

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020		Version: 9

TENDER NO: 372S/2022/23**TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN A HUMAN CAPITAL MANAGEMENT SOLUTION FOR THE CITY OF CAPE TOWN****CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 30 JUNE 2031****VOLUME 1: TENDERING PROCEDURES****CLOSING DATE:** 10 July 2023**CLOSING TIME:** 10:00 a.m.**TENDER BOX
NUMBER:** 149**TENDER FEE:** R 200.00

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.

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:**SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING****1****2****3**

TABLE OF CONTENTS

VOLUME 1: THE TENDER.....	3
(1) GENERAL TENDER INFORMATION.....	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	25
(3) DETAILS OF TENDERER.....	25
(4) FORM OF OFFER AND ACCEPTANCE.....	27
(5) PRICE SCHEDULE.....	30
(6) SUPPORTING SCHEDULES	49
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	49
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	50
SCHEDULE 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	52
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	55
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	58
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	59
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	61
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	62
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	64
SCHEDULE 10: SCHEDULE OF PROMOTION OF SMALL AND MICRO ENTERPRISES	65
SCHEDULE 11: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	66
SCHEDULE 12: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	67
SCHEDULE 13: INFORMATION TO BE PROVIDED WITH THE TENDER	68
VOLUME 3: DRAFT CONTRACT	164
(7) SPECIAL CONDITIONS OF CONTRACT	164
(8) GENERAL CONDITIONS OF CONTRACT	176
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	186
(10) FORM OF ADVANCE PAYMENT GUARANTEE.....	187
(10.1) ADVANCE PAYMENT SCHEDULE.....	188
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	189
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	190
(13) SPECIFICATION(S)	191
(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....	261

VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	12 May 2023
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 02 June 2023 (compulsory)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Both physically and on Skype - Council Chambers, 6th Floor, Civic Centre Cape Town Podium/Skype link: https://meet.capetown.gov.za/kashiefa.ally/GGSWB57B
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement TENDER NO. 372S/2022/23: SUPPLY INSTALL AND MAINTAIN A HUMAN CAPITAL MANAGEMENT SOLUTION FOR THE CITY OF CAPE TOWN the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Name: Lucia van de Merwe

Email: CAR.Tenders@capetown.gov.za

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

2.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

2.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

2.1.4 The CCT's right to accept or reject any tender offer

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

All Schedules (A, B, C, D, E, F, G, H, I and J) will be grouped and awarded collectively/ in its entirety. The CCT reserves the right to appoint a standby tenderer i.e. the highest ranked tenderer “the winner” and in addition a “standby tenderer”. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

The contract period shall be for a period of **seven (7) years, but not exceeding 7 financial years** from the commencement date of the contract. It is the intention of the City of Cape Town to award this tender subject to application of Section 33 of the Local Government Municipal Finance Management Act 56 of 2003, for 7 (Seven) years, whereby this tender will be valid for a period longer than the regulatory condition of only three (3) financial years. The tender will be valid for the initial period of 3-years but not exceeding the 3rd financial year from contract commencement date. Thereafter, an additional 4-year term will apply subject to the City of Cape Town’s Council approval and successful application of the MFMA Section 33 process during the award phase of the tender.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Standby

Standby Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby bidder in terms of the procedures included in its SCM Policy.

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

2.1.6.1 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.

2.1.6.2 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, 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. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 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 (PAJA) and Promotion of Access to Information Act (PAIA).

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

2.1.7 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **<https://secure.csd.gov.za>**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

2.1.9 Protection of Personal Information

The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contract between tenderers and their agents or subcontractors. In the event that the City requires further information, the tenderer is obligated to provide this information at any stage during the procurement process or contract stages"

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

2.2.1.1.4 Mandatory Requirement

Tenderers must be authorised or accredited by the Original Software Manufacturer (OSM) or copyright holder to sell, distribute, implement and support the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor,

then a proof of authorization, authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted.

Tenderers are to submit, either with their tender submission (attached to Schedule 13A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder.

2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive. **In order for the Bid Evaluation Committee to score the offers submitted tenderers MUST complete Schedules 13B, 13C, 13D, 13E and 13F of the tender.**

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

The information and evidence provide by Tenderers in Schedules 13 B to F must be in the name of the entity (Company, Partnership, Consortium etc.) as identified in Part (3) Details of Tenderer

PLEASE NOTE: Tenderers must respond to all of the functional questions.

Item	Evaluation Criteria	Applicable values	Points	Weight
2.2.1.1.5.1	Experience of the Tendering Entity in terms of providing Human Capital Management Solutions Tenderer to demonstrate knowledge and experience in all of the following areas i.e. supply, implementation, migration, maintaining and supporting a Human Capital Management (HCM) Solutions including related niche solutions. Please provide verifiable evidence of the number of continuous years the tenderer has been actively providing HCM Solutions to their client base. This evidence may be in the form of reference letters, on the referee's letterhead, specifying the details and scope of the HCM solution, the number of continuous years they have been actively receiving the HCM solution from the tenderer, as well as all the referee's verifiable contact details. Scoring will be based on the continuous years providing HCM Solutions, as confirmed in the evidence in the areas of supply, implementation, migration, maintaining and supporting. Please respond to this functional requirement and provide evidence to your response in Schedule 13B: Information to Be Provided with The Tender.	0 years to 3 ≥ 4 and <6 years	0 points 10 points 20 points	20 Points
2.2.1.1.5.2	Size of organisation where a HCM Solution has been implemented by the tendering entity	≥ 0 but < 7500 users ≥ 7500 but < 15 000 Users	0 points 10 points 15 points	20 Points

Item	Evaluation Criteria	Applicable values	Points	Weight
	Tenderer to demonstrate the size of the organisation (active solution users) where a HCM solution has been implemented at their clients indicating the number of users. Please provide verifiable evidence in the form of references, specifying the number of users, as well as all the referee's contact details. Scoring will be based on the total number of the users, as provided in the evidence. Please respond to this functional requirement and provide evidence to your response in Schedule 13C: Information to Be Provided with The Tender.	• ≥ 15 000 but < 20 000 Users • ≥ 20 000 users •	20 points	
2.2.1.1.5.3	Operational Experience of the tendering entity Tenderer to demonstrate experience in post implementation software maintenance and support of a HCM Solution for their clients. Refer to Section 13.8.9 in specifications for the overview of the Support and Maintenance requirements Please provide verifiable evidence in the form of references, specifying the number of years providing operational maintenance and support, as well as all the referee's contact details. Scoring will be based on the total number of years, as confirmed in the provided evidence. Please respond to this functional requirement and provide evidence to your response in Schedule 13D: Information to Be Provided with The Tender.	• 0 years • > 0 and < 5 years • ≥ 5 and < 10 years • ≥ 10 years	0 points 7 points 14 points 20 points	20 Points
2.2.1.1.5.4	Comparable Project / Size of the Client Tenderer to demonstrate where HCM solutions have been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Refer to Section 13. in specifications for the overview of the City's environment. Please provide verifiable evidence, identifying the client indicating the size of the organisation in HCM of number of system users, where a HCM solution was successfully implemented within the last 5 years. This evidence may be in the form of reference letters, on the referee's letterhead with the referee's verifiable	• 0 clients • < 3 clients • ≥ 3 but < 5 clients • ≥ 5 clients	0 points 7 points 14 points 20 points	20 Points

Item	Evaluation Criteria	Applicable values	Points	Weight
	contact details to be included. Clearly identify if the client Scoring will be based on the number of clients, as confirmed in the evidence. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 20 000 system users. A Project / Client with less than 20 000 system users will therefore not be scored. Please respond to this functionality requirement and provide evidence to your response in Schedule 13E: Information to be Provided with The Tender.			
2.2.1.1.5.5	Previous Implementation Project Value Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting a HCM Solution within the last 5 years. Refer to Section 13.1 in the specifications for the overview of the City's environment. The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project, name of the client and verifiable contact details. Scoring will be based on the cumulative value of the completed and projects in progress within the last 5 years. Please respond to this functionality requirement and provide evidence to your response in Schedule 13F: Information to Be Provided with The Tender.	• R0 • < R25M • ≥ R25M and < R50M • ≥ R50M and < R75M • ≥ R75M and ≤ R100M • > R100M	0 points 4 points 8 points 12 points 16 points 20 points	20 Points
	Total			100 Points

The minimum qualifying score for functionality is **70** out of a maximum of **100 achievable points**.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

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. Failure to provide all information IN THIS TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum scoring.

2.2.1.1.6 Technical Schedule

In order to determine whether the OSM Solutions offered are functional, and to the required specification of the City of Cape Town, tenderers **MUST** complete the applicable Technical Schedules:

- Schedule 13G:
- Schedule 13H
- Schedule 13 I

2.2.1.1.7 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

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

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

2.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 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 & Quotation Boxes 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.

2.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

2.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

2.2.15.3 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. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) 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;
- b) 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.

2.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

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

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of any thing in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 Two-envelope system

2.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

2.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.
- d) is responsive to the scope of works and tender specifications

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept 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 documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum based on the sum of the prices/rates in relation to the estimated quantities.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preferences

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

Table B2: Awards ABOVE R100 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) Above R50 mil	
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of:</i>			
1	Gender are women (ownership)* <i>More than 50% women ownership = 2 points</i> <i>Less than 50% women ownership = 1 points</i> <i>0% women ownership = 0 points</i>	2	▪ Company Registration Certification ▪ Identification Documentation ▪ CSD report
2	Race are black persons (ownership)* <i>More than 50% black ownership = 2 points</i> <i>Less than 50% black ownership = 1 points</i> <i>0% black ownership = 0 points</i> <i>Note: Black people is defined as a generic term which means Africans, Coloureds and Indians in terms of the Broad Based Black Economic Empowerment Act, 2003.</i>	2	▪ Proof of B-BBEE certificate; ▪ Company Registration Certification ▪ Identification Documentation. ▪ CSD report
3	Disability are disabled persons (ownership)* <i>WHO disability guideline</i> <i>Yes = 2 points</i> <i>No = 0 points</i>	2	▪ Proof of disability ▪ Company Registration Certification ▪ Identification Documentation

Reconstruction and Development Programme (RDP) as published in Government Gazette			
4	Promotion of Promotion of Small and Micro Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	4	▪ Proof of B-BBEE status level of contributor; ▪ South African owned enterprises; ▪ Financial Statement to determine annual turnover
	Total points	10	

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers 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.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the City's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, 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.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

2.3.12.4 Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

2.3.12.5 The CCT reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer

in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 24 of 66

TENDER NO: 372S/2022/23

TENDER DESCRIPTION: SUPPLY INSTALL AND MAINTAIN A HUMAN CAPITAL MANAGEMENT SOLUTION FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 30 JUNE 2031

VOLUME 2: RETURNABLE DOCUMENTS

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (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	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
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	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE**TENDER 372S/2022/23 - SUPPLY INSTALL AND MAINTAIN A HUMAN CAPITAL MANAGEMENT SOLUTION FOR THE CITY OF CAPE TOWN****OFFER: (TO BE FILLED IN BY TENDERER):****Required Details** (Please provide applicable details in full):

Name of Tendering Entity* (“the tenderer”)	
Trading as (if different from above)	

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**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

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

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 372S/2022/23 - SUPPLY INSTALL AND MAINTAIN A HUMAN CAPITAL MANAGEMENT SOLUTION FOR THE CITY OF CAPE TOWN ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(5) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 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.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 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. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract. Only the rates tendered for Training, Maintenance and Support & Professional Services (Schedule H I and J of the Price Schedule) will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as per the CPA mechanism in Schedule 8 of part (6) Supporting Schedules
- 5.8 All tendered rates must be in Rand (ZAR) and exclude VAT. Refer to 2.3.10.1.2 clause (d)
- 5.9 General specifications for items in the (5) Price Schedule, appear in section (13) SPECIFICATION(S). Tenderers must refer to these specifications when completing the Price Schedule.
- 5.10 **Mark-up percentage (%)** is the method where an all-inclusive mark-up percentage (%) is applied to the discounted (if any Discount Offered (%) Recommended Retail Price List [RRPL] of the Original Software Manufacturer(s) [OSM].
 - **Mark-up percentage (%)** is the mark-up amount expressed as a percentage (%) of the discounted OSM Recommended Retail Price by applying the formula:
 - $\text{Mark-up \%} = (\text{Mark-up amount} / \text{discounted OSM RR Price}) \times 100$
 - **Discount Offered (%)** is the discount amount expressed as a percentage (%) of the OSM

Recommended Retail Price by applying the formula:

- $\text{Discount \%} = (\text{Discount amount} / \text{OSM Price}) \times 100$
- **Evaluation Price** – This is the price that will be invoiced to the City and is calculated by the formula below and used for the tender price evaluation based on the ranking of tender prices from lowest to highest price. PLEASE NOTE – Discounts offered with conditions cannot be considered for evaluation and in such case the formula below will not include subtraction of the discount. Tenders must therefore clearly indicate if discounts offered on the OSM price are unconditional:
 - $\text{Evaluation Price} = \text{OSM Price} + \text{Mark-up} - \text{Discount Offered}$.
- **Fixed rates** per unit as specified for services, per CCT financial year or part thereof, and is not subject to any further form of price adjustment.

All tendered rates must be in Rand (ZAR) and exclude VAT.

- 5.11 The Tenderer shall provide detailed and comprehensive OSM Recommended Retail Price Lists, for each OSM listed in the Price Schedules A, B, C, D, E and F in support of their Bid in **Schedule 13J**. The OSM price is the Original Software Manufacturer's Recommended Retail Price at the closing date of the tender. CCT reserves the right to approach the Original Software Manufacturers directly for OSM Recommended Retail Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the Bid.
- 5.12 The Tenderer shall note that the Evaluation Table is used solely for the evaluation of the Tenderer's bid and must not be viewed as the scope of work or extent of the work or as the price list and therefore has no contractual standing.
- 5.13 For goods the award of the tender will be based on the OSM(s) indicated by the tenderer, discount offered and mark-up percentages (%) the tenderer applies to a specific OSM's Recommended Retail Price List.
- 5.14 Since the tender will be awarded in its entirety, tenderers must therefore price for all Schedules, and all line items within a Schedule of the Pricing Schedules

INITIALS OF CITY OFFICIALS		
1	2	3

SCHEDULE A. SUPPLY OF THE HUMAN CAPITAL MANAGEMENT SOLUTION - SUPPLY OF SOFTWARE AND LICENCING FOR THE HCM CORE SOLUTION

TABLE A.1. SUPPLY OF THE HCM CORE SOLUTION - OPTION 1 : CLOUD BASED SOLUTION

Bidders can quote for either/both a cloud based option and/or on-premise based option for the Core HCM solution. The City reserves the right to choose the option that best meets the City's requirements.

This table is for the pricing to supply a **single OSM product** for a **CLOUD BASED** HCM Core Solution. Refer to Section 13 Specifications **(13.7.1 and 13.7.2)** and relevant paragraphs describing the functional requirements

Tenderers must identify the OSM or vendor in the indicated column (column 3).

Tenderers are reminded to complete Schedules 13G and 13H and attach to Schedule 13I the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item	Description	Source of Goods Identify OSM or Distributor	Unit of measure	Mark-Up (%)	Discount (%)	OSM Unit Price (Excluding mark-up)
CORE HCM SOLUTION						
A1.1	Once-off Software Costs		Per Software Application / Application Suite	%		R
A1.2	Personnel Administration		Per User / Per Employee	%		R
A1.3	Benefits Administration		Per User / Per Employee	%		R
A1.4	Organisational Management		Per User / Per Employee	%		R
A1.5	Time and Attendance		Per User / Per Employee	%		R
A1.6	Recruitment		Per User / Per Employee	%		R
A1.7	On Boarding		Per User / Per Employee	%		R
A1.8	Individual Performance Management		Per User / Per Employee	%		R
A1.9	Learning Training & Development		Per User / Per Employee	%		R
A1.10	Succession Management		Per User / Per Employee	%		R
A1.11	Compensation Management		Per User / Per Employee	%		R
A1.12	Workforce Management		Per User / Per Employee	%		R
A1.13	Self Service – Employee/Manager		Per User / Per Employee	%		R
A1.14	Software Maintenance (Bug fixes, security patches, new features, updates etc.)		Per Year	%		R

TABLE A.2. SUPPLY OF THE HCM CORE SOLUTION - OPTION 2: ON PREMISE BASED SOLUTION

Bidders can quote for either/both a cloud based option and/or an on-premise based option for the Core HCM solution. The City reserves the right to choose the option that best meets the City's requirements.

This table is for the pricing to supply a **single OSM product** for an **ON-PREMISE BASED** HCM Core Solution. Refer to Section 13 Specifications **(13.7.1 and 13.7.2)** and relevant paragraphs describing the functional requirements

Tenderers must identify the OSM or vendor in the indicated column (column 3).

