3. Without limitation to the aforesaid indemnity the Employer and Mandatory agree to the following arrangements and procedures to ensure compliance by the Mandatory with the provisions of the Act:
 - 3.1 The Mandatory warrants that he has read and fully understands the requirements of the above Act and the applicable regulations and has allowed for all costs to be incurred to ensure such compliance.
 - 3.2 The Mandatory has prepared and attached hereto a **Health and Safety Plan marked "A"** which has been agreed between the parties to be appropriate for the work.
4. The Mandatory is required to ensure that all sub-contractors and other persons engaged in the execution of the work, also comply with the requirements of the Act.
5. The Mandatory, undertakes to inform the Employer immediately should the Mandatory at any time during the execution of the work find that:
 - 5.1 he cannot comply with the provisions of the Act; and/or
 - 5.2 the afore-mentioned indemnity; and/or

TENDER NO: 311S/2014/15

5.3 he is unable to perform in accordance with this agreement or the Health and Safety Plan; and/or

5.4 his compliance with the Act and this agreement be detrimentally affected in any manner;

the Mandatary shall liaise with the Employer, who shall be entitled in its sole discretion to agree to release the Mandatary from the provisions of this agreement and/or the indemnity granted by the Mandatary herein and/or to agree to amendment of the provisions of this agreement, subject to such conditions which the Employer may elect to impose.

6. The Mandatary hereby appoints Mr/Ms as its representative and the responsible person for the duration of the Contract.
7. Mandatary's Registration number with Compensation Commission A certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer from either the tenderer's broker, or the insurance company itself shall be attached to Schedule 13.

THUS DONE AND SIGNED at.....on this.....day of 20....

PRINCIPAL
(For and on behalf of City of Cape Town)

THUS DONE AND SIGNED at....on this th25 day of ... 20¹⁵

MANDATARY
(Supplier)

Schedule 11: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 311S/2014/15 Management and Operation of the Transport Information Centre in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

25 March 2015

 Date

Schedule 12: Contract Documents

ANNEXURE 1: Form of Guarantee / Performance Security

NOT APPLICABLE

Schedule 12: Contract Documents
--

ANNEXURE 2: Form of Advance Payment Guarantee

NOT APPLICABLE

Schedule 12: Contract Documents
--

ANNEXURE 3: Monthly Project Labour Report (Example)

NOT APPLICABLE

Schedule 12: Contract Documents

ANNEXURE 4: BBBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND
DESCRIPTION: _____

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹ Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

N/A

Signatures

Declared by
supplier to be
true and
correct:

Date: _____

Verified by
CCT Project
Manager:

Date: _____

Schedule 12: Contract Documents

ANNEXURE 5: Partnership / Joint Venture (JV) / Consortium Expenditure Report (Pro Forma)

TENDER NO. AND
DESCRIPTION: _____

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in
Schedule 4: Preference Schedule) (P*)

R

B-BBEE Status Level of Partnership/
Joint Venture (JV)/ Consortium

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by
supplier to be
true and
correct:

Verified by
CCT Project
Manager:

Date: _____

Date: _____

N.A.

Schedule 12: Contract Documents

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 311S/2014/15

TENDER DESCRIPTION: Management and Operation of the Transport Information Centre

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

Schedule 13: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	25 March 2015	13.1 Notes on (3) Price Schedule (Refer Pg 7 of Main Document)
2.	25 March 2015	13.2 Schedule 14, Key Personnel, Annexure 14.2.b - Brief Synopsis (CV) of each individual
3.	25 March 2015	13.3 Compensation for Occupational Injuries & Diseases Act (COIDA) - Letter of Good Standing
4.	25 March 2015	13.4 Audited Financial Statement Past 3 Years
5.	25 March 2015	13.5 BEE Certificate
6.	25 March 2015	13.6 ISO Certificate
7.	25 March 2015	13.7 QMS Statement
8.	25 March 2015	13.8 Insurance Broker's Warranty
9.	25 March 2015	13.9 Tax Clearance Certificate
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

Signature _____
 Print name: *M. V. N.*
 On behalf of the tenderer (duly authorised)

_____ Date

Schedule 14: List of other compulsory documents to be completed by tenderer

The Tenderer has attached to this schedule the following additional documentation:

No	Date of Document	Title of Document or Description
14.1	25 March 2015	Company Background and References
14.2	25 March 2015	Key Personnel
14.3	25 March 2015	Staff Complement
14.4	25 March 2015	Shift Plan – Information Officers
14.5	25 March 2015	Shift Plan – Social Media

Signature

Date

Print name:

On behalf of the tenderer (duly authorised)

COMPANY BACKGROUND AND REFERENCES

In addition to appropriate experience and background, tenderers are to provide the information below in terms of previous or existing contracts/services of a similar nature and scope to this tender.