Tenderers are reminded to complete Schedules 13G and 13H and attach to Schedule 13I the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item	Description	Source of Goods Identify OSM or Distributor	Unit of measure	Mark-Up (%)	Discount (%)	OSM Unit Price (Excluding mark-up)
CORE HCM SOLUTION						
A2.1	Once-off Software Costs		Per Software Application / Application Suite	%		R
A2.2	Personnel Administration		Per User / Per Employee	%		R
A2.3	Benefits Administration		Per User / Per Employee	%		R
A2.4	Organisational Management		Per User / Per Employee	%		R
A2.5	Time and Attendance		Per User / Per Employee	%		R
A2.6	Recruitment		Per User / Per Employee	%		R
A2.7	On Boarding		Per User / Per Employee	%		R
A2.8	Individual Performance Management		Per User / Per Employee	%		R
A2.9	Learning Training & Development		Per User / Per Employee	%		R
A2.10	Succession Management		Per User / Per Employee	%		R
A2.11	Compensation Management		Per User / Per Employee	%		R
A2.12	Workforce Management		Per User / Per Employee	%		R
A2.13	Self Service – Employee/Manager		Per User / Per Employee	%		R
A2.14	Software Maintenance (Bug fixes, security patches, new features, updates etc.)		Per Year	%		R

SCHEDULE B. SUPPLY OF RELATED NICHE SOLUTIONS - SUPPLY OF SOFTWARE AND LICENCING FOR OCCUPATIONAL HEALTH AND SAFETY

TABLE B.1. SUPPLY OF RELATED NICHE SOLUTIONS THAT INTERGRATE TO THE CORE HCM SOLUTION – OCCUPATIONAL HEALTH AND SAFETY

This table is to evaluate the Tenderer's OSM licences pricing relating the supplying of OSM products for Niche solutions described in Section 13. Refer to **Section 13 Specifications (13.8.3)** and relevant paragraphs describing the technical requirements for OHS. **Where the requested niche functionalities for the solution listed in the table below is embedded in other modules listed in Schedule A, the tenderer must note this and mark the pricing below as zero costs.**

Tenderers must identify the OSM or vendor in the indicated column (column 3).

Tenders are reminded to complete Schedule 13I and attach to Schedule 13J the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item	Description	Source of Goods Identify OSM or Distributor	Unit of measure	Mark- Up (%)	Discount (%)	Comments	OSM Unit Price (Excluding mark-up)
B1.1	Occupational Health and Safety Solution ((The once off price to procure the software application / application suite))		Per Software Application / Application Suite	%			R
B1.2	Recurring Software Licence Price (This would be the price per user or transaction or per client access or per usage volume.)		Please indicate unit of measure	%			R
B1.3	Software Maintenance (Software bug fixes, software / security patches, new features, software updates/upgrades.)		Per Year	%			R

Note:

1. Tenderers are to submit pricing for either B1.1, B.1.2 or both B1.1 and B.1.2; depending on the solution offered.
2. If either B.1.1 or B.1.2 is not applicable to the solution offered, tenderers are to indicate "N/A" in the last column.
3. For A.1.3 if software maintenance is offered with a different frequency, tenderers must calculate the annual price as per the unit of measure which is "per year"

SCHEDULE C. SUPPLY OF RELATED NICHE SOLUTIONS - SUPPLY OF SOFTWARE AND LICENCING FOR EMPLOYEE ASSISTANCE PROGRAM (EAP) AND WELLNESS

TABLE C.1. SUPPLY OF RELATED NICHE SOLUTIONS THAT INTERGRATE TO THE CORE HCM SOLUTION – EMPLOYEE ASSISTANCE PROGRAM (EAP) AND WELLNESS

This table is to evaluate the Tenderer's OSM licences pricing relating the supplying of OSM products for Niche solutions described in Section 13. Refer to **Section 13 Specifications (13.8.3)** and relevant paragraphs describing the technical requirements for EAP. **Where the requested niche functionalities for the solution listed in the table below is embedded in other modules listed in Schedule A, the tenderer must note this and mark the pricing below as zero costs.**

Tenderers must identify the OSM or vendor in the indicated column (column 3).

Tenders are reminded to complete Schedule 13I and attach to Schedule 13J the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item	Description	Source of Goods Identify OSM or Distributor	Unit of measure	Mark- Up (%)	Discount (%)	Comments	OSM Unit Price (Excluding mark-up)
C1.1	EMPLOYEE ASSISTANCE PROGRAM (EAP) AND WELLNESSWELLNESS ((The once off price to procure the software application / application suite))		Per Software Application / Application Suite	%			R
C1.2	Recurring Software Licence Price (This would be the price per user or transaction or per client access or per usage volume.)		Please indicate unit of measure	%			R
C1.3	Software Maintenance (Software bug fixes, software / security patches, new features, software updates/upgrades.)		Per Year	%			R

Note:

1. Tenderers are to submit pricing for either C1.1, C.1.2 or both C1.1 and C.1.2; depending on the solution offered.
2. If either C.1.1 or C.1.2 is not applicable to the solution offered, tenderers are to indicate "N/A" in the last column.
3. For C.1.3 if software maintenance is offered with a different frequency, tenderers must calculate the annual price as per the unit of measure which is "per year"

SCHEDULE D. SUPPLY OF RELATED NICHE SOLUTIONS - SUPPLY OF SOFTWARE AND LICENCING FOR EMPLOYEE RELATIONS MANAGEMENT

TABLE D.1. SUPPLY OF RELATED NICHE SOLUTIONS THAT INTERGRATE TO THE CORE HCM SOLUTION – EMPLOYEE RELATIONS MANAGEMENT

This table is to evaluate the Tenderer's OSM licences pricing relating the supplying of OSM products for Niche solutions described in Section 13. Refer to **Section 13 Specifications (13.8.3)** and relevant paragraphs describing the technical requirements for Employee Relations. **Where the requested niche functionalities for the solution listed in the table below is embedded in other modules listed in Schedule A, the tenderer must note this and mark the pricing below as zero costs.**

Tenderers must identify the OSM or vendor in the indicated column (column 3).

Tenders are reminded to complete Schedule 13I and attach to Schedule 13J the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item	Description	Source of Goods Identify OSM or Distributor	Unit of measure	Mark- Up (%)	Discount (%)	Comments	OSM Unit Price (Excluding mark-up)
D1.1	EMPLOYEE RELATIONS MANAGEMENT ((The once off price to procure the software application / application suite))		Per Software Application / Application Suite	%			R
D1.2	Recurring Software Licence Price (This would be the price per user or transaction or per client access or per usage volume.)		Please indicate unit of measure	%			R
D1.3	Software Maintenance (Software bug fixes, software / security patches, new features, software updates/upgrades.)		Per Year	%			R

Note:

1. Tenderers are to submit pricing for either D1.1, D.1.2 or both D1.1 and D.1.2; depending on the solution offered.
2. If either D.1.1 or D.1.2 is not applicable to the solution offered, tenderers are to indicate "N/A" in the last column.
3. For D.1.3 if software maintenance is offered with a different frequency, tenderers must calculate the annual price as per the unit of measure which is "per year"

SCHEDULE E. SUPPLY OF RELATED NICHE SOLUTIONS - SUPPLY OF SOFTWARE AND LICENCING FOR EMPLOYMENT EQUITY / WORKPLACE SKILLS

TABLE E.1. SUPPLY OF RELATED NICHE SOLUTIONS THAT INTERGRATE TO THE CORE HCM SOLUTION – EMPLOYMENT EQUITY / WORKPLACE SKILLS

This table is to evaluate the Tenderer's OSM licences pricing relating the supplying of OSM products for Niche solutions described in Section 13. Refer to **Section 13 Specifications (13.8.3)** and relevant paragraphs describing the technical requirements for Employment Equity. ***Where the requested niche functionalities for the solution listed in the table below is embedded in other modules listed in Schedule A, the tenderer must note this and mark the pricing below as zero costs.***

Tenderers must identify the OSM or vendor in the indicated column (column 3).

Tenders are reminded to complete Schedule 13I and attach to Schedule 13J the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item	Description	Source of Goods Identify OSM or Distributor	Unit of measure	Mark- Up (%)	Discount (%)	Comments	OSM Unit Price (Excluding mark-up)
E1.1	EMPLOYMENT EQUITY / WORKPLACE SKILLS ((The once off price to procure the software application / application suite))		Per Software Application / Application Suite	%			R
E1.2	Recurring Software Licence Price (This would be the price per user or transaction or per client access or per usage volume.)		Please indicate unit of measure	%			R
E1.3	Software Maintenance (Software bug fixes, software / security patches, new features, software updates/upgrades.)		Per Year	%			R

Note:

1. Tenderers are to submit pricing for either E1.1, E.1.2 or both E1.1 and E.1.2; depending on the solution offered.
2. If either E.1.1 or E.1.2 is not applicable to the solution offered, tenderers are to indicate "N/A" in the last column.
3. For E.1.3 if software maintenance is offered with a different frequency, tenderers must calculate the annual price as per the unit of measure which is "per year"

SCHEDULE F. SUPPLY OF RELATED NICHE SOLUTIONS - SUPPLY OF SOFTWARE AND LICENCING FOR BURSARY MANAGEMENT

TABLE F.1. SUPPLY OF RELATED NICHE SOLUTIONS THAT INTERGRATE TO THE CORE HCM SOLUTION – BURSARY MANAGEMENT

This table is to evaluate the Tenderer's OSM licences pricing relating the supplying of OSM products for Niche solutions described in Section 13. Refer to **Section 13 Specifications (13.8.3)** and relevant paragraphs describing the technical requirements for Bursary Management. **Where the requested niche functionalities for the solution listed in the table below is embedded in other modules listed in Schedule A, the tenderer must note this and mark the pricing below as zero costs.**

Tenderers must identify the OSM or vendor in the indicated column (column 3).

Tenders are reminded to complete Schedule 13I and attach to Schedule 13J the OSM Recommended Retail Price List where the OSM Price List is requested to be submitted together with the tender response.

Item	Description	Source of Goods Identify OSM or Distributor	Unit of measure	Mark-Up (%)	Discount (%)	Comments	OSM Unit Price (Excluding mark-up)
F1.1	BURSARY MANAGEMENT ((The once off price to procure the software application / application suite))		Per Software Application / Application Suite	%			R
F1.2	Recurring Software Licence Price (This would be the price per user or transaction or per client access or per usage volume.)		Please indicate unit of measure	%			R
F1.3	Software Maintenance (Software bug fixes, software / security patches, new features, software updates/upgrades.)		Per Year	%			R

Note:

1. Tenderers are to submit pricing for either F1.1, F.1.2 or both F1.1 and F.1.2; depending on the solution offered.
2. If either F.1.1 or F.1.2 is not applicable to the solution offered, tenderers are to indicate "N/A" in the last column.
3. For F.1.3 if software maintenance is offered with a different frequency, tenderers must calculate the annual price as per the unit of measure which is "per year"

SCHEDULE G. PROVISION OF ONCE-OFF SERVICES FOR INSTALLATION AND IMPLEMENTATION OF THE HUMAN CAPITAL MANAGEMENT SOLUTION AND RELATED NICHE SOLUTIONS

TABLE G.1. INSTALLATION AND IMPLEMENTATION OF THE HUMAN CAPITAL MANAGEMENT SOLUTION & RELATED NICHE SOLUTIONS

This table is for the pricing of services to install, configure, and deploy the proposed OSM solution for the proposed Human Capital Management Solution and Related Niche Solutions. Refer to Section 13 Specifications **(13.8.7)** and relevant paragraphs describing the implementation requirements.

Tenders are reminded to complete the Schedules 13G, 13H, 13I, and attach to Schedule 13J the OSM Recommended Retail Price List.

Item	Description	Unit	Price
	Installation and Implementation of the complete Human Capital Management Solution, Including both the Core and listed Niche Solutions according to the implementation requirements, project methodology and deliverables		
G.1.1	CORE HCM SOLUTION	Complete Installation of solution	R
G1.2	OCCUPATIONAL HEALTH AND SAFETY	Complete Installation of solution	R
G1.3	EMPLOYEE ASSISTANCE PROGRAM (EAP) AND WELLNESS	Complete Installation of solution	R
G.1.4	EMPLOYEE RELATIONS MANAGEMENT	Complete Installation of solution	R
G1.5	EMPLOYMENT EQUITY / WORKPLACE SKILLS	Complete Installation of solution	R
G1.6	BURSARY MANAGEMENT	Complete Installation of solution	R

SCHEDULE H. PROVISION OF TRAINING SERVICES FOR THE HCM SOLUTION AND RELATED NICHE SOLUTIONS

TABLE H.1. PROVISION OF TRAINING SERVICES FOR THE CORE HCM SOLUTION			
This table is for the pricing of training services for proposed OSM solution for the proposed HCM Solution and related Niche solutions.			
Refer to section (13) 13.8.8 Specifications and relevant paragraphs describing the training requirements.			
Tenders are reminded to complete the Schedules 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I and attach to Schedule 13J the OSM Recommended Retail Price List.			
Item	Description	Unit	Price
H.1.1.	Train the trainer Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.1.1.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.1.1.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.1.1.3.	Train the trainer: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.1.2.	System Admin Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.1.2.1.	System Admin Training: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.1.2.2.	System Admin Training: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.1.2.3.	System Admin Training: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.1.3.	Super User Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.1.3.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.1.3.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.1.3.3.	Super User Training: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.1.3.4.	Power User Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		

Item	Description	Unit	Price
H.1.3.5.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.1.3.6.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.1.3.7.	Power User Training: 1 to 20 Trainees (Virtual training)	Per Learner	R

TABLE H.2. PROVISION OF TRAINING SERVICES FOR OCCUPATIONAL HEALTH AND SAFETY (OHS) SOLUTION

This table is for the pricing of training services for proposed OSM solution for the proposed OHS Solution

Refer to section (13) 13.8.8 Specifications and relevant paragraphs describing the training requirements.

Tenders are reminded to complete the Schedules 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I and attach to Schedule 13J the OSM Recommended Retail Price List.

Item	Description	Unit	Price
H.2.1.	Train the trainer Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.2.1.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.2.1.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.2.1.3.	Train the trainer: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.2.2.	System Admin Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.2.2.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.2.2.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.2.2.3.	System Admin Training: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.2.3.	Super User Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.2.3.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.2.3.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.2.3.3.	Super User Training: 1 to 20 Trainees (Virtual training)	Per Learner	R

TABLE H.3. PROVISION OF TRAINING SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM (EAP) AND WELLNESS			
This table is for the pricing of training services for proposed OSM solution for the proposed EAP and Wellness Solution Refer to section (13) 13.8.8 Specifications and relevant paragraphs describing the training requirements. Tenders are reminded to complete the Schedules 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I and attach to Schedule 13J the OSM Recommended Retail Price List.			
Item	Description	Unit	Price
H.3.1.	Train the trainer Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.3.1.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.3.1.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.3.1.3.	Train the trainer: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.3.2.	System Admin Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.3.2.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.3.2.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.3.2.3.	System Admin Training: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.3.3.	Super User Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.3.3.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.3.3.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.3.3.3.	Super User Training: 1 to 20 Trainees (Virtual training)	Per Learner	R

TABLE H.4. PROVISION OF TRAINING SERVICES FOR EMPLOYEE RELATIONS MANAGEMENT			
This table is for the pricing of training services for proposed OSM solution for the proposed Employee Relations Solution Refer to section (13) 13.8.8 Specifications and relevant paragraphs describing the training requirements. Tenders are reminded to complete the Schedules 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I and attach to Schedule 13J the OSM Recommended Retail Price List.			
Item	Description	Unit	Price
H.4.1.	Train the trainer Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.4.1.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.4.1.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.4.1.3.	Train the trainer: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.4.2.	System Admin Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.4.2.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.4.2.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.4.2.3.	System Admin Training: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.4.3.	Super User Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.4.3.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.4.3.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.4.3.3.	Super User Training: 1 to 20 Trainees (Virtual training)	Per Learner	R

TABLE H.5. PROVISION OF TRAINING SERVICES FOR EMPLOYMENT EQUITY / WORKPLACE SKILLS

This table is for the pricing of training services for proposed OSM solution for the proposed Employment Equity and Work Place Skills Solution

Refer to section (13) 13.8.8 Specifications and relevant paragraphs describing the training requirements.

Tenders are reminded to complete the Schedules 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I and attach to Schedule 13J the OSM Recommended Retail Price List.

Item	Description	Unit	Price
H.5.1.	Train the trainer Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.5.1.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.5.1.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.5.1.3.	Train the trainer: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.5.2.	System Admin Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.5.2.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.5.2.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.5.2.3.	System Admin Training: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.5.3.	Super User Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.5.3.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.5.3.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.5.3.3.	Super User Training: 1 to 20 Trainees (Virtual training)	Per Learner	R

TABLE H.6. PROVISION OF TRAINING SERVICES FOR BURSARY MANAGEMENT			
This table is for the pricing of training services for proposed OSM solution for the proposed Bursary Management Solution			
Refer to section (13) 13.8.8 Specifications and relevant paragraphs describing the training requirements.			
Tenders are reminded to complete the Schedules 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I and attach to Schedule 13J the OSM Recommended Retail Price List.			
Item	Description	Unit	Price
H.6.1.	Train the trainer Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.6.1.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.6.1.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.6.1.3.	Train the trainer: 1 to 10 Trainees (Virtual training)	Per Learner	R
H.6.2.	System Admin Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.6.2.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.6.2.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.6.2.3.	System Admin Training: 1 to 20 Trainees (Virtual training)	Per Learner	R
H.6.3.	Super User Training Training to be provided according to requirements, and deliverables as described in section (13) Specifications (13.8.8)		
H.6.3.1.	Train the trainer: 1 to 10 Trainees (Classroom based training – City Provided Training Facility)	Per Learner	R
H.6.3.2.	Train the trainer: 1 to 10 Trainees (Classroom based training – Vendor Provided Training Facility)	Per Learner	R
H.6.3.3.	Super User Training: 1 to 20 Trainees (Virtual training)	Per Learner	R

SCHEDULE I. PROVISION OF POST IMPLEMENTATION INTEGRATION SERVICES**TABLE I.1. POST IMPLEMENTATION INTEGRATION SERVICES**

This table is for the pricing of POST IMPLEMENTATION INTEGRATION SERVICES for the Human Capital Management Solution including both the Core and Niche Solutions. Please refer to Section 13 Specifications **(13.8.9)** for detail specifications of the maintenance and support requirements.

Tenders are reminded to complete the Schedules 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I and attach to Schedule 13J the OSM Recommended Retail Price List.

Item	Description	Unit	Price
I.1.1	Maintenance <i>Ongoing service that ensures the maintenance of the HCM Core Management solution. Fixing faults' Applying security patches, Enabling new features</i> <i>Applying any other updates/upgrades that become available for the software that forms part of the Human Capital Management Solution.</i>	Per month	R
I.1.2	Support Services <i>Support encompasses:</i> <i>Support requirement is 24 hours a day 7 days a week.</i> <i>Technical support will be provided by trained CCT staff (Level 1, 2 and 3) with escalated support to be provided by Tenderer</i> <i>All application support will be the responsibility of the appointed vendor</i>	Per incident	R

**SCHEDULE J. PROVISION OF PROFESSIONAL SERVICES FOR THE HUMAN CAPITAL
MANAGEMENT SOLUTION**

TABLE J.1. PROFESSIONAL SERVICES OF THE HUMAN CAPITAL MANAGEMENT SOLUTION

This table is for the labour rates associated with the ad-hoc professional services for the HCM Applications Solution including both the Core and Back End Solutions. Please refer to Section 13 Specifications **(13.8.10)** for detail specifications of the Professional Services requirements.

Tenderers are required to respond for all services. Note rates are fixed and subject to Contract Price Adjustment as set out in Schedule 8. Failure to complete each category of the pricing schedule will render the tender non-responsive. Fill in the costing table as provided below.

Tenders are reminded to complete the Schedules 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I and attach to Schedule 13J the OSM Recommended Retail Price List.

Item	Description	Unit	Price
J1.1	Project Manager	Per hour	R
J1.2	Senior Project Manager	Per hour	R
J1.3	Architect	Per hour	R
J1.4	Senior Architect	Per hour	R
J1.5	Subject matter expert	Per hour	R
J1.6	Senior Subject matter expert	Per hour	R
J1.7	Business Analyst	Per hour	R
J1.8	Principle Business Analyst	Per hour	R
J1.9	Change Manager	Per hour	R

(6) SUPPORTING SCHEDULES

Schedule 1: 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 exclusion and division.

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

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

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		NO	
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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 **List of other documents attached by tenderer** schedule.

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	
-----	--	----	--

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:

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

YES		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 **List of other documents attached by tenderer** schedule in the same format as the table below:

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

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	
-----	--	----	--

4.1 If YES, furnish particulars below

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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

Schedule 3: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022

Definitions

The following definitions shall apply to this schedule:

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
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, shareholder²):.....
 - 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
 - 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
 - 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
 - 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.....
 - 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

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

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

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

¹**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) an executive 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 5: 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	
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- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

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

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:

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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

Schedule 6: 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 this schedule.

- 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 fraudulent 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) or Database of Restricted Suppliers.
- 2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	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(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	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) or Database of Restricted Suppliers? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	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 ☐

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	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 ☐
2.4.1	If so, furnish particulars:		
2.5	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 ☐
2.7.1	If so, furnish particulars:		

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, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____

(Name of tenderer)

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

The tenderer:

- a) 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
- b) 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
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) 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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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 **List of other documents attached by tenderer** schedule 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 8: Contract Price Adjustment and/or Rate of Exchange Variation

8.1 Pricing Instructions:

8.2 Contract Price Adjustment (CPA) is not applicable to items tendered for Solutions/Licences in **Schedules A B C D E and F of the Price Schedule** for the duration of the contract. Mark-up percentage will be fixed for the duration of the contract. For each purchase order, a quotation must be submitted by the successful bidder which must be accompanied by an updated Original Software Manufacturer (OSM) recommended price list or Supplier Price List in order for the City to verify the purchase order price.

8.3 The rates tendered for Installation and Implementation (**Schedule G of the Price Schedule**) will be once-off at the commencement of the contract, and therefore not subject to Contract Price Adjustment. (CPA)

8.4 Only the rates tendered for Training, Maintenance and Support & Professional Services (Schedule H I and J of the Price Schedule) will be subject to contract price adjustment in terms of Consumer Price Index (CPI), as per the below CPA mechanism.

Contract Price Adjustment will be applicable as from commencement of the 13th month of the contract period.

Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment **annually** based on the **average** Consumer Price Index (CPI) as follows:

1st year: 12 months from date of commencement of contract. Firm – No request for price increases shall be entertained.

2nd year: From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the date of commencement. The end month shall be three (3) calendar months prior to the 12th month.

3rd year: From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 13th month. The end month shall be three (3) calendar months prior to 24th month.

4 th year: From start of 37th month to end of the 48th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 25th month. The end month shall be three (3) calendar months prior to 36th month.

5th year: From start of 49th month to end of the 60th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 37th month. The end month shall be three (3) calendar months prior to 48th month

6th year: From start of 61st month to end of the 72nd month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 49th month. The end month shall be three (3) calendar months prior to 60th month

7th year: From start of 73rd month to end of the 84th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 61st month. The end month shall be three (3) calendar months prior to 72nd month

8.5 CPA Process:

All requests for variation in the Contract price shall be submitted in writing as follows: By email to: CPA.Request@capetown.gov.za prior to the date upon which the price adjustment would become effective.

8.5.1 When submitting a claim for contract price adjustment the Contractor shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim. Contractor to apply for contract price adjustment timeously.

8.5.2 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

8.5.3 Process that will be followed

- Contractor submits all the documentation indicated above prior to the effective date of the variation.
- The City will consider the variation and based on the documentary evidence, the City may approve the variation.
- Letters authorising the price variation will be communicated to the contractor indicating the effective date.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] 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.
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

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

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.)

Schedule 10: Schedule for Promotion of Small and Micro Enterprises

Promotion of Small and Micro Enterprises

Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

SME partnership, sub-contracting, joint venture or consortiums

The tenderer shall provide information for the evaluation of their compliance with any Promotion of Micro and Small Enterprises:

Name of main contractor	Name of partnership/sub-contractor/JV/Consortium	To Small Enterprise? Y / N	To Micro Enterprise? Y / N

Tenderers must submit proof of all partnership/subcontracting/JV/Consortium arrangements identified on this schedule as an attachment hereto.

SIGNED ON BEHALF OF TENDERER:

Schedule 11: List of other documents attached by tenderer
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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.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 12: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender. Where the provided space is insufficient or the Tenderer is required or select to provide the requested information as an attachment to the tender response such attachment must be indexed and clearly reference to the section in the tender document where the information is requested as well as the relevant sub-schedule where space is provided for the response to the requested information.

The following information shall be provided with the Tender:

- a) OSM Accreditation/ Authorisation
Schedule 13A: Tenderers are to attach proof of OSM Accreditation/ Authorisation, as per clause 2.2.1.1.4 of the Eligibility Criteria.

- b) Functionality:
Schedules 13B to 13F: Tenderer's are to complete the Evidence to Functionality Schedules i.e. Schedules 13B, 13C, 13D, 13E and 13F as per clause 2.2.1.1. 5 of the Eligibility Criteria.

- c) Technical Schedule:
Schedules 13G to 13I: Tenderers are to complete Schedules 13G, 13H, and 13I, as per clause 2.2.1.1.6 of the Eligibility Criteria.

- d) Pricing Instructions – OSM Recommended Retail Price List:
Schedule 13J: Tenderers are to attach proof of the OSM Recommended Retail Price List as per clause 5.11 and 5.13 of the Pricing Instructions.

It must be noted that this information will not be used for evaluation purposes.

SIGNED ON BEHALF OF TENDERER:

Schedule 13A – Mandatory Requirement (Refer to paragraph 2.2.1.1.4 of the Eligibility Criteria)

Tenderers must be authorised or accredited by the OSM or copyright holder to sell, distribute, implement and support the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization, authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted.

Tenderers are to submit, either with their tender submission (attached to Schedule 13A), or within a specified timeframe after being requested to do so; proof of authority from the OSM to sell, distribute, implement and support the products of the OSM or copyright holder.

SIGNED ON BEHALF OF TENDERER:

Schedule 13B – Evidence to Functionality Schedule: Experience of the Company providing Human Capital Management Solutions (Refer paragraph 2.2.1.1.5.1 of the Eligibility Criteria)

Tenderer to demonstrate knowledge and experience in all of the following areas i.e. supply, implementation, migration, maintaining and supporting a Human Capital Management (HCM) Solutions including related niche solutions.

Please provide evidence of the number of continuous years the tenderer has been actively providing Human Capital Management Solutions to their client base. This evidence must be in the form of reference letters, on the referee's letterhead, specifying the details and scope of the Human Capital Management Solution, Role performed (Main Contractor, Sub-Contractor, etc.), the number of continuous years they have been actively receiving the Human Capital Management Solution from the tenderer, as well as all the referee's verifiable contact details.

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	NUMBER OF YEARS (DATES/ DURATION)	REFERENCE – CONTACT NAME	REFERENCE – CONTACT EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 13C – Evidence to Functionality Schedule: Size of the organisation (active solution users) where a HCM solution has been implemented (Refer paragraph 2.2.1.1.5.2 of the Eligibility Criteria)

Tenderer to demonstrate the size of the organisation (active solution users) where a HCM solution has been implemented at their clients indicating the number of users.

Please provide evidence in the form of verifiable references, specifying the number of internal and external users, as well as all the referee’s verifiable contact details.

CLIENT	SOLUTION PROVIDED	NUMBER OF USERS	DATES/ DURATION	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 13D – Evidence to Functionality Schedule: Operational Experience (Refer to paragraph 2.2.1.1.5.3 of the Eligibility Criteria)

Tenderer to demonstrate experience in post implementation software maintenance and support of a HCM Solution for their clients. Refer to **Section 13.8.9** in specifications for the overview of the Support and Maintenance requirements

Please provide evidence in the form of verifiable references, specifying the number of years providing operational maintenance and support, Role performed (Main Contractor, Sub-Contractor, etc.), as well as all the referee’s verifiable contact details.

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	DATES/ DURATION	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 13E – Evidence to Functionality Schedule: Comparable Project / Client (Refer to paragraph 2.2.1.1.5.4 of the Eligibility Criteria)

Tenderer to demonstrate where HCM solutions have been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Refer to Section 13. in specifications for the overview of the City's environment.

Please provide evidence, identifying the client indicating the size of the organisation in terms of number of system users, Role performed (Main Contractor, Sub-Contractor, etc.), where a Human Capital Management Solution was implemented within the last 5 years, or where implementation is still in progress. This evidence must be in the form of reference letters, on the referee's letterhead with the referee's verifiable contact details to be included.

CLIENT	SOLUTION PROVIDED	ROLE PERFORMED	NUMBER OF USERS	DATES/ DURATION	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 13F – Evidence to Functionality Schedule: Previous Implementation Project Value (Refer to paragraph 2.2.1.1.5.5 of the Eligibility Criteria)

Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting a HCM Solution within the last 5 years. Refer to Section 13. in specifications for the overview of the City's environment.

Please provide evidence in the form of a list of successfully completed project(s) within the last 5 years, showing the value of the project, name of the client and verifiable contact details.

CLIENT	SOLUTION PROVIDED	PROJECT VALUE	DATES/ DURATION	REFERENCE – NAME AND EMAIL ADDRESS

SIGNED ON BEHALF OF TENDERER:

Schedule 13G – Technical Schedule: Functional Requirements for HCM Core Solution
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.8.1 of Functional Requirements)

The functional requirements for the Human Capital Management Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / Partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation.

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Personnel Administration	Person model • Solution supports a comprehensive person model (e.g., tracks employees, contractors, alumni, beneficiaries, and/or other person types) • Solution has the ability to create, maintain and update employee information and Master data • Solution has the ability for input field validation to ensure data quality at input stage • Solution supports date & time stamped transactions for all transactions in the system. • Solution keeps an audit trail of all transactions including date and time stamp as well as who changed the information. • Solution has the ability to maintain details of special groups (secondment, special task, external casting or other) similar to ordinary employees or as defined by users • Solution has the ability to support a person model in terms of a single individual being able to hold multiple person types simultaneously (i.e., employee, beneficiary and mentor) • Solution has the ability to provide a single, global repository for basic			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	worker demographics (e.g., position/job data, personal data, work location, national ID, emergency contact, cost centre/GL code, citizenship/immigration data) • Solution has the ability to support global expatriate assignments / secondments • Solution can cater for the creation of many levels of employee group, employee sub-group combinations • Solution has the ability to track non-employees (i.e. Non-Permanent Employee groups and Sub groups), (contingent workers including temporary, independent contractors, staffing agency workers) • Solution has the ability to effective date critical records in the system (such as job history and salary history) • Solution supports bulk upload templates to load person and master data • Solution has the ability to check whether temporary worker does exist in the HR database by validating ID numbers • Solution has the ability to only create new temporary worker records if record does not exist • Solution has the ability to create bulk contracts • Solution has the ability to cater for early terminations			
	Workflow • Solution has the ability to cater for workflow automation that allows the creation of different levels of approvals as needed, varying by transaction, and which may vary by business unit /other org structure e.g. promotions • Solution provides ability to manage cross-application workflows to certain HR events (e.g., new hire) that triggers events in downstream systems (e.g., facilities, service desk) • Solution workflow utilises valid organisation structure to determine approval Delegation Of Authority			
	Document Management • Solution supports HR electronic document management with integration into Records and			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Document Management. • Solution has the ability for users to attach related documents to the employee record to build a “virtual personnel file”			
	Reporting & analytics: • Solution has standard and audit reports included as part of the core HR solution • Solution supports an ad hoc reporting tool (that enables users to quickly and easily build their own reports/dashboards) • Solution provides benchmarking, metrics and other drill-down analytics • Solution has embedded analytics to support decision making. • The solution supports global and local data privacy requirements including POPIA and GDPR			
	Employee record updates: • Solution allows employees to manage/update their profile information via self-service and execute targeted transactions (i.e., initiate notice of life event changes, etc.) • Solution allows managers to view and update employee information for which they have security rights			
	Mobility: • Solution provides mobile accessibility for employees and managers where employees can submit requests e.g. leave, training and the ability for Line managers to approve/reject			
	Tracking capability: • Solution has the ability to track employee and consultant visas, including required data elements, alerts to pending expiry, and renewal workflows • Solution has the ability to track worker participation in bargaining units, including bargaining unit rules by location and reporting required by the bargaining unit • Solution tracks work locations as a separate object/entity within the application. Describe how work locations are related to the organization structure and reporting EHS relationships in the Comments section.			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Solution has the ability to track complete employee dated history (e.g., job transfers and changes, compensation, promotions/demotions, skills/experience, training, company) • Solution has the ability to alert/notify the employee to take necessary action regarding the renewal of a passport • Solution facilitates the rehire process by enabling the user to attach previous work history, adjust service dates and verify eligibility for rehire			
	Master Data: • Solution provides standard migration templates available for migration of data without the need to do field to field mapping • Solution caters for historical data and master data take-on • Solution provides standardized data extract formats for providers including medical, dental and life • Solution supports mass data changes including benefit plan changes, bulk enrolment data			
	Integration Solution has capability to integrate to Organisational management, Time and attendance, Payroll, Assets and Talent Management modules			