Ref	Details	
1	Ref Number & Brief Description of Contract: Date awarded: _____ Contract duration: _____ Total Value of Contract awarded: <u>R 10,002,906 Annual 2014</u>	Principal (Contract awarded by): _____ (Company / Institution) Contact Person at Principal: _____ (First Name or Initials plus Surname) Telephone Number: _____
2	Ref Number & Brief Description of Contract: Date awarded: <u>JUNE 2005</u> Contract duration: <u>9 Years, Annual renewal</u> Total Value of Contract awarded: <u>R 24,406,690 Annual 2014</u>	Principal (Contract awarded by): _____ (Company / Institution) Contact Person at Principal: _____ (First Name or Initials plus Surname) Telephone Number: _____
3	Ref Number & Brief Description of Contract: Date awarded: <u>October 2012</u> Contract duration: <u>2 Years + 9 Months</u> Total Value of Contract awarded: <u>R 3,198,168</u>	Principal (Contract awarded by): _____ (Company / Institution) Contact Person at Principal: _____ (First Name or Initials plus Surname) Telephone Number: _____

Confirmed telephonically

By submitting this tender, the Tenderer authorises the CCT to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Tenderer to provide the services required.

Signed by: _____

Signature: _____

Date: _____

KEY PERSONNEL

The tenderer is referred to the Specification and/or Evaluation Criteria and shall insert in the spaces provided below:

- details of the key personnel required to be in the employment of the tenderer in order for the tenderer to be responsive;
- the Brief synopsis (CV) of each individual's experience and qualifications must be attached to **Schedule 13**; and
- a statement for each of the individuals identified, which indicates any fields of specialisation and any recent experience that is relevant to this tender.

State the key personnel, their respective area of responsibility, qualifications and relevant experience			
Senior Manager: Responsible for the overall management and functioning of the TIC			
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience

Trainers			
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience

Quality Assessors			
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience

IT Technician			
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience

SUPERVISOR: Communication Officers			
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience

Space limited. Refer "Schedule 14 - Documents"

TENDER NO: 311S/2014/15

SUPERVISOR: Social Media			
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience

SUPERVISORS: Information Officers			
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience

Space limited - Refer "Schedule 14 - Documents"

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified.

Signature

Date

25 March 2015

Print name: _____

On behalf of the tenderer (duly authorised)

Schedule 13.2: as Annexure 14.2 (b)

- KEY STAFF, LANGUAGE, TENURE AND CV'S

Staff number	Surname	Name	Languages	Race	Education	Higher Qualification	Job position	Computer literacy - See below explanation	Position \ Similar Experience	Position	Category
			Afrikaans, English	White	Gr 12	BA Komm (Honn) Afrikaans. (Honn) Social Media Marketing	TIC Manager	Literate	3 Years at (Standard Bank Home Assist), 2 Years at (Manager Training), 5 Year at (Procurement)	1 Years a	A
			English, Afrikaans	Colored	Gr 12		Trainer	Literate	5 Years, 1 year 5 months SA and Supervisor experience and 1 year Call Centre Supervisor/Training at teamleader	1 year	C
			Xhosa, English	African	Gr 11, Studying towards Gr 12	Certificate in Production Management	in Trainer and Acting trainer	Literate	6 Years 2 Months Trainer/Lead agent.	12 years	C
			English, Afrikaans	Colored	Gr 12		Quality Assessor	Literate	2 Years 7 Months current, 1 Year 3 Months. Information Officer.	2 Years 7 Months current, 1 Year 3 Months. Information Officer.	D
			Xhosa, English	African	Gr 12		Quality Assessor	Literate	2 Years 4 months. Communications Officer 2 years Information Officer 2 Years 9 Months	2 Years 4 months. Communications Officer 2 years Information Officer 2 Years 9 Months	D
			Afrikaans, English	White	Gr 12		Quality Assessor CSD	Literate	1 Year 1 Month Quality Assessor (TIC) CSD	1 Year 1 Month Quality Assessor (TIC) CSD	D
			Afrikaans, English	Colored	Gr 11, Studying towards Gr 12	IT Technician and Assistant and NI	IT Technician	Literate	5 Years, 2 Years Customer Service/Lead Agent, 1 Year Information Officer.	5 Years, 2 Years Customer Service/Lead Agent, 1 Year Information Officer.	E
			English, Xhosa	Colored	Gr 12		IT Technician (assistant in training)	Literate	7 Months current, 2 Years 1 Month Information Officer	7 Months current, 2 Years 1 Month Information Officer	E
			Afrikaans, English	White	Gr 12	Certificate in Social Media	Supervisor - Communication Officers	Literate	4 years 10 Months at Personal Assistant experience, Receptionist and Admin Clerk at	4 years 10 Months at Personal Assistant experience, Receptionist and Admin Clerk at	B