Benefits Administration	• Solution provides benefits administration capabilities including health, pension, and allowances. • Solution supports country benefit schemes including support for superannuation/incapacitated schemes. • Solution records entry dates into programs and other changes in enrolment and/or effective dates. • Solution supports online benefits enrolment via employee self-service. • Solution provides tools to help administrators manage the open enrolment process. • Solution supports social/collaboration features incorporated into the benefits offering • Solution supports global benefits and related reimbursement. • Solution supports ACA compliance by tracking the notification/eligibility/change of status when an employee crosses average hour's thresholds. • Solution has the ability to determine eligibility for workers to participate in various benefit plans/schemes, including configuration options by organization, geography, job level or other criteria. • Solution handles income replacement plans including all types of life insurance, short-term disability, long-term disability and support for age-related premiums for employer and employee. • Solution supports deferred income/retirement/superannuation plans. • Solution administers flex spending accounts including medical, dependent care and legal. • Solution supports other benefit plan types such as tuition reimbursement, transit or supplemental benefits. • Solution supports all critical transactions in the system to be date driven. • Solution accommodates benefit deductions not taken and common rules/options for processing arrears • System automatically updates the allowances/benefits upon recognizing a change in an employee's dependent's status. • Solution restricts benefits to			
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	employees based on their employment status including serving a notice period. • Solution calculates termination benefits according to specified rules and policies and local labour law. • Solution caters for integration to assets to address objects on loan • Solution caters for recovery of personal loans on termination • Solution prioritizes benefits, identifying the order in which deductions will be taken from an employee's gross pay for example legal deductions first, health insurance second, savings third. • System manages integration to third-party providers for initial enrolments, life event changes, employment status changes • System supports benefits billing reconciliation. • System includes tools or processes to support benefit self-billing Solution has the ability to integrate with a conversational User Interface (virtual assistant/chatbot) Reporting: • Solution provides embedded analytics to support decision making • Systems includes an ad hoc reporting tool that enables users to quickly and easily build their own reports/dashboards			
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Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Organisational Management	• Solution supports organization structures for different entities in the same database instance (e.g., one entity may use position management while another does not) • Solution allows user level access to allow Line Departments to extract up to date data and request changes. Line Departments not to have export rights to Departments in another Directorate • Solution provides visualization (org chart, other) of the organizational structure, both hierarchical and matrixed • Solution has the ability to display a Company Org structure graphically depicting number of employees / positions relating to an Org unit e.g. department for statistical reasons • Solution has analytics dashboard that provides access to total structural changes made per Directorate • Solution has the ability to print and export Org charts in flexible ways. • Solution is able to export org structures to Block and line diagrams. • Solution supports Org structures/charts to be exportable to PDF, .xls or .cvs (Excel format: Position ID, Reporting lines, T grades, Names (POPIA dependent), Org unit, Branch and Department information.) • Solution provides drill-down functionality where Manager has the ability to print/view only his own Org structure • Solution has the ability to search departments, positions, and persons within the latest org structures easily			
	Org structure Modelling: • Solution has the ability to model organizational restructuring, including visually displaying potential impact from an organizational structure, headcount and total compensation • Solution allows org structure change request be done via a service request workflow/portal (in order to conform to the Organisational Policy). Services			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	include: ○ Organisational structure design / re-design ○ Workload assessment and workforce utilisation ○ RASCI analysis ○ Capability modelling ○ Business Process Mapping and Modelling. • Solution has the capability to cater for planned Organization Structures • Solution has the ability to record changes to organizational structure by effective dates • Solution has ability to display Org structure change history for at least 6 months • Solution should trigger alerts when updates are made to Department structures, and reporting lines (Alerts for T-grade not required) with the ability for alerts to be customised to those who receive them. • Solution supports mass changes for job, position and other user-defined selections of data • Solution supports for the provision of bulk positions per Organisation Units in line with specific project start/end-dates • Solution provides a single, global repository for basic worker demographics including position/job data, personal data, work location, national ID, emergency contact, cost centre/GL code, citizenship/immigration data • Solution supports multiple concurrent reporting relationships views/structures including hierarchical, matrix, project, team, etc. • Solution supports Org Management functionality to provide up-to-date information on Org structure, reporting lines, vacancies, Position numbers, Tgrade levels, etc. • Solution supports jobs and positions as separate data structures. • Solution can provide a history of all positions a person has occupied during career at COCT.			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Job profiles / Job evaluation: • Solution must have tools to assist constructing Job Profiles Solution supports the ability to build Job profiles by using searchable drop-downs utilising standardised skill, competencies, responsibilities, education, certification libraries • Solution supports a digitalized Job Evaluation process with approval/rejection options for implementation via configurable workflows • Solution supports Line Management to be able to upload / capture Job Evaluation submissions and supporting documents on the system in a User Friendly easily readable format. System should carry large upload capacity and integrated with Records Management System. • Solution must further permit the population of Free Text into electronic Job profile Templates where and when required by authorised UsersSolution supports Line Management to be able to draw individual reports relating to their post history • Solution provides standard Organisation Management reporting • The solution provides an option for customized structured reports • Solution supports filtering options on reports to only depict information for a specific directorate • Solution has the ability to flag vacant positions. • Solution has a dashboard/view of all the vacant positions reporting to a Line Manager • Solution supports Interactive expansion and collapse of org structures of each Department, Branch, etc. with each position's JD that can be opened from the structure and viewed Org management position number integration critical. • Solution supports position management including the ability to manage budget details for (FTE count, average straight time hourly			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	rate by position, PCP simulations on Position, Wage curves etc. • Solution should include a Position Management Workflow process for approval of maintaining and managing positions on the staff establishment. This workflow process should have access for multiple approvers/recommenders along the workflow approval path derived from the organisational structure hierarchy. • Solution has the ability to cater for dotted line position relationships reporting to secondary manager as well. Example where Chief of Staff reports to Mayor as well • Solution has the ability to define all or parts of the organization as subject to "position control," where positions must be budgeted and approved in order for replacements and/or new positions to be filled • Solution supports the concept of multiple roles where a person may not be in more than one or more positions, but may also have one or more roles associated with each of those positions. • Solution has the ability to effective date critical records in the system for example job history and salary history • Solution supports multiple detailed job competency models (e.g., behaviours, behavioural anchors, interview questions, developmental options) across functions • Solution provides mobile accessibility for employees and managers to view relevant org charts with a restricted view to only view information relevant to an employee or a view for manager of all employees reporting to him/her (POPI compliance) • Solution provides Line Departments a real-time "Client View" of their Department in terms of vacancies, As-Is structures, etc. • Solution provides Org Management functionality to provide up-to date information on Org structure, reporting lines, vacancies, Position numbers, Tgrade levels, etc. • Solution provides Org			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Management functionality to be able to integrate with BI Enterprise tools (or future tools) that will store Departmental BPAs, roles, functions, Standard Operating Procedures, etc. and linking these information to org charts and resources • Solution cater for workflow automation that allows the creation of different levels of approvals as needed, varying by transaction, and which may vary by business unit/other org structure • Solution supports Delegated approvals • Solution has the ability to define certain limits and business rules for any combination of job category, job or grade required. • Solution should be user-friendly and self-explanatory to use. • Solution allows competencies to be drawn from a qualifications catalogue			
	Document Management: • Solution supports HR electronic document management integrated to Records and document Management system • Solution has the ability for users to attach related documents to the employee record to build a “virtual personnel file” Integrated to Personal Administration.			
	Integration • Solution has capability to integrate to Personnel administration, Time and attendance, Payroll and Talent Management modules			
Time & Attendance	• Solution enables customization of the time and attendance rule engine to incorporate existing pay and labour agreements. • Solution records the working time and attendance and calculates pay for hourly-paid workers. • Solution provides ability to upload timesheets electronically • Solution provides for bulk timesheet uploads • Solution has the capability to integrate into clock-in/clock-out systems • Solution supports mobile solutions for clock-in/clock-out time including GPS Coordinates /Geo location for workers spread over a wide area			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Solution has ability to manage leave quotas and calculates remainder • Solution records planned and unplanned absence of employees. Includes features to track and calculate accrued paid-time-off. • Solution prompts employees to affirm that their working time and attendance has been correctly recorded. • Solution incorporates functions to automate administrative tasks, such as auto approval/denial of leave requests or time exception processing • Solution supports all critical transactions in the system to be date driven. Integration • Solution has capability to integrate to Personnel administration, Organisational Management, Payroll and Talent Management modules			

SIGNED ON BEHALF OF TENDERER:

**Schedule 13H – Technical Schedule: Functional Requirements for Talent Management Solution
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.8.2 of Functional Requirements)**

The functional requirements for the Human Capital Management Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation.

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Talent Acquisition, Recruitment Management and Onboarding	Talent Acquisition / Recruitment General • Solution has the ability to trigger the recruitment process from vacant positions • Solution supports the provision of bulk vacant positions per Organisation Unit in line with specific project start/end-dates (Integration to Position management) • Solution has the ability to populate Job information and competencies from Job profile for vacant position • Solution has the ability for a candidate to register on the system, capture mandatory personal information incl. address, geo-location if available and capture resume including skills and experience • Solution has the ability to do a level of field validation on mandatory fields at input to ensure data quality and ensure candidates are not duplicated • Solution has the ability to receive applications which includes minimum mandatory information and documents like scanned ID documents, proof of address • Solution makes provision for talent pools/applicant pipelines where all applicant/candidate information can be stored • Solution supports a randomiser algorithm where specific candidates in a specific talent pool can be randomly selected where certain parameters for			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	inclusion/exclusion can be specified e.g. number of job seekers required, skill type, area etc. • Solution has the ability to communicate with applicants including temporary workers via various methods e.g. e-mails and SMS • Solution supports upload of mass hire templates to accommodate registration process where job applications are captured manually into an electronic format e.g. spreadsheets for uploads • Solution has the ability to track internal & external candidates through social marketing, employer branding, career sites, mobile campaigns • Solution has the ability to store all candidate information in database (Pipeline) • Solution has the ability to link to internal employee skill base and job Seeker database • Solution has the ability to specify minimum requirements for candidates • Solution has the ability to filter candidates using criteria including a search criteria option Access/Authentication • Solution has role based authentication with relevant access to functions based on specific roles Solution has an administrator role to control access to functions			
	Job publishing / Advertising • Solution has the ability to advertise on Multiple websites for specific users (e.g., college, experienced, diversity) • Solution has the ability to integrate to social media and do social marketing • Solution has the ability to customise/control the site's "look and feel" • Solution supports the availability of Career site content management tools • Solution has the ability to provide an audit trail of all communication and candidate correspondence • Solution has the ability to Include customizable "terms and conditions" and require acceptance prior to accepting resumes/CVs • Solution supports candidates to get on-line assistance when applying or creating their profile • Solution has the ability to store all relevant documentation e.g. CV's integrated to Records and Document			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	management • Solution has the ability to receive a dedicated application per job posting			
	Requisitions • Solution allows steps for creating requisitions • Solution has the ability for Managers to approve / reject job requisitions / record reason for rejection • Solution has ability to do bulk approvals for Temporary workers • Solution has the ability to approve requisitions without logging in to Application and supports e-mail approvals • Solution has the ability to assign pre-screening questions to requisitions • Solution can route requisitions through defined approval process with multiple levels of approval and intelligent routing • Solution caters for Searching the database for existing candidates for matches (both recruiters and managers) • Solution caters for Intelligent matching of requisition requirements to resumes/CVs and ranking capability • Solution caters for searching candidates by application status (responded, screened, interviewed, etc.) – Application Pipeline • Solution has the ability to post position to internal job board for predetermined number of days before releasing to employment website/job boards • Solution has the ability to post to employment website automatically • Solution has the ability to post to external job boards directly from CCT Website • Solution has the ability to post to diversity, industry/job-specific and other specialized job boards, directly from user interface • Solution has the ability to post rules that allow sending of all jobs to appropriate general boards, and only specialized jobs to niche boards • Solution has the ability to update changed requisitions to job board automatically • Solution has the ability to provide templates for posting similar jobs, as opposed to posting from scratch • Solution has the ability to match the look of job postings to corporate site • Solution has the ability to post a single			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	job in multiple languages • Solution has the ability to route pre-screened candidates to hiring manager/recruiter for immediate action • Solution has the ability to route randomly selected candidates meeting minimum requirements to hiring manager/recruiter for immediate action (Special projects / Temporary worker process) • Solution has the ability to customise workflow of hiring process • Solution has the ability to differentiate and track all types of candidates (internal, external, contractors, consultants, etc.) • Solution has the ability to place requisitions "on hold" • Solution has the ability to Interface with interviewer's calendaring program (e.g., Outlook) • Solution has the ability for an automatic web scheduling interface allowing candidates to select from available interviewing times • Solution has the ability for notifications of interview schedule to be sent to all constituents (e.g., email alert to interviewers and candidate) • Solution has the ability to review a candidate's resume, rate each competency (skills, knowledge, training, experience, expertise) and add comments for each competency • Solution has the ability to make recommendation for best practice interview questions library/interview guides • Solution has the ability to make recommendations for best practice competencies and competency library • Solution has the ability to provide Free text for interview notes • Solution has the ability to administer assessments • Solution has the ability for restricted interview feedback notes (prepopulated drop-down selections) • Solution has the ability to define requirements for reference checks prior to offer generation • Solution has the ability to ask for references through system • Solution has the ability to store reference check notes • Solution has the ability to provide an integrated score matrix • Solution has the ability for Bidirectional			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	transfer of vendor screening requests and data to/from company and vendor (e.g., background investigation, drug screening, etc.) • Solution has the ability to validate against Employee Relations database whether applicant has previously been suspended or left while under investigation • Solution has the ability to notify successful candidates via e-mails and sms • Solution has the ability to store multiple offer-letter templates • Solution has the ability to Auto populate offer letter • Solution has the ability to Route offer for approval / rejection based on defined business rules • Solution has the ability to Offer disposition and renegotiation • Solution has the ability to reroute negotiated offer for approval • Solution has the ability to approve offers without logging in to application but allow e-mail approvals • Solution has the ability to generate multiple or batch offer letters • Solution has the ability to automatically close requisitions upon filling the vacant position • Solution has the ability to Remove job postings from corporate website and job boards automatically when requisitions are filled • Solution has the ability to notify candidates not hired of status (rejection letter/e-mail) • Solution has the ability to customise rejection letters/e-mails • Solution has the ability to integrate with on-boarding process			
	On-Boarding • The solution caters for Onboarding new hires to ensure the new recruit is productive from the start • Solution has the ability to communicate with new recruits / temporary workers via various methods e.g. e-mails and SMS • The solution provides for Onboarding electronic forms with customised workflow for Compliance (e.g. UI19 for Unemployment Insurance Fund, Declaration of interest, Code of Conduct etc.), Access control, parking,			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Computer requests and applicable custom worksheets - The solution provides the ability to trigger an induction course to the new employee - Solution has the ability to distribute default goal templates for Individual Performance Management - On completion of induction, mandatory follow-on training must be automatically scheduled including Workplace Skills Plan learning plans with integration into Individual Performance Management & Person Development Plans as well as the City LEAD programme and workflow to Organisational Development to initiate coaching or mentoring Off-Boarding - The solution caters for off-boarding termination actions to ensure the employee / non - employee is not active any more - Solution has the ability to initiate bulk off-boarding actions - Solution has the ability to provide certificates of service - Solution has the ability to cater for early terminations - Solution provides for Off-boarding electronic forms with workflow for Compliance handing in Access Cards, ID cards, parking disks, Computers and any other equipment issued to the employee that needs to be returned - Solution provides for Off-boarding electronic forms with workflow for staff terminations to alert Human Resources Business Partners in order for exit interviews to be conducted - Solution has the ability to integrate into access control systems and Employee Relations database to automatically trigger an action to revoke access temporary to systems and premises when temporary suspension is enforced - Solution has the ability to integrate into access control systems to automatically trigger and action to revoke access to systems and premises when employment is terminated - Solution caters for Off boarding process to trigger Individual			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Performance Management process closeout • Solution has the ability to reactivate a contract when extension of contract was approved			
	Mobility • Solution has the ability to enable functionality on any mobile device for candidates to apply and track status • Solution has the ability to enable functionality on any mobile device for managers and track status • Solution has the ability for Managers to approve / reject requisitions and job offers via Mobile			
	Reporting, Dashboard & Analytics • Solution has the ability to generate and build custom ad-hoc recruiting reports in a flexible manner e.g. Requisition status report • Solution has the ability to display dashboards, generate recruitment analytics and KPI'S e.g. time to fill vacancy, highest interview by recruitment source • Solution has the ability to report on various stages in the recruitment process • Solution has the ability to link with National EPWP reporting system Data specific • Solution has the ability to archive data • Solution has the ability to import / export data from/to external databases via relevant API's • Solution has the ability to enable a level of data / field validation on import to ensure data integrity			

INDIVIDUAL PERFORMANCE MANAGMENT

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Individual Performance Management	Foundation • Solution has the ability to track a person through all the potential relationships with the organization. • Solution has the ability to support a formal "reports to" direct supervisory relationship. • Solution supports development of job descriptions and job description libraries. • The solution enables employees to manage/update their profile information. • System supports proxy users. • System supports document management and attachments via Records and document Management • The solution provides mobile accessibility to employees and managers • Solution provides support for multiple languages • Solution provides support for multiple currencies and formats (date, time, etc.)			
	Competencies Administration / Competency • Solution supports organization, managerial, job-specific and individual competencies at a high level across talent management functions • Solution supports multiple, detailed job competency models (e.g., behaviours, behavioural anchors, interview questions, developmental options) across talent management functions • Solution enables competencies to be tightly integrated into talent management processes. • Solution supports job and individual competencies at a high level • Solution supports multiple, detailed job competency models • Solution enables			

	competencies to be tightly integrated into performance management processes, including personal development plans ,integration to PDP process to close competency gaps, career planning and succession management			
	Goals and Objective Management • Solution has the ability for corporate mission/goals to be established independently of departmental/individual goals • Solution's goal model is robust and has support for stretch targets, action items, resources required, competencies, developmental items • Solution caters for goals that can be linked to other goals • Solution caters for the cascading of goals from various levels e.g. company, department, teams • Solution caters for non-hierarchical linking of goals • Solution caters for goals that can have configurable priorities and weightings for measuring purposes • Solution supports goals that can be managed independently of the appraisal • Solution caters for goals that can be integrated into the performance appraisal • Solution caters for Managers that can assign goals to employees • Solution caters for Managers that can assign specific probation goals for new employees including competencies • Solution caters for Managers that can assign goals to matrixed employees • Solution caters for employees to create their own goals for personal development. Goals can include a number of attributes, including links to competencies that the employee plans to develop for current or future roles • Solution caters for employees who can suggest their own goals e.g. learning			

	interventions/courses which requires manager approval • Solution caters for goals that can be assigned in bulk to teams, groups, selected employees • Solution caters for goals that can have shared objectives within the team and across teams/organizational hierarchy • Solution allows for goal progress to be updated by employees • Solution allows for goal progress to be updated by employees via mobile devices • Solution allows for goal progress to be shared via internal social networking tools • Solution caters for permissions to be set for goals and progress to be public, private or by defined groups/roles/individuals • Solution caters for Visualizations to provide line-of-sight capability, showing how other goals/objectives are related to organizational goals/objectives • Solution provides visualizations/dashboards to employees with view into goals and completion status • Solution provides visualizations/dashboards to managers, executives and administrators with view into goals and completion status, with filtering and search for targeted views			
	Check-in / Coaching Management • Solution supports and documents manager-employee check-ins • Solution provides real-time check-in frequency that is configurable • Solution provides real-time check-in scheduling which is integrated into Outlook (or other) calendars • Solution provides for specific probation goals and objectives to be incorporated into check-in period • Solution provides for specific Performance Improvement Planning goals and objectives to be incorporated			

	into check-in period • Solution supports Objectives and Key Results (OKR's) • Solution supports specific probation Objectives and Key Results (OKR's) • Solution supports specific Performance Improvement Process Objectives and Key Results (OKR's) • Solution support attachments that can be used to support check-ins • Solution caters for rewards and recognition that can be awarded as part of check-in process			
	• Solution caters for ongoing check-in notes that can be entered by employees and managers • Solution caters for ongoing check in notes that can be managed via mobile devices • Solution caters for managers who can perform check-ins with matrixed employees • Solution caters for mentors that can perform check-ins for designated goals and objectives • Solution caters for coaches that can perform check-ins on progress regarding development, performance or other categories of coaching • Solution caters for Check-in history that can be used within formal performance reviews • Solution must support Check-ins and formal employee reviews • Solution provides Visualizations/dashboards to employees with view into check-in history • Solution provides Visualizations/dashboards for managers, executives, administrators with view into check-in completion status with filtering and search for targeted views			

	Performance Reviews / Appraisals / Feedback • Solution caters for a flexible document structure with workflow tied to the document/template • Solution provides Workflow, goals and development plans that are defined independently of appraisals, but can be integrated as part of appraisal definition • Solution provides delayed workflow processing which is time dependant. • Solution has the ability to set-up Performance Goal setting and Performance Appraisal schedules at the start of the new Performance cycle and to be able to set cut-off dates for Performance contracts and appraisal reviews. • Solution provides Multiple rating scale capabilities to be available and configurable as required • Solution provides the ability of an employee to rate themselves and ability for manager to rate employees on pre-determined rating scales • Solution provides the ability to flag underperforming employees and trigger performance Improvement Processes • Solution provides a flexible setup of the assessment instrument, including a choice of reviewers via 360 degree multi-rater reviews to get a more objective view. • Solution provides for advanced rater controls to be available (minimum/maximum raters) • Solution provides flexible gap analysis where current performance is compared with the desired expected performance. • Solution provides the ability for training interventions to be identified to close gaps • Solution supports continuous appraisals without ratings as part of informal check-ins. • Solution supports continuous appraisals without ratings as part of probation check-ins. • Solution supports continuous			
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	appraisals without ratings as part of Performance Improvement Process check-ins. • Solution provides tight integration with development planning at the proficiency level and roll-up of gap analysis to organizational level • Solution provides for tight integration with competency management to record the competencies required to carry out the job and highlight gaps that may exist • Solution has a legal scan function to review comments for relevance in terms of objectivity, harshness and wording that could be political incorrect. • Solution provides comment suggestion/writing assistant based on the competency model for feedback to employees • Solution has spell-checker functionality • Solution provides integration with succession planning effectively ensuring up to date and relevant information for 9-box grid integration and assessment • Solution provides for comment suggestion/writing assistant to be available from multi-rater feedback or social networking and support for comments • Solution provide ratings distribution for a job or organizational unit to managers, executives, administrators, or other roles as defined • Solution functionality allows ratings distribution (by job or organizational unit) to be seen and updated online by all management participants • Solution provides for Employees who can record journal notes throughout the appraisal period and selectively attach them to the performance appraisal • Solution provides for Managers who can record journal notes throughout the appraisal period and selectively attach them to the			
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	performance appraisal • Solution's Journal notes can be private, viewable by employee/manager only • Solution provides coaching tips that is available to managers in the performance review • Solution provides for social feedback to be viewed when line manager conducts performance appraisal • Solution supports informal/social feedback on a peer-to-peer basis • Solution supports social recognition (thanks, kudos) on a peer-to-peer basis • Solution has the ability for visibility of Social/informal feedback and/or recognition in the enterprise social networking activity stream, dashboard or other enterprise wide communication channel • Solution uses game mechanics to encourage participation, feedback and recognition • Solution's Performance review outcomes are integrated to Remuneration/Compensation			
	Calibration • Solution has the ability to provide an integrated n-box grid • Solution has the ability for a flexible set up of the calibration process including a choice of calibration participants • Solution has the ability to configure Axis and box definitions and inputs for example performance rating replaced with goal attainment % • Solution supports a configurable number of boxes • Solution supports approvals at each roll-up stage according to workflow set-up • Solution can enforce box distribution rules • Solution provides tight integration with career development planning at an individual level • Solution provides tight integration with compensation to initiate resulting variable pay, merit			

	increases or equity assignment • Solution provides tight integration with learning to initiate program and/or course enrolments • Solution provides tight integration with administrative HR to initiate resulting job data changes • Solution provides tight integration with succession planning to initiate succession plan eligibility and assignment • Solution provides for social feedback that can be selectively included at an individual level within calibration review process • Solution provides for notes from coaching check-ins to be selectively included at an individual level within calibration process • Solution functionality provides visibility of box distribution for a job or organizational unit to managers, executives, administrators or other roles, as defined • Solution functionality allows box distribution (by job or organizational unit) to be seen and commented on by all management participants of the group being assessed • Solution provides Visualization of box assignment movement over time • Solution provides "span of control" visibility throughout the calibration process • Solution provides insight into diversity impacts • Solution's calibration tool can be used by managers as a stand-alone assessment tool outside of the formal calibration process • Solution's calibration tool can be used for a defined subset of the employee population • Solution's calibration tool can support multiple concurrent configurations and processes for different employee populations, such as by job or organizational unit • Solution caters for artificial intelligence that is used to			
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	assist with calibration placement			
	Usability • Solution provides straightforward graphical user interface (GUI) and navigation • Solution provides a browser-based interface • Solution provides Mobile accessibility • Solution caters for Access control to system and data • Solution provides Line Management with the ability to generate individual performance reports relating to their staff • Solution caters for Secure logon and authorization			
	Reporting and analytics • Solution provides standard, real-time reports that can be run on demand • Solution allows access to reports and dashboards based on role • Solution allows users to filter and sort information to create custom views • Solution provides dashboard and analytics for executives, managers and administrators • Solution provides visualization tools to improve visibility into performance management processes and conditions, as well as discerning trends and projections • Solution has the ability to export to other applications, such as Microsoft Office tools • Solution caters for a restricted view to certain data elements within reports based on role			

	• or other security components • Solution has the ability to create custom reports via wizards that can be saved in a library for access by other users • Solution can establish scheduled report subscriptions that can be sent via email, SMS or other method • Solution has an Alert/notification system advising of updated reports via subscription service • Solution provides Business Intelligent Reporting			
	Integration • Solution provides integration/interface tool capabilities for data import/export, web services, APIs • Solution is designed to operate on data stored within its own database, or can be configured to source/access data from other operational databases e.g. RMDM Solution • Solution uses and supports various messaging formats • Solution provides interfaces which can be used to view and query any data in the system • Solution supports Hybrid deployment support (service in cloud and on-premises) available • Solution provides SDKs including command line interfaces and wrappers for programmatic interfaces available • Solution caters for the following: ○ Competency Definitions and descriptions ○ Job Descriptions ○ Work Style Assessments			

	Personal Development plan • Solution caters for the Personal Development Plan (PDP) as part of the Individual Performance Management assessment process • Solution allows reporting on PDP only • Solution caters for Integration of PDP and Work Skills Plan as explained below: • Solution caters for Individual training plans as identified by the Training Needs Analysis (TNI) process which will feed into the IPM PDP • These plans once approved should feed into the learning platform and cater for the following: ○ Costs to be pulled through if training identified is already on the learning platform, alternatively if cost that are identified at the TNI stage are not part of the learning platform the process must be able to take input (cost) at this stage and feed into the learning platform ○ If at the TNI stage training is identified that does not form part of the learning platform the system should then create this entry on the learning platform ○ This costs per staff member for the TNI should link to the Departmental Cost Centre Budgets and reflected in the WSP statutory reporting which is governed by law. • Solution is integrated with T&I • Solution is integrated with succession planning • Solution can produce IPM outcome letters, which have different wording based on the level of performance. • Solution has ability for letters to be signed electronically, and the signature may change year to year depending on who the ED			
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	Corporate Services is at the time. • Solution caters for “Time released delayed workflow” where workflow can be delayed to a specific date in future for a next review to occur • Solution has the ability to copy documents from one year to the next - Reuse • Solution Incorporates onboarding and IPM training where the solution can generate a template after onboarding to ensure new employees can access IPM. • Solution caters for Off boarding process to trigger IPM process closeout • Solution caters for Matrix KPAs incorporated into employees drop down • Solution caters for Team Assessments linked to Key Performance Area for the Team • Solution caters for archiving of IPM records to our specification – out of managers and employee spaces into an archive for access by IPM administrators			
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LEARNING, TRAINING AND DEVELOPMENT

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Learning, Training and Development	Registration • Solution has the ability to schedule a variety of learning activities, in addition to formal classroom instructions (for example, on-the-job training and e-learning) • Solution has the ability to generate automated notifications via email to managers and learners when registering for learning events • Solution has the ability to create business rules for courseware access and enrolment • Solution has the ability to send confirmations and cancellations • Solution has the ability to send pre-event reminder notifications • Solution has the ability to set registration open/close dates. • Solution has the ability to specify certain cut-off dates and times for courses depending on course requirements and whether it involves external vendors with their own deadline requirements. • Solution has the ability to create waitlists and track status • Solution has the ability to permit individual and batch enrolment • Solution has the ability to handle prerequisites during registration to ensure only learners that meet the pre-requisites can register • Solution has the ability to restrict the course catalogue to certain groups of employees			
	Tracking & scheduling • Solution has the ability to track a variety of learning activities like on-the-job training and e-learning in addition to formal classroom instructions.			

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Solution has the ability for manual and automatic assignment of learning plans to individual learners and groups e.g. induction course to be assigned for all new employees automatically as part of Onboarding • On completion of induction, mandatory follow-on training must be automatically scheduled including Workplace Skills Plan learning plans with integration into Individual Performance Management & Person Development Plans • Solution has the ability for compliance and mandatory training notification, tracking and scheduling. • Solution has the flexibility to set the pre-warning notification periods before regulatory compliance and other training are expiring • Solution has the ability to send notifications based on the specified periods to learners, Line Managers and Administrators • Solution has the ability to send reminders prior to expiry • Solution has the ability to track assignments • Solution has the ability to track continuing education and certification including curriculum requirements for a fixed number of hours or number of courses specified as part the particular curriculum. • Solution has the ability to provide calendars for learners, managers and administrators, showing courses and assignments • Solution has the ability to access learner roster for an enrolled class • Solution has the ability for manually edit tracking and completion data for a learner			
	• Solution has the ability to create an appointment in a calendar (such as Microsoft Outlook) when a learner signs up for a course			

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Solution has the ability to check conflicts when creating an appointment in a calendar such as Microsoft Outlook			
	Usability - Solution has a straightforward graphical user interface (GUI) and navigation ability - Solution makes provision for a browser-based interface - Solution has the ability to natively supports mobile operating systems including iOS, Android and Windows - Solution has the ability to create customized, user-configurable portals and homepages - Solution has the ability to brand multiple domains for different audiences - Solution has the ability to make learner-specific recommendations for training based on interests, job role, skill level, historical activities - Solution has the capability for learners to take notes during courses - Solution supports for live chat during courses - Solution has the ability to link learning objects and services - Solution has bookmarking ability of learning objects, videos and services - Solution provides workflow capability for commonly performed actions like booking approvals by line manager and cost centre owner and escalations. - Solution provides access control to system and data - Solution has the Ability to provide secure login and role based authorization - Solution has the ability for learners to create and review learning plans - Solution has the ability to create a personalized learning path - Solution supports trending content and most popular playlists (learning content)			

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Solution supports for multiple languages • Solution has the ability to Update demographic information • Solution has the ability to select language and time zone preferences			
	Talent Development • Solution provides for configurable job profiles and skill requirements • Solution provides ability to create personalized learning plans with completion due dates • Solution provides for Training Needs Analysis (TNI) based training courses identified in the PDP process • Solution caters for the approval of these courses that should feed into the learning platform and cater for the following: ○ Pulling through of the costs if training identified is already on the learning platform, alternatively if cost that are identified at the TNI stage are not part of the learning platform ,the process must be able to take input (cost) at this stage and feed into the learning platform ○ If at the TNI stage training is identified that does not form part of the learning platform the system should then create this entry on the learning platform ○ Solution to cater for these costs per staff member for the TNI should link to the Departmental Cost Centre Budgets to be reflected in the WSP statutory reporting requirements governed by law.			