Schedule 13.2: as Annexure 14.2 (b), KEY STAFF, LANGUAGE, TENURE AND CV'S									
	16 Years	English, Afrikaans	White	Gr 12		Supervisor - Social Media	Literate	10 Months in current post, 3 Years Communications Officer, 3 Years Assistant Call Centre Manager, 6 Years Customer Service Supervisor at	B
	14 Years 3 Months	Xhosa, English	African	Gr 12	National Diploma in Business Management	Assistant Manager/	Literate	3 Years 9 Months Assistant Manager, Customer Service Supervisor 2 Years 6 Months, Assistant Call Centre Manager for 2 Years, QA for 1 Year	B
	9 Years 11 Months	Xhosa, English	African	Gr 12		Information Centre Supervisor	Literate	5 Years 11 Months, Call Centre Agent and lead agent for 3 year.	B
	5 Years 2 Months	Swahili, Spanish, French, English, Xhosa	African	Gr 12		Team Leader	Literate	5 Years 4 Months Team Leader	B
	9 Years 8 Months	Xhosa, English	African	Gr 12		Lead Agent	Literate	6 Years 6 Months, 3 Years 2 Months Information Officer	B
	3 Years 6 Months	Afrikaans, English	Colored	Gr 12		Lead Agent	Literate	12 Years 6 Months, 1 Year Information Officer	B
	4 Years	Afrikaans, English	Colored	Gr 12	Certificate in Enrolled Nursing	Lead Agent	Literate	2 Years 4 Months current, 1 Year 6 Months Information Officer	B
	6 Years 2 Months	Xhosa, English	African	Gr 12		Lead Agent	Literate	12 Years 3 Months, 1 Year Team Captain, 2 Years 11 Months Information Officer	B
	1 Year 11 Months	English, Afrikaans	Colored	Gr 12		Lead Agent	Literate	10 Months, 1 Year 4 Months Team Captain, 1 Year 4 Months Information Officer	B
	1 Year 11 Months	English, Afrikaans	Colored	Gr 12		Lead Agent	Literate	12 Months Lead Agent, 7 Months, 1 Year 2 Months Information Officer I.	B
	2 Years 8 Months	Xhosa, English	African	Gr 12		Team Captain	Literate	9 Months, 1 Year 11 Months Information Officer	B
	1 Year 11 Months	Xhosa, English	African	Gr 12		Team Captain	Literate	11 Months, 1 Year 10 Months Information Officer	B