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Solution provides ability to create personalized learning paths configurable by individual (i.e. role, department, interests, etc...) • Solution provides ability to provide competency models with related learning activities • Solution provides ability to perform gap analysis (comparison of current skills and the skills required for a desired job position)			
	Assessments • Solution provides ability to create tests, exercises and surveys from Question & Answer pools • Solution provides ability to set parameters for tests and exercises for example, duration, number of attempts allowed, passing scores • Solution provides ability to support multiple response formats such as true/false, multiple choice • Solution provides ability to collect and analyse test results • Solution provides ability to set passing scores for a test			
	• Solution provides ability for tests can be auto-graded by the system • Solution provides capability to project curriculum completion based on test scores			
	Content Authoring & Development • Solution offers content authoring tools for corporate learning including various types of content creation tool support for standard authoring, video creation, simulation and immersive learning environments • Solution provides the ability to easily create content that is either user-generated or created by Internal content development e.g. simulations • Solution provides the ability to Import content utilising standards like Content Object Reference Model (SCORM)			

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Solution provides ability to Import content created using third-party applications • Solution provides ability to Import custom content developed by third parties • Solution provides ability for courseware content repository management • Solution provides capability to create videos • Solution provides ability to do revision tracking, with notifications if learners need to be retrained and retested e.g. regulatory training which must re-done yearly etc.			
	Content Management & Distribution • Solution has the ability for provisioning and tracking of multiple content types • Solution supports micro-learning (Short snippets of information / learning material at a time vs. long courses) .mostly on-line • Solution provides text transcripts of video learning assets • Solution provides ability to combine multiple types of learning (i.e., instructor led training [ILT], online, webcasts, video) into a single course • Solution provides ability to do content rating and annotation • Solution provides search capability across all content types and using a variety of filters • Solution provides advanced search functionality (e.g., the ability to search within videos) • Solution provides offline support, such as for an offline desktop player • Solution provides ability to create course delivery to mobile devices such as smartphones and tablets • Solution provides ability to restrict access based on time of day (i.e., working hours) or location			

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Solution provides for the creation of course catalogues by domain • Solution provides its own learning content library and off-the-shelf courses • Solution provides ability to load third-party content from various libraries for example Skillsoft, LinkedIn Learning, Open Sesame			
	Communication & Collaboration • Solution provides ability to create social profiles • Solution provides search function for social profiles to find people with desired experience • Solution provides ability to group users based on learning activities or events • Solution can create activities and alerts based on group or learning topic			
	• Solution provides support for learning communities to create and share learning objects such as blogs, wikis, informal discussions and workspaces • Solution has the ability for learners to be automatically assigned to communities • Solution supports email as part of the corporate learning system • Solution is integrated with corporate email system • Solution provides the ability for automatic personalization of emails • Solution provides integration with existing collaboration and social software tools, such as workspaces, wikis,			

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	chat programs			
	Support industry Standards • Solution support the following Industry standards: ◦ SCORM version 1.2 or later			
	Reporting & analysis • Solution provides standard, real-time reports that can be run on-demand • Solution allows users to filter and sort information to create custom views • Solution provides Dashboard and analytics for executives, managers and administrators • Solution offer graphical and textual representations of data • Solution provides the ability to export to other applications, such as Microsoft Office tools • Solution allows access to reports based on role • Solution provides services to develop custom reports • Solution provides wizards so users can create custom reports • Solution provides predictive analytics (recommendations, best class, content, etc.) • Solution has the ability to integrate with analytics and dashboard providers such as IBM, Microsoft, Oracle, SAP, SAS, etc. Key requirement - reporting			

Functional Requirement Category	Core Functional requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	E-Commerce • Solution integrates with e-commerce support for course payment with external vendors • Solution integrates with payment system for tracking internal costs and chargebacks • Solution supports multiple currencies • Solution has the ability to group users based on learning activities or events • Solution has the ability to show related products for upsell			

SUCCESSION MANAGEMENT

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Succession Management	People Analytics • Solution provides a platform that allows for the development of a people analytics dashboard, which is fully integrated with HR related processes (IPM, Recruitment, Remuneration, Payroll, Org Management, Learning and Development, Succession planning, strategic workforce plans). • Solution provides a People analytics dashboard which is fully interactive and filtered according to various criteria (e.g. If I click on a directorate, then should filter by department so I can see all HR related information e.g. terminations, vacancy rates, staff hiring, training info, staff mobility e.g. promotions), it should also include all employee info (Job-Grade, Name, Surname, Position etc.). • Solution allows for reporting on metrics (voluntary and involuntary movement of talent e.g. retirements, acquisitions, promotions, resignations, etc.) and other OD processes (Attendance at leadership programmes and change training) to inform OD Interventions e.g. ○ Strategic Workforce Plans and Succession Planning. ○ Organisation Development Team Enablement Sessions ○ Monitor Talent Mobility across the City • Solution caters for an online Advancement process by building talent pools per department • Solution has features which allow users to create and export interactive dashboards based on live data from the system. • Software should have the ability to produce predictive analytics based on HR and staff data which also informs OD and Talent Processes regarding the optimized organizational model and culture. • Solution provides visualisation effects and tools • Solution provides Heat map that is interactive – hovering function which flags departments engaged			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	(e.g. hover over directorate, ability to see a pop up that indicates highest number of interactions are with department z with ability to drill-down into detail. • Solution provides Quick response times • Solution caters for a Org structure filter • Solution provides for a Service request form to send auto-response acknowledging submission when request is opened • System provides monthly updates of all HR and talent related info like Talent mobility e.g. promotions and new appointments, Advancements, IPM and Succession planning • Solution should be user-friendly and interactive			
	Specific Reporting • Solution has the ability to extract monthly & quarterly data on the following: (Flexible date/period selection) ○ Total number of department engagements/interventions ○ Total number of departments engaged per directorate (per OEI Branch) ○ Total number of transversal projects/collaborations ○ Types of engagements in each department, segmented by OEI branch ○ Number of service requests received (total, per service type, per branch) ○ Needs to reflect the status of the engagements per department (commenced, in progress or concluded, follow up required) • Solution has updated HR reporting software where data is accurate and allows users to draw relevant reports. • Solution provides Organisation Development to access BI's BPAs for each Department			
	Succession • Solution provides succession/calibration functionality with the ability to view employees			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	mapped (including detail drilldown e.g. flag for risk of loss of successor and/or skills) per 9-box matrix with ability to filter by department • Solution has ability to see calculated view of possible successors and readiness for a particular position based on Talent profile e.g. performance ratings, competencies, learnings including capacity and capability assessment (potential) • Solution provides ability for management to assess capability and capacity / potential (Readiness, skills capability and demonstrated leadership ability) • Solution provides ability to view a succession organisation chart per position • Solution caters for the building and development of talent pools (Career management)			
	Integration • Solution provides a platform, which enables the integration of Advancements, recruitment and selection and IPM (career management and planning) as well as Succession planning.			
	Usability • Solution should provide for capturing, reporting, storage, data analysis • Software needs to be user friendly and also data entries should not be duplicated (Duplicate validation check)			
	Access control • Solution should cater for two levels of access required: ○ For the Strategic workforce planning and succession planning platform, only OD staff should have access due to confidential nature of information ○ For the people analytics dashboard, it should be open to all line departments but they should not be able to edit or change any queries. They should select queries relevant to their line department and dashboard should display the queries.			

COMPENSATION MANAGEMENT

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Compensation Management	Modelling • Solution caters for an online Individual Performance Management validation process, allow for the uploading of the approved increment matrix and automatic calculation of increments or lump sums (subject to applicable business rules) and processing of the payments by payroll; • Solution has compensation modelling capability to enable modelling within budget constraints, business rules and the adherence to minimum/maximum pay scales for the following: ○ Annual cost of Living increases ○ Performance Management increases/bonuses ○ Incentives ○ Ad-hoc increases ○ Once-off bonuses ○ Cash payments ○ Advancements ○ Promotions • Solution has the ability to process payments on payroll once approved based on these calculations • Solution provides for the digitisation of the IPM validation process and calculation of increments as well as the processing of Advancements • Solution caters for remuneration to be able to upload a matrix for the automatic calculation of performance increments /lump sums, subject to flexible rules for the matrix; • Solution caters for Line Management and HRBP's to be able to easily access and automatically complete the Advancement / Promotion process;			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Payslip simulation • Solution to provide the ability to do payslip and package simulation based on basic pay employee sub group as well as total cost of employment package. • • Solution has the to generate accurate dummy pay slips as part of the Salary Offer Process • Solution has the ability for the Remuneration team and Payroll to be able to easily generate dummy pay slips for all T grades.			
	Integration • Solution should have the capability to cater for Online Advancement process and the integration of Advancements, IPM and Succession planning with Automated Workflows • Solution is Integrated into Performance management, Personal Administration • Solution should support a fully automated end to end IPM system.			
	General • Solution has capturing/uploading capabilities, Storing capabilities, Processing capabilities, Reporting capabilities. Including Interfaces • Solution is user friendly, efficient with automatic updates. • Solution provides access to be limited to officials with the authorized functionality/roles			
	Reporting • Solution to cater for HRBP's to be able to generate reports for individual directorates; • Solution to cater for Line Management and HRBP's to have access to all IPM reports relating to staff reporting to them. • Solution has ability for remuneration to be able to			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	generate a report to conduct checks on the IPM calculations			
	Compliance • System should comply with the POPIA Act. • System must cater for and comply with all local Legislative requirements e.g. Tax.			

WORKFORCE MANAGEMENT

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Workforce Management	Workforce Scheduling • Solution enables the creation of basic electronic scheduling. • Solution incorporates the ability for employees to exchange shifts. This may be a full shift or part of a shift (shift splitting) • Solution to provide the ability for managers to post open shifts and include an incentive (often monetary) in order to encourage employees to pick up the open shift. • Solution enables employees to rate the shifts they have been scheduled to work. This information is usually fed back to the manager/supervisor • Solution incorporates automated/prescriptive labour forecasting to align schedules to demand. The manager often retains the ability to fine-tune the final shift • Solution allocates and tracks completion of tasks by employees • Solution forecasts the required number of staffing hours for scheduling • Solution has the ability to estimate the salary cost of forecast staffing hours • Solution enables long-term (+3 months) labour resource planning • Solution tracks and determines the fatigue (tiredness) of employees. Can incorporate fatigue management into scheduling decisions			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Mobility • Solution to provide a self-service mobile application designed for use by employees. • Solution provides a self-service mobile application designed for use by managers. • Solution enables managers to perform Work Force Management related tasks via mobile devices. • Solution provides mobile-based time entry (using Geo-fence and/or Bluetooth/Wi-Fi network beacons). • Solution provides a responsive interface that incorporates alerts and suggestions for both employees and managers • Solution provides a messaging function to support employee collaboration and dissemination of information from managers/corporate. • Solution provides Virtual assistants (VA) that interacts and interfaces with WFM users (employees, managers, and admins) via text/voice/push notifications			
	Usability • Solution can present Work Force Management data in flexible formats and incorporates filters for executive use. • Solution provides algorithms that detect and predict defined events and patterns for example detection of potentially fraudulent behaviour at the time clocks (buddy punching, etc.) • Solution provides time			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	entry and authentication hardware (does not include on-premises servers).			
	Strategic Workforce Planning • Solution has the ability for Strategic Workforce Planning and Succession Planning online • Solution has the ability to produce predictive analytics based on staff data which also informs Organisational Development and Talent Processes of future forecasted position / skills needs, tenure analysis in key critical and scarce skills roles including prediction on tenure by current incumbents based on trends analysis, turnover analysis (voluntary and involuntary), skills continuity risk analysis, age risk analysis, absenteeism trends and risks, disciplinary records.			
	Access control • Solution should cater for two levels of access required: ○ For the strategic workforce planning and succession planning platform, only OD staff should have access due to confidential nature of information ○ For the people analytics dashboard, it should be open to all line departments			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	but they should not be able to edit or change any queries. They should select queries relevant to their line department and dashboard should display the queries.			

EMPLOYEE/MANAGER SELF SERVICE / CONTRACTOR/COUNCILLOR SELF-SERVICE

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Self Service	• Solution has Employee self-service (ESS) and Management self Service (MSS) as well as Contractor/Councillor Self-service capability with role based authentication and access • The solution has single-sign-on capability • The Solution has capability for employees to view payslips, IRP5's, Individual Performance management letters, Long service letters which are configurable. • The Solution has capability for employees to apply for leave, training, conduct Individual Performance management actions, submit timesheets • Solution allows employees to manage/update their basic personal profile information via self-service and execute targeted transactions (i.e., initiate notice of life event changes like adding dependants.) • Solution allows managers to view and update employee information for which they have security/access rights and within set business rules • Solution provides a Manager team view which displays the status of direct reports, information about the team • Solution provides workflow where Managers can approve / reject leave, timesheet, training requests and Individual Performance Management actions • Solution support Mobility for Self-Service			

SIGNED ON BEHALF OF TENDER

**Schedule 13I – Technical Schedule: Functional Requirements for HCM Niche Solutions
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.8.3 of Functional Requirements)**

The functional requirements for the Human Capital Management Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE C, D, E, F, G** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / partially**” whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation.

OCCUPATIONAL HEALTH & SAFETY (OHS)

Manage and oversee Occupational Health Services, Facilitate and coordinate Occupational Safety Risk Control, Facilitate and coordinate occupational hygiene