Schedule 13.2: as Annexure 14.2 (b)				KEY STAFF, LANGUAGE, TENURE AND CV'S			
	2 Years 8 Months	English, Afrikaans	Colored	Gr 12	Team Captain	Literate	1 Month current 2 Years 7 Months
	4 Years 1 Month	Afrikaans, English	Colored	Gr 12	Team Captain	Literate	9 Months current, 3 years 4 Months
	2 Years 8 Months	English, Xhosa	Colored	Gr 12	Team Captain	Literate	Months Information officer, 2 Months Team Captain 2 Years 2 Months Information Officer
	1 Year 1 Month	English, Afrikaans	Colored	Gr 12	Team Captain	Literate	1 Month Team Captain, 1 Year 1 Month Information Officer
	16 Years	Afrikaans, English	White	Gr 12	HR Administrative Officer/ QMSR	Literate	8 Years HR Administrative Officer & 4 years Team Leader 4 years, QA/Trainer for 3 years
	5 Years 4 Months	Xhosa, English	African	Gr 12	Receptionist	Literate	1 Year 1 Month, 4 Years 3 Months Information Officer
	4 Years 4 Months	English, Xhosa	Colored	Gr 10	Receptionist	Literate	4 Years 4 Months
	1 Year 11 Months	English, Afrikaans	White	Gr 12	Senior Project Administrator	Literate	1 year 11 Months
	1 Year 3 Months	Xhosa, English, Afrikaans	African		Project Administrator	Literate	(TIC), 1 year 2 Months at 1 Year 3 Months (TIC), 2 Months at 25 PA 21 Years as PA at 1
	8 Months	English, Afrikaans	Colored	Gr 12	Junior Project Administrator	Literate	8 Months as Office Assistant, 4 Months as Clerk 2
	Months	English, Afrikaans	Colored	Gr 12	Junior Project Administrator	Literate	2 Months year 5 Months Co-Ord in service training (Education, Training and Development & 1
	16 Years		Colored	Gr 12	Information Officer	Literate	Information Officer 16 Years (TIC), driver more than 3 years
	10 Years 5 Months	English, Afrikaans	Colored	Gr 12	Information Officer	Literate	Information Officer 10 Years 5 Months (TIC), Telemarketing Services Cape, Tele Sales / Customer Service

Schedule 13.2: as Annexure 14.2 (b)				KEY STAFF, LANGUAGE, TENURE AND CV'S					
	8 Years 1 Month	Afrikaans, English	White	Gr 10, Studying towards Gr 12		Information Officer	Literate	8 Years 1 Month Information Officer	F
	6 Years 2 Months	Xhosa, English	African	Gr 12	IT Course	Information Officer	Literate	6 Years 2 Months Information Officer	F
	5 Years 11 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	5 Years 11 Months Information Officer	F
	5 Years 11 Months	English, Xhosa	Colored	Gr 12		Information Officer	Literate	5 Years 11 Months Information Officer	F
	5 Years 4 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	5 Years 4 Months Information Officer	F
	4 Years 1 Month	English, Xhosa, Zulu	Colored	Gr 12		Information Officer	Literate	4 Years 1 Month Information Officer and acting Lead Agent when no supervisor is around, Manager more than 3 years (Customer Care related)	F
	4 Years 1 Month	Xhosa, English	African	Gr 12		Information Officer	Literate	4 Years 1 Month current	F
	3 Years 10 Months	Afrikaans, English	Colored	Gr 12		Information Officer	Literate	3 Years 10 Months current	F
	3 Years 6 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	3 Years 6 Months current	F
	3 Years 6 Months	Afrikaans, English	Colored	Gr 12	Secretarial course	Information Officer	Literate	3 Years 6 Months current	F
	3 Years 2 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	3 Years 2 Months current	F
	3 Years 2 Months	English, Xhosa	Colored	Gr 12		Information Officer	Literate	3 Years 2 Months current	F
	3 Years 2 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	3 Years 2 Months current	F
	3 Years 2 Months	English, Xhosa	Colored	Gr 12		Information Officer	Literate	3 Years 2 Months current	F
	3 Years	Xhosa, English	African	Gr 12		Information Officer	Literate	3 Years current	F
	2 Years 11 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	2 Years 11 Months Information Officer	F
	2 Years 8 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	2 Years 8 Months Information Officer	F
	2 Years 8 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	2 Years 8 Months Information Officer	F

Schedule 13.2: as Annexure 14.2 (b)										STAFF, LANGUAGE, TENURE AND CV'S									
	2 Years 8 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 2 Years 8 Months	F										
	2 Years 8 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 2 Years 8 Months	F										
	1 Year 11 Months	English, Afrikaans	Colored	Gr 12		Information officer	Literate	Information Officer 1 Year 11 Months	F										
	1 Year 11 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 1 Year 11 Months	F										
	1 Year 11 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 1 Year 11 Months	F										
	Year 1 Month	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 1 Year 1 Month	F										
	1 Year 1 Month	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 1 Year 1 Month	F										
	1 Year 1 Month	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 1 Year 1 Month	F										
	1 Year 1 Month	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 1 Year 1 Month	F										
	1 Year 1 Month	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 1 Year 1 Month	F										
	10 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 10 Months	F										
	10 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 10 Months	F										
	10 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 10 Months	F										
	10 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 10 Months	F										
	10 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 10 Months	F										
	10 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 10 Months	F										
	10 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	Information Officer 10 Months	F										
	3 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 3 Months	F										
	3 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 3 Months	F										
	3 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	Information Officer 3 Months	F										

Schedule 13.2: as Annexure 14.2 (b)				STAFF, LANGUAGE, TENURE AND CV'S					
	3 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	3 Months years as a Call Centre Agent for	F
	3 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	3 Months Sales Consultant 3 Months Cashier at	F
	3 Months	Xhosa, English	African	Gr 12	Financial Management	Information Officer	Literate	3 Months Years Controller at	F
	3 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	3 Months Cashier at Hostess at	F
	3 Months	Xhosa, English	African	Gr 12		Information Officer	Literate	3 Months Years Records Clerk at 2 Mothers, 3 Year at	F
	3 Months	Xhosa, English	African	Gr 12	National Diploma in Human Resource Management	Information Officer	Literate	3 Months Years as Assistant at Assistant at	F
	3 Months	English, Afrikaans	Colored	Gr 12		Information Officer	Literate	3 Months Year Video	F
	10 Years 4 Months	Xhosa, English	African	Gr 12		Communications Officer	Literate	3 years Communications Officer, 4 Years QA, 1 Year a Team Leader, 2 Years 4 Months Information	G
	13 Years 8 Months	English, Afrikaans	White	Gr 12		Communications Officer	Literate	4 year 1 Month current; Leader 5 Years, 2 Years Lead Agent, 2 Years 1 Month Information Officer	G
	3 Years 6 Months	English, Xhosa	Colored	Gr 12		Communications Officer	Literate	1 Years 0 Months current; Information 2 years	G
	7 Years 2 Months	English, Afrikaans	Colored	Gr 11, Studying towards Gr 12		Communications Officer	Literate	1 year 3 Months current, 5 Years	G
	6 Years 8 Months	Afrikaans, English	Colored	Gr 12		Communications Officer	Literate	11 Months 1 Years 8 Months, 5 Years Receptionist	G

Schedule 13.2: as Annexure 14.2 (b)				KEY STAFF, LANGUAGE, TENURE AND CV'S					
	13 Years	English, Xhosa, Zulu, Afrikaans	African	Gr 12		Communications Officer	Literate	4 years 3 months current, 3 Years Reservations officer 5 Years 9 Months	G
	3 Years 6 Months	English, Afrikaans	White	Gr 12		Communications Officer	Literate	3 Years 6 Months current, Information Officer and Communications Officer previously at.	G
	3 Years 2 Months	Afrikaans, English	Colored	Gr 12		Communications Officer	Literate	1 Years 2 Months current, 2 Years Information Officer	G
	9 Years and 7 Months	English, Afrikaans	Colored	Gr 12		Communications Officer	Literate	5 Years 7 Months current, Agent and lead agent for 2 years Receptionist 1 year	G
	3 Years 2 Months	English, Afrikaans	White	Gr 12		Communications Officer	Literate	1 Years 6 Months current, Information Officer 2 years	G
	9 Years 2 Month	English, Afrikaans	Colored	Gr 12		Communications Officer	Literate	10 Months Communications Officer, 8 Years 4 Months Information Officer, 5 Years Receptionist at	G
	6 Months	Afrikaans, English	White	Gr 12		Communications Officer	Literate	2 Years current, 5 Months Receptionist/claims in Municipality Comprehensive Care as capturer, 1 year as Receptionist/Administrator at	G
	2 Years 8 Months	English, Afrikaans	Colored	Gr 12	UCT Getsmarter, Social Media Marketing (busy with course)	Social Media Officer	Literate	2 Years current, 1 Year 2 Months Information Officer	H
	2 Years 8 Months	English, Afrikaans	Colored	Gr 12		Social Media Officer	Literate	6 Months current, 1 Year 2 Months Information Officer	H
	1 Year 11 Months	English, Afrikaans	Colored	Gr 12		Social Media Officer	Literate	6 Months current, 7 Months Communication Officer 10 Months Information Officer	H

* Computer literate: Microsoft package (includes Word, Excell, Outlook, Lync), Google Maps, SAP, CRM and typing speed of 25 wpm

STAFF COMPLEMENT

The tenderer is required to, by completing this annexure, demonstrate their understanding of the human resources needed to respond to the specifications and service levels set out in this tender.

Allocation should be based on an average month consisting of 135,000 telephonic and 3,000 electronic interactions.

Monthly deployment

The tenderer must indicate the number of staff to be deployed per month and category by completing all the cells in this table. The tenderer shall take the specifications and service levels set out in this tender into account when completing these tables.