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Occupational Health & Safety (OHS)	Occupational Hygiene - The Occupational Hygiene (OHY) software allows for electronic capture & storage of data relating to requests for surveys, SLAs, inspections, tests and a “Live” system to track the status of the Line Manager responsibilities to ‘close-out” on recommendations and action plans - Software caters for the generating of specific reports and statistics/trends that reflect findings not only of individual surveys but access to a high level status of Occupational Hygiene (OHY) compliance within the organisation for input into OHS compliance status quarterly reports. - System shall aid the inspection body in the, storage, protection,			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	retrieval, retention and record keeping of the disposition of its records to the fulfilment of SANS 17020 –“ control of documents” • Part of the system must be accessible to line Departments to request services, upload necessary information, access literature resources, post questions (Q&A facility), • System to record conclusion of SLAs/'contracts' with line departments before any work commences • Part of the system must only be accessible to the OHY Unit i.e. SANAS system and all its requirements • System to be POPIA compliant • System must be robust with little 'lag time" for data input & extraction • System to be compatible with uploading of data via tablets during on-site inspections i.e. measurement results, photo's, observations, notes • Software OHY unit component is fully integrated with other OHS units to manage OHS "live" • Software can integrate closely with occupational health for job profiling including Similar Exposure Groups based on employee data, processes, products, agents, sampling programmes, objectives and schedules. • Software can integrate closely with HR on-boarding for staff recruitments into high risk areas and when staff move between jobs, where risk profiling may change • Software has the ability to			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	prompt OHY unit when surveys are due • Software shall prompt OHY when close out of recommendations is finalised by Line Departments. • Software has the ability to escalate to a next higher management level when recommendations are not closed out. • Software has the ability for OHY to receive flash reports of incidents, DOEL notifications and COID cases. • Software has the ability to generate management reports including graphs.			
	Monitoring • Software solution shall assist the OHY unit with its monitoring programme, which includes the identification, evaluation and control of occupational health hazards in addition to the continual review of such programme in an effort to further reduce risk factors, by using components in the software system, inclusive of: • Risk profiling based on job/task profiles as identified in the health risk assessment process stored on a centralised data base • Establishing similar exposure groups • Software has the ability to import occupational exposure limits, Threshold Limit Values, Permissible Exposure Limits and other similar national and international standards and guidelines for comparison with sampling results for purpose determining compliance/non-compliance and exposure control • Data base for occupational exposure limits inclusive of			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	relevant international standards • Data base for methodologies applicable to monitoring programmes • Data base for statistical analysis and modelling • Documenting data for future monitoring programmes • Customized Dash boards representing captured data for trend analysis, leading & lagging indicators • Customized dashboards for setting and displaying control bands to identify suitable options to mitigate risk from substances hazardous to health • Equipment calibration & servicing management • Reporting system for the notification of Section 25 cases for purpose of investigation and further action • Integrated chain of custody tracking to validate samples • Records management meeting the requirements of SANAS 17020 • Centralized libraries for R&D, training, access to safety data sheets, national and where applicable, international legislation • Working Group coordination i.e. HCA, Ventilation, Asbestos, etc. • Data base for Hazardous chemical agents, asbestos • SLAs with Line Departments for OHY services requested • Entire SANS 17020 system to be cached within the software solution for ease of reference i.e. templates, field sheets, forms			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Monitoring controls, mitigation and 'real-time' compliance 'closing the loop' i.e. automated workflow updates at set timeline parameters to track completed action status by line department where corrective and preventative actions are necessitated			
	Reporting - Software supports data to be immediately available once uploaded for daily, weekly or monthly reports - Software has feedback reports to line management per depot/facility - Software allows Line Managers to access survey reports - Software supports Statistics for testing compliance for stats to be presented in the ISO EN-689 standard formats (confidence limits) - Software has Trend and analysis reports available			
	Security - Software caters for Authorised OH staff user access only. - Software caters for Authorised roles per user. - Software enforces password rules e.g. Passwords must be 8 characters long and contain 1 uppercase, 1 lowercase, 1 symbol and 1 numeric. - Records will come from Occupational Health and Line where it contains confidential medical information relevant to the survey. - Software provides access to information to be restricted to those authorised to receive records from Occupational			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	Health and Line where it contains confidential medical information relevant to a survey. Software shall support Electronic signatures to offer necessary security in terms of SANAS requirements.			
	Occupational Safety Risk Control - Software can Store and process all OS processes and learning resources. - Software has Capturing capabilities, Storing capabilities, Processing capabilities, Reporting capabilities, Training capabilities. System should be able to workflow certain functionalities as well. - Software caters for all OS processes to be digitalized including HIRAs (Hazard Identification and Risk Assessment), LCA (Life cycle Assessment) and the Incident Management System. - Software has corrective and preventative actions functionality that is active - Software has the ability to store HASCOM information including minutes of meetings, OHS Complaints, Physical Workplace Inspections must be provided by the software platform. - Software has a centralised data base to store OHS related data for tracking of training requirements, expiry dates of certificates, EMP team member's details, legal appointments, HASCom minutes, HIRAs. - Software has a reporting system that allows			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	reporting on all Occupation Safety activities. A • Software provides automatic reports to monitor OHS trends. • Software Occupation Safety processes are digitalized for proper status and adequate reporting to show trends throughout the City and for officials to have easy access to learning resource updates. • Software has the ability for Line Management to be able to access, capture the Occupational Safety processes. • Software should allow Line Management to be able to access learning resources • System should allow HRBP to be able to draw reports for individual directorates • Software provides OS units with the ability to draw monthly, quarterly, 6-monthly, annual OHS reports for any department within the City • System to provide analysis on all OS matters • System has ability to upload assessment and audit findings and generate reports • System allows OHS Advisors to use tablets to upload assessments, investigations and audits. • System have all the legal forms and checklists on the system which can be easily retrieved and upload findings as well as generating reports			
	Fleet Risk Control • Software can digitally record, store and process all Fleet Risk Control processes. • Software supports easy document storage and			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	retrieval. • Software has the ability for capturing capabilities, Storing capabilities, Processing capabilities, Reporting capabilities. • Software has a reporting system that allows reporting on all activities for a defined time period captured. • Software has the ability to do Automatic analysis on trends with regards to accident stats. • Software allows Fleet Risk Officers to use a tablet to complete their reports and a copy saved on the main system and workflow to Line Department. • Software allows Fleet Risk Control Staff to be able to access request for assessments on the system and provide a date and time for the assessment to take place. • Software has the ability for Line Managers to receive notifications • Software allows Fleet Risk staff to be able to draw reports • Solution is able to analyse any trends with regards to motor vehicle accidents • Solution is user friendly			
	Occupational Health Services (OHS) • Software caters for a comprehensive Occupational Health medical centre capability allowing for electronic capture & storage of all medicals, tests and consultations (medical health records) as well as generate specific reports and statistics based on medicals done on CCT			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	employees. • Software integrates into a larger OHS management system that including Safety, Occupational hygiene and COID as well. • Software is able to capture relevant medical history, records and tests results including lung function tests, audiometry and vision screening. • Software caters for Inter branch workflow or referral for example where there is an abnormal finding with audiogram or lung function, the ability to trigger a referral to Occ. Hygiene or Safety for investigation • Software has a Flexible tool where any aspect of the data may be analysed in any way. • Software shall have a Flexi tool that allows easy customisation of data collected e.g. medical questionnaires, etc. • Software has comprehensive reporting including Multi department/ branch/ unit structure • Software has the ability to generate management reports and trend analysis • Software has a scheduling feature and workflow for a new and follow up appointment to the respective managers and line managers to be able to request appointments. • Software should provide for Enterprise or cloud data storage. • Software assures Patient confidentiality • Software caters for Management and analysis of employee medical history and occupational health medicals			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Software allows medical staff to use tablets while collecting data and conduct medical examinations and upload same into the system and generate reports • Software supports referral letter generation • Software supports Certificate of fitness generation • Software caters for storing Employee History including: ○ Allergies and chronic conditions ○ Family History of ailments and chronic conditions ○ Medical Aid details ○ Exposures ○ Medicals ○ Absenteeism ○ Primary Health Care History ○ Occupational Health Care History ○ Work History ○ IOD's ○ Medication ○ Operations ○ Blood Tests ○ Urine Tests ○ Store documents electronically for each employee ○ Audiometry results ○ Spirometry results ○ Vision testing results • Software has ability to add to /update already captured data • Software has stock Management capability for OH centres. • Software supports Flexi tool features for easy customisation of questionnaires and adding data fields required.			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Software is integrated to the Talent Management functionality in terms of on-boarding and off-boardingSoftware supports Occupational Health care including: ○ Audio history and trend analysis ○ Lung Function history and trend analysis ○ Vision history and trend analysis ○ Exposure history and trend analysis ○ Physical examination checklist and questionnaire ○ Occupational, medical history questionnaires – client specific ○ Blood test recording ○ Urine test recording ○ Customisable interfaces to Audio, Vision and Lung Function Software ○ Missed medical reporting and alerts ○ Scheduling medicals by company, department and designation ○ Medical scheduling by OREP for designation ○ Medical Scheduling by Risk Profile Group ○ Full medical report and Certificates of Fitness ○ Customisable			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	fitness and exit certificates ○ Medical costing ○ Store documents electronically for each medical • Software has a COVID-19 module with the following functionality: ○ Monitoring and tracking symptomatic employees ○ Recording and analysing trends and hotspots ○ Screening and recording ○ Automatically rates vulnerable employees ○ Automated alerts ○ Automated output for the National institute for Occupational Health (NIOH) statistics ○ Schedule and track vaccination status • Software supports Occupational Risk Exposure Profiles (OREPS) per job description and/or Risk profile: ○ Work environment Exposures/ Risks ○ Physical requirements/ capabilities ○ PPE ○ OREP based certificate of fitness (Meets Construction regulation requirements) ○ Scheduling and			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	analysis by risk profile or OREPS • Software can Interface with external systems (3rd party software): ○ Automatic update of employee data from HR system (including temporary or seasonal workers) ○ Absenteeism updating from Employee self-service leave system- flag possible incapacity cases ○ Allow updates of audiometry, spirometry and vision testing equipment software ○ Updating access control systems and/or line management with details of unfit employees. ○ Workflow to fleet management when employees are unfit to drive and follow-up appointments were missed (They can then de-activate driver tags) ○ Kuduwave audiometry software (hearing tests) and results must pull through automatically into main clinic software used. ○ Orcawave spirometry software (lung function tests) and			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	results must pull through automatically into main clinic software used. ○ Keystone vision testing software (vision tests) and results must pull through automatically into main clinic software used. ○ Pathology lab results (external pathology lab service provider-all blood/pathology results to pull through to our system • Software supports Paperless enablement: ○ Go paperless and capture medical electronically at point of care with tablets/PCs, etc. where digital copy of records can be saved in relevant folders. ○ Clients to complete questionnaires on tablets or PCs with staff assistance=live data capture ○ Automatic emailing of certificates of fitness and referral letters ○ Easy electronic document storage and retrieval ○ Electronic signatures			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	COID – Compensation for Occupational injuries and diseases • Software has the ability to capture different types of incident reports • Software has the ability for Line Managers to be able to upload investigation reports • Software has the ability to escalate to a next higher management level when the investigation has not been uploaded • System is able to integrate with Personnel Administration and employee master data • Software supports Document Management/uploading of documents into records and document management • Software to allow capturing of Injury On Duty Leave • Software can provide for the registering and capturing of all types of loss incurring/ non-conformance incidents and concomitant investigation reports • Software has the ability to produce different types of reports • Software has the ability to search for uploaded incidents using various methods • Software has Workflow ability to different stakeholders • Software can generate Automated Notifications at different time intervals as per different requirements • Software can indicate status of the claim e.g. created, in progress, completed • Software support configurable Drop down menus • Software to be able to			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	produce reports over different periods of time e.g. over a specified period of time namely; years, annual, monthly, quarterly, weekly • Software to be able to produce different types of reports e.g. Section 24 incidents, incidents from a particular area, common root causes etc.			

EMPLOYEE ASSISTANCE PROGRAM (EAP) AND WELLNESS

Facilitate and coordinate the City's Employee Assistance Programme, Marketing and Business Improvement, Provide Lifestyle Management Support Services to City employees

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Employee Assistance Programme and Wellness	Case Management • System has Case management capability and caters for Individual and Group Functionality • System has ability for drop down functionality as part of case management • System caters for the following: Data management, clinical records management , client appointments scheduling with ability to interface with City's calendar system , reports • System has a Self-assessment tool (Stress, Health screening for intuitive response and helpful tips) • System has a virtual assistance with EAP and wellness related products (Pharmacy, Psychologist etc.) • System caters for a Digital client interface (Blog, Live chat, Newsletter, Ability to send SMS, Email) • System has the ability for client service monitoring including Action plans, Outcomes, Time lines, Impact • System has the ability to create, amend and record individual and group services • System provides communication structures for data provision • System provides resources and Referral structures • System has the ability to create, analyse and present data related to services • System provides information for all staff			

	- related to services • System provides social medial and bot related services • System supports Mobile functionality including a Mobile App (Inbound and Outbound) • System provides an automated customer satisfaction survey			
	Data security • System ensures confidentiality of personal data protection • System support POPIA and GDPR requirements • System complies with HPCSA and SACSSP requirements for data protection			
	Access • System allows access to all EAP and Wellness staff • System support security protocols outside of normal / single logon profile			
	Integration • Application provides interface options to all staff for service requests • System is able to integrate with Personnel Administration and employee master data • System is able to integrate with Time and attendance data like absenteeism • System is able to capture time attendance related to EAP and Wellness services and interventions • System is able to integrate to Learning system to schedule learning interventions • System is able to provide training history of learning interventions			
	Reports • System provides standard reports and with EAP and wellness			

	analytics • System is able to generate monthly, quarterly and annual reports including trends with comparisons • System provides a simple interface for custom report creation			
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EMPLOYEE RELATIONS MANAGEMENT

Case management to facilitate and coordinate collective bargaining processes, involvements with Labour Relations, dispute management complaints and issues, Employee Relations training, Capturing and tracking of disciplinary cases and dispute management

Functional Requirement Category	Core Requirements	Functional	Compliant Yes / No / Partially	Comment Mitigation /	On-Premise / Cloud Solution
Employee Relations	Case management - System has the ability for Line Managers to be able to log the relevant individual Labour Relations case process, (counselling/incapacity poor work performance, incapacity imprisonment/grievance processes) - System has the ability for the logged individual Labour Relations cases to generate a case number - System has the ability for the logged individual Labour Relations case to create an automated notification form with line management automated signature where process does not require approval from a delegated authority. - System should allow for an automated procedure form which prescribes the procedure that guides the Line Manager in the process. - System should then allow for the relevant individual labour relations processes to be either concluded, or allow for continuous follow-up incapacity sessions and or further grievance steps and or allow for the process to continue to a disciplinary/incapacity hearing. Disciplinary/Incapacity Hearing - The system has the ability to log a relevant hearing when the case proceed to a disciplinary incapacity hearing				

Functional Requirement Category	Core Requirements	Functional	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	- The system allows the hearing to workflow to the required authority or delegated authority to approve the case which is also accompanied with a reminder email - The system allows the hearing to workflow to the required authority or delegated authority to appoint a chairperson which is also accompanied with a reminder email - The system generates an appointment letter for the relevant Labour Relations forum under the required authority/delegated authority's name - The system allows the hearing to workflow to the required authority or delegated authority to appoint an employer representative which is also accompanied with a reminder email. - The system generates an appointment letter for the relevant Labour Relations forum under the required authority/delegated authority's name. - The system allows for an automated procedure form which prescribes the procedure that guides the Line Manager in the process. - The system allows the chairperson to conclude the matter and based on the outcome the system produce an automated outcome form. - The system allows the employer representative to finalize the case on the system and upload the necessary documents and recordings. Reports - The system allows the line manager to draw				

Functional Requirement Category	Core Requirements	Functional	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	individual reports to track the process and obtain progress or concluding reports. • The system allows the HRBPs to draw a report to track all the labour relations processes within the Directorate. • The system allows the ER Branch to draw a report to track all the labour relations processes within the City on all activities within the specific period. Training • The system should allow training, collective bargaining events and disputes to be logged. • The system should allow the training events and collective bargaining process to be captured for record purposes. • The system should allow the types of training that was provided. • The system allows the HRBPs to draw a report to track all training and collective bargaining processes within the Directorate. • The system allows the ER Branch to draw a report to track all training and collective bargaining processes within the various Directorates and the City. Disputes • The system allows for disputes to be logged and relevant documents to be uploaded. • The system should also allow for the various categories of disputes such as unfair dismissal, unfair labour practice, unfair discrimination etc. to be reflected and updated, where required.				

Functional Requirement Category	Core Requirements	Functional	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	- The system should also allow for the type of Unfair Dismissal such as dishonesty, gross Negligence, Misuse of council vehicles etc. to be reflected and updated, where required. - The system should also allow for the type of Unfair Labour Practices such as demotion, promotional disputes, and sanctions short of dismissals to be reflected and updated, where required. - The system allows for the progress of the disputes to be updated at the condonation stage, where required. - The system allows for the progress of the disputes to be updated at the conciliation stage. - The system allows for the progress of the disputes to be updated at the arbitration stage. - The system allows for the arbitration award to be uploaded and for the outcomes to be recorded in a drop down list of win, lose, withdrawn or settled. - The system allows the ER Branch to draw a report to track the dispute outcomes over a specific period and to indicate the categories of disputes and types of offences. - The system should be able to provide an automated power point presentation on the ER activities when the required data is typed in. Non functional - The system should update immediately or within 30 seconds when an activity is uploaded.				

Functional Requirement Category	Core Requirements	Functional	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	- The system should also update immediately for workflow purposes and email purposes so that the cases can proceed to the next activities. - The system should run automated updates every Tuesday and Friday for reporting purposes. - The system should provide reports that include and track all cases worked on (opened, updated or closed) at any-time during the financial year. Access - The system should allow Line Management to have access and be able to use the Labour Relations processes. - The system should limit Line Managers to only access staff records reporting to them. - The system should allow relevant/limited access to applicants for training opportunities. - The system should only allow HRBPs and Support Offices access to the ER reports within their respective directorates. - The system allow ER to have unlimited/corporate access to all ER reports. - The system should restrict access to only ER to have access to the dispute process part of the system for logging purposes and reporting purposes.				

EMPLOYMENT EQUITY / WORKSPACE SKILLS PLAN

Legislative and Statutory reporting is a critical requirement and all mandatory reports should be submitted as requested by Government timeously every year.

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Employment Equity	• Solution shall provide a platform that allows for the development of an EE dashboard which is fully integrated with: ○ HR processes (Org Mgt, Payroll, Personnel Admin, R&S, Skills Development ETD, OHS, Total Rewards, ER, etc.). ○ Department of Employment and Labour (DEL) Templates (Annual Reporting, EE Plan, EEA1). ○ OPM processes (KOl indicators). ○ OD /SWP and linking with mandatory targets (EE Plan, Sectoral determinations from dept. of labour) ○ BBBEEE elements relevant to EE • Solution shall provide access to social media pages and webpages to download digital content, videos and presentations relevant to the work we do. • Solution shall provide corporate integrated online communications platforms (besides skype for business) where our hearing-impaired staff can partake in online meetings, training, workshops and information sessions with staff across the City. • Solution will allow access to develop content design capabilities, training capabilities, capturing capabilities, Reporting capabilities • Solution has ability for data capturing, management and maintenance • Solution has the ability for City wide integration to ensure standardised practice. • Solution has a reporting system which could cover monthly, quarterly, annual internal and external reporting. • Solution is User Friendly • Solution will allow easy access to EE product offerings and reporting platforms • Application should be able to update in real time			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	• Solution's EE Dashboard should allow for a suite of statistical functionalities (methods and procedures and graphics) • Solution should be able to transfer data between Dept. of Labour and CoCT system • Solution allow Capturing and storage of DEL documents (EEA1, EEA2, EEA4, EEA12, EEA13) • Solution has the ability for Line to be able to access learning resources and data to draw reports • Ability to automatically generate of monthly and quarterly reports and to draw reports • Solution has the ability to provide for the development of additional reports on any related EE variable • Solution has the ability for Interactive visualisations • Solution has Web and media links (DEL, STATS SA, other municipalities, YDA) • Solution has the ability for Line authorisations to be approved by EE staff (drawing of reports, changing of interactive visualisations)			
	• Solution provides Two Levels of access required • Dashboard only for viewing by line departments • Further authorisation to be approved by EE branch			
	Standard Reports – EEA2 / EEA4 • Solution provides standard Employee Equity reports that can be downloaded and modified • Solution provides standard Income Differential report that can be downloaded and modified • Solution caters for regulatory changes to ensure the information is aligned with Legislative requirements			
	Workplace Skill Plan • Solution provide standard workplace skills plans that can be downloaded and modified • Solution caters for regulatory changes to ensure the information is			

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
	aligned with Legislative requirements			

BURSARY MANAGEMENT

The Human Resources Department is mandated to provide financial support (bursaries) for individual employees of all 12 directorates and external students who are not able to cover the cost of their education. This is to ensure that employees and the City communities have access to quality Education and Training opportunities; and that the City complies with national guidelines and criteria for skills development...