IO – Information Officer(s)			CO = Communication Officer(s)			
Staff Category	July	August	September	October	November	December
IO Supervisor(s)	3	3	3	3	3	3
Team Leader(s)	12	12	12	12	12	12
Information Officers (IO)	54	54	54	52	54	59
Trainer(s)	2	2	2	2	2	2
Quality Assessor(s)	3	3	3	3	3	3
CO Supervisor(s)	2	2	2	2	2	2
Communication Officers	13	13	13	12	12	13
Social Media Supervisor(s)	1	1	1	1	1	1
Specialist CO (Social Media)	3	3	3	3	3	3

Staff Category	January	February	March	April	May	June
IO Supervisor(s)	3	3	3	3	3	3
Team Leader(s)	12	12	12	12	12	12
Information Officers (IO)	54	50	54	54	50	54
Trainer(s)	2	2	2	2	2	2
Quality Assessor(s)	3	3	3	3	3	3
CO Supervisor(s)	2	2	2	2	2	2
Communication Officers	13	16	15	15	13	13
Social Media Supervisor(s)	1	1	1	1	1	1
Specialist CO (Social Media)	3	3	3	3	3	3

Total Number Employed:	Permanent (Full-Time)	Contracted (Part-Time)
Information Officers	54	
Communication Officers	12	

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified.

Signature _____

Date _____

Print name: _____

On behalf of the tenderer (duly authorised)

SHIFT PLAN – INFORMATION OFFICERS

The tenderer is required to, by completing this annexure, demonstrate how they intend to schedule and staff the TIC's 24/7 operations in order to meet the requirements of this tender.

Shift plan for normal Weekday

Shifts

- Start and end times of each shift

From	To	From	To	From	To	From	To
06h00	18h00	18h00	06h00				

Staff deployment per shift:-

- No of Information Officers (IOs)

IO Language split per shift

- No of IO Supervisor(s)

- No of Team Leaders

24			10								
24	A4	10	10	6	4	E	A	X	E	A	X
2			1								
2											

Shift plan for normal Weekend/Public Holiday

Shifts

- Start and end times of each shift

From	To	From	To	From	To	From	To
06h00	18h00	18h00	06h00				

Staff deployment per shift:-

- No of Information Officers (IOs)

IO Language split per shift

- No of IO Supervisor(s)

- No of Team Leaders

27			10								
27	A5	12	10	6	4	E	A	X	E	A	X
2			1								
2											

Shift plan for Weekdays with planned events

Shifts

- Start and end times of each shift

From	To	From	To	From	To	From	To
06h00	18h00	18h00	06h00				

Staff deployment per shift:-

- No of Information Officers (IOs)

IO Language split per shift

- No of IO Supervisor(s)

- No of Team Leaders

27			10								
27	A5	12	10	6	4	E	A	X	E	A	X
2			1								
2											

Shift plan for Weekend/Public Holiday with planned events

Shifts

- Start and end times of each shift

From	To	From	To	From	To	From	To
06h00	18h00	18h00	06h00				

Staff deployment per shift:-

- No of Information Officers (IOs)

IO Language split per shift

- No of IO Supervisor(s)

- No of Team Leaders

27			10								
27	A5	12	10	6	4	E	A	X	E	A	X
2			1								
2											

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified.

Signature

Date

SHIFT PLAN – SOCIAL MEDIA

The tenderer is required to, by completing this annexure, demonstrate how they intend to schedule and staff the Social Media component in order to meet the requirements of this tender.

Shift plan for normal Weekday

- Start and end times of each shift

- Number of staff per shift

From	To	From	To	From	To	From	To
05h00	13h30	13h00	21h30	20h30	05h30		
1		1		1 (standby)			

Shift plan for normal Weekend/Public Holiday

- Start and end times of each shift

- Number of staff per shift

From	To	From	To	From	To	From	To
06h00	18h00	18h00	06h00				
1		1					

Shift plan for Weekdays with planned events

- Start and end times of each shift

- Number of staff per shift

From	To	From	To	From	To	From	To
05h00	13h30	13h00	21h30	20h30	05h30		
1		1		1 (standby)			

Shift plan for Weekend/Public Holiday with planned events

- Start and end times of each shift

- Number of staff per shift

From	To	From	To	From	To	From	To
06h00	18h00	18h00	06h00				
1		1					

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified.

Signature

Date