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Bursary Management	• Solution can manage bursars electronically from submission, various custom approval workflows, through to the generation of automated letters to applicants • Solution has the ability to cater for access registration and authentication as part of security • Solution has the ability to provide electronic forms via Employee Self Service and via external web/internet for internal /external applicants to complete • Solution has the ability to automatically generate workflows to bursars (external/internal) to be able to upload relevant documentation for ETD to process, i.e. statement of account, proof of payment for registration, etc. • Solution has the ability for all relevant recommenders/approvers to be able to access completed applications via Portal to perform their relevant functions e.g. recommendations, approvals by using electronic signatures • Solution has the ability to be linked to a Payroll system for bursary administrators to be able to process payments and track progress after final approvals • Solution has the ability to update bursar records with pass / fail feedback per year • Solution has the ability to provide an audit trail of end-to-end process from application to termination including relevant documents for the City to access Discretionary and Mandatory grants • The end-to-end process includes			

	the total payback of any funds/service obligation to the City • Solution has the ability to terminate bursary prior to completion / resignation and calculate the pro-rata administration fees to be paid back to City			
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SIGNED ON BEHALF OF TENDERER:

Schedule 13J - Pricing Instructions: OSM Recommended Retail Price List (Refer to paragraph 5.11 and 5.13 of the Pricing Instructions)

The Tenderer shall provide detailed and comprehensive OSM Recommended Retail Price Lists, for each OSM listed in the Price Schedules, in support of their Bid. The OSM price is the Original Software Manufacture's Recommended Retail Price at the closing date of the tender. CCT reserves the right to approach the Original Software Manufacturers directly for OSM Recommended Retail Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the Bid.

SIGNED ON BEHALF OF TENDERER:

Schedule 13K – Technical Requirements: Technology Supported (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria and paragraph 13.8.4 of Technical Requirements)

The Human Capital Management Solution should support modern technology based on table provided in Section 13 of the tender as a minimum.

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating **Yes/No/Partially** on **Schedule 13K** of the tender. If No or Partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Paradigm/Context	Protocols	Serialisation/Data Formats	Compliant Yes / No / Partially	Comment Mitigation
File Transfer	FTP (IETF Data tracker RFC959)			
email	POP3 (IETF Data tracker - RFC1939) SMTP (IETF Data tracker - RFC5321) IMAP (IETF Data tracker - RFC3501) COAP (IETF Data tracker - RFC7252)			
REST SOAP	HTTP/1 (IETF Data tracker - RFC7230) HTTP/2 (IETF Data tracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Data tracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)		
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMQ (RFC.ZeroMQ - 23/ZMQ) MQTT (OASIS - Version 5)			
Data transfer	LDAPS ODBC			
Security protocols	TLS1.2 or later			
Runtime	Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK			
Open standards	The functionality and data of the procured application(s) must be programmatically accessible via interfaces that implement open standards			
Authentication and Authorisation	Application(s) must be fully integrated with the Identity Lifecycle Management application(s) (authentication and authorisation)			

SIGNED ON BEHALF OF TENDERER:

Schedule 13L – Cloud assessment criteria (Refer to paragraph 13.8.1 to paragraph 13.8.3 of Functional Requirements)

Where cloud offerings are proposed, please complete cloud assessment criteria Table below:

Where cloud offerings are proposed, please complete applicable cloud assessment cost criteria in the Tables below:

INTERNAL Application Support and Enhancement cost for Resources - Per Year			
	Hours per month	FTE	Rate per hour
Bandwidth Cost External			
Contracted			
Additional			
Cloud Administrator			
Support			
Enhancements			
Finance Usage Monitoring & Monitoring Analyst			
Support			
Enhancements			
PaaS Cost if Applicable			
Contracted			
Additional			
IaaS Cost if Applicable			
Contracted			
Additional			
Database Programmer / Administrator			
Support			
Enhancements			
Business Analyst			
Support			
Enhancements			
Project Manager			
Support			
Enhancements			
Other			
Support			
Enhancements			
Rate increase/Year (%)			%

CONTRACTOR Application Support and Enhancement Resources - Per Year			
	Hours per month	FTE	Rate per hour
Project Manager			
Support			
Enhancements			
Business Analyst			
Support			
Enhancements			
Application Developer / Programmer			
Support			
Enhancements			
System Analyst			
Support			
Enhancements			
Application DBA			
Support			
Enhancements			
System Administrator			
Support			
Enhancements			
Database Administrator			
Support			
Enhancements			

Rate increase/Year (%)		%
Hosting Options		
	Price (Year 1)	Rate increase / Year (%)
Hybrid Cloud		
On Premise		
Cloud		

Alternative Costing (Leave 0 if not used)		
	Price (Year 1)	Rate increase / Year (%)

Information provided will not be used for evaluation purposes, but information purposes.

Information provided will not be used for evaluation purposes, but information purposes.

Schedule 13M – Project Requirements: Detail Project Plan (Refer to paragraph 13.8.5 and 13.8.7)

Please note that a Detail Project Plan to be provided in your response for the below deliverables.

The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to **Schedules A to F**.

Any on premise hardware requirements will be procured by the City of Cape Town.

Implementation encompasses all the post-sale processes involved in the Human Capital Management Solution operating properly in its environment.

The expected duration for implementation of all solutions (core and niche solutions) are 24 months followed by a 12 month post go-live support period.

Implementation encompasses all processes involved to ensure it is operating properly:

a) Discovery and Planning

- Assessing the current environment and planning upgrades/replacement to the new proposed solutions

b) Design

- Architectural resilience to ensure 99.9% uptime

c) Build and Implement

- Implementation and configuration of proposed solution

d) Testing

- Testing of proposed solution, minimising disruptions to the City

e) Deployment Architecture / Roll-out

- All software is fully configured, ready for use and deployed to the relevant users
- **Provide details** of the **preferred** deployment architecture to cater for Payroll which will be hosted on premise until the CORE solutions are replaced in terms of the following:
 - Specific deployment options available from an infrastructure point of view, for example cloud based, on premise or a hybrid deployment
 - If cloud based, detail the use of public cloud, private cloud or ability to install cloud components on premise – including cost implications
 - Specific API's required and state whether envisaged API's are standard
 - Infrastructure requirements.

f) Data cleansing, Migration, Integration and Re-Development

- Ensure Data Cleansing activities are performed prior to migration
- All users migrated and ready to use the new systems (**Refer to detailed minimum migration requirements in 13.8.7**)
- Templates and standard documents must be migrated and made available for use
- Integration and touch points must be investigated, re-tested, updated and documents migrated as applicable. (**Refer to 13.7.1.2 for a list of integrations**)

g) Change Management

- Organisational change management related to introduction of the new solution - after completion, the organization must be ready to continue operating as before
- Organisational Change management proposal to be included

h) Training

- IS&T support staff are appropriately trained as detailed in Schedule D

i) Support

- Provide appropriate level of support as detailed in Schedule in Section 13.8.9 of the specifications section
- Enhanced twelve month period of support post Deployment

The tenderer to provide:

- a) High level plan including all above processes where applicable for each scope item.
- b) All-encompassing *plan to be provided indicating sub-durations and proposed sequencing of scope implementations***
- c) Plans must include high level list of resources to be used for the implementation together with the summary of experience, qualifications and certifications.
- d) Developers and functional resources must have software solution certification

Resources must have had prior experience in an implementation of a similar nature i.e. complexity required by the City of Cape Town as specified in section 13 of this tender.

Minimum Requirements for a project plan:

- Include the following activities per scope item:
 - Discovery and Planning
 - Design
 - Development
 - Testing
 - Deployment
 - Data Cleansing, Migration, Integration and Re-Development
 - Change Management
 - Enhanced 12 month period of support post Deployment
- Contain milestones
- Indicate resources and duration for individual scope items on the project plan. The expected overall project duration is expected to be within 24 months.
- Contain Stage gates per phase and minimum requirements to pass
- Provide RACI Matrix taking into account dependencies on CCT

Information provided will not be used for evaluation purposes, but information purposes

Schedule 13N - SYSTEM INTEGRATOR(SI) / SOLUTION REQUIREMENTS
(Refer to paragraph 13.7.1.3 in section 13 of the specifications)

SYSTEM INTEGRATOR(SI) / SOLUTION REQUIREMENTS

At a very high level the Systems Integrator as well the solution offered must be able to meet all of the minimum requirements in the table below. Detailed requirements for each module/solution is listed in each of the functional requirements of the various categories and **must** also be met.

Functional Requirement Category	Core Functional Requirements	Compliant Yes / No / Partially	Comment / Mitigation	On-Premise / Cloud Solution
Minimum Capabilities required from the solutions and the SI in relation to, localisation, users, Custom Development, workflows, reporting, dashboards, etc.	- System must have the ability to manage all aspects of HR as listed in the specifications (13.8.1 – 13.8.3) for a staff compliment of 30 000 employees at a minimum and have the scalability to accommodate a growing employee base in the future - System must support local regulatory and taxation requirements and be able to integrate to local tax systems and report on such statutory requirements for taxes and other regulatory requirements mentioned in the specifications in section 13. - The system must be able to cater for statutory updates / upgrades as and when they became available and the SI must have the capabilities to implement these updates. - Flexible in handling routine changes to data or processes, such as adding a field, creating a report, creating workflow process, with minimal or no outside assistance or fees. - Workflow functionality - Customisability of system modules with integration of business rules and approval workflows. - SI must have the ability to deploy a development workflow should we need any custom development within the solution and the solution itself if it cannot cater for certain requirements MUST be able to support custom development			

	• Solution must be able to reflect the entity's complex organizational structure in a way that allows access to or reporting of data easily and in a variety of combinations. • System must be capable of delivering reports by module, including standard management reports as well as the ability to generate statutory and ad hoc reports. • System must be able to produce customised exception reports to manage risk • System must have the ability to display Dashboards and BI capabilities. • System must have the ability to draw comprehensive audit logs. • Built in guidelines, processes and policies.			

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 163 of 66

TENDER NO: 372S/2022/23

TENDER DESCRIPTION: SUPPLY INSTALL AND MAINTAIN A HUMAN CAPITAL MANAGEMENT SOLUTION FOR THE CITY OF CAPE TOWN

VOLUME 3: DRAFT CONTRACT

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to

it as described in the SCM Policy.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 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.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it

was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

5.6 Publicity and publication

The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be

immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 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 purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser 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 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. 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 bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) 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.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

11.3 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 this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

16.1 A monthly payment cycle will be the norm. All invoices 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 supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the services performed for **Schedules H I and J of the pricing Schedule** shall be subject to contract price adjustment in terms of Schedule 8 of the tender.
- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).
- 17.5.1 Adjustment for variations in rates of exchange:
- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
 - (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
 - (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
 - (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
 - (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
 - (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
 - (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.53.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if the were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practical after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is

that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods 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 as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be determined as a percentage on the purchase order request total for the services requested which failed to adhere to the performance level agreement as defined in clause 37.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior

to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 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

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), 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.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, 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, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

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 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.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

28.2 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 harmless the purchaser 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 property;

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

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

28.4 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 or not 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.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

36. OSM Certification

Tenderers must be authorised or accredited by the OSM or copyright holder to sell or distribute the software solution and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization authorizing the distributor to resell and/or authorize others by the OSM or copyright holder, must be submitted. Such authorisation or accreditation must be maintained for the duration of the contract and to be provided annually or when requested to do so.

37. Contract Performance Criteria.

37.1 The supplier shall adhere to the below Service Level Framework applicable to the Human Capital Management Solution offered:

Note that a penalty percentage will be applied as per Table 37.1, Table 37.2 and Table 37.3 below if failure of adhering to the tabled metric occurs over a period of 3 consecutive incidences. City reserves the right to review each incident on its own merit with regards to implementation of penalties. Credit note to be issued if penalty invoked in final year of tender.

The minimum service availability required is as follows:

Table 37.1: Implementation

Key performance indicator (KPI)	Response	Penalty (%) on Milestone Invoice
Quality of Solution delivery and Implementation	Delivery of solution, on-time in line with agreed timelines, meeting all set out functional requirements	4-6 months = 10%, 6-12 months = 20% + 12 months = 35%

Table 37.2: Maintenance and Support

Key performance indicator (KPI)	Response	Severity	Target Response Time	Target Resolution Time (From call acknowledged)	Reporting	Route Cause Analysis Report	Penalty (%) on latest Maintenance & Support Invoice
Incident resolution	Immediate and sustained effort, using all available resources until resolved. On-call procedures activated, vendor support invoked	Priority 1	60minutes	6 Hours	Monthly incident report	1 Calendar Week after resolution	10%
Incident resolution	Support Team responds immediately, assess the situation, may interrupt other staff working normal or moderate priority jobs for assistance	Priority 2	24 hours	48 Hours	Monthly incident report	1 Calendar Week after resolution	10 %

Incident resolution	Respond using standard procedures and operating within normal supervisory management structures	Priority 3	24 Hours	96Hours	Monthly incident report	1 Calendar Week after resolution	10 %
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Refer to Table 37.4 for Severity Classification

Table 37.3: Licensing

Key performance indicator (KPI)	Response	Penalty (%) Purchase Order
Delivery of Licences	All licenses must be delivered to the City of Cape Town within 5 working days from receipt of the formal purchase order from the City.	5%

Table 37.4: Severity Classification: Human Capital Management Solution

Priority Level	Description	Classification
Priority 1	An incident is categorized with the priority 1 if the problem has very serious consequences for normal HR business processes or IT processes related to core HR business processes where urgent work cannot be performed. This is generally caused by the following circumstances: • A productive system is completely down. • The imminent system go-live of a production system or upgrade of a production system can't be completed. • The core business processes are seriously affected. • And for each circumstance a workaround is not available. • The incident requires immediate processing because the malfunction may cause serious losses. • In case of a go-live or upgrade, the reason to delay the go-live or upgrade must be one that would cause serious losses if not resolved before go-Live	Critical
Priority 2	An incident should be categorized with the priority 2 if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the HCM system that are required immediately. For example; • users cannot access the system, a go-live cannot be completed, • user's complete data is not accessible, etc. • The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.	High
Priority 3	An incident should be categorized with the priority 3 if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the HCM system. Some users are experiencing work degradation, relating to implemented solutions	Moderate

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 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.
- 7.2 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.
- 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 tendered 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 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.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE TO THIS TENDER

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE TO THIS TENDER

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE TO THIS TENDER

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

..... ,
 (Supplier/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

....., as an employer
 in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at on the day of 20

Witness

Mandatar

Signed at on the day of 20

 Witness

 for and on behalf of
 City of Cape Town

(12) 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.: 372S/2022/23

TENDER DESCRIPTION: SUPPLY, INSTALL AND MAINTAIN A HUMAN CAPITAL MANAGEMENT SOLUTION FOR THE CITY OF CAPE TOWN

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)

(13) SPECIFICATION(S)

13.1 INTRODUCTION

The City of Cape Town has embarked on a journey of digital transformation with the first goalpost to review its current applications. The aim is to replace outdated technology with fit-for-the-future technology that could sustain the City of Cape Town into the future. The Core Application Refresh (CAR) Programme was approved by the Council as a ten (10) year programme until 2030 for refreshing the ERP, Productivity and GIS technology platforms. One of the main recommendations was to replace the SAP Human Resource Management System with a new solution incorporating a number of custom developments required as well.

13.2 DEFINITION OF TERMS AND ABBREVIATIONS

Note that the following abbreviations and definitions could be used throughout this tender document or might be used in supporting documentation.

Abbreviation	Description
CMS	Content Management System
CRM	Customer Relationship Management
ESB	Enterprise Service Bus
GWEA	Government-Wide Enterprise Architecture
ICT	Information Communication Technologies
IDP	Integrated Development Plan
LAN	Local Area Network
RM&DM	Records Management and Document Management
SCM	Supply Chain Management
SITA	State Information Technology Agency
SOA	Service Orientated Architecture

The definitions below aim to clarify the concepts around Human Capital Management.

Definitions	Description
HCM	Human Capital Management
OHS	Occupational, Health and Safety
HR	Human Resources
OD	Organisational Development
OM	Organisational Management
PA	Personnel Administration
KPA	Key Performance Areas
OKR	Objectives and Key Results
EHS	Environmental, Health and Safety
POPIA	Protection of Personal information ACT
GDPR	General Data Protection Regulation
ACA	Affordable Care Act
CV	Curriculum Vitae

Definitions	Description
RMDM	Records Management and Documents Management
API	Application Programming Interface
ED	Executive Director
BPA	Business Partner Agent
OEI	Organisation Excellence and Innovation
HRBP	Human Resource Business Partner
WFM	Workforce Management
ER	Employee Relations
OHY	Occupational Hygiene
SLA	Service Level Agreement
SEG	Similar Exposure Group
HCA	Health Care Assistance
SANAS	South African National Accreditation System
LM	Line Management
IOD	Injury on Duty
NIOH	National Institute for Occupational Health
HASCOM	Hazard Communication Standard
DEL	Department of Employment and Labour
ETD	Education, Training and Development

13.3 CORE APPLICATION REFRESH (CAR) PROGRAMME

The Core Application Refresh (CAR) Programme as approved by the Council consist of various phases and projects to replace the current technology with fit-for-purpose technology, as depicted in the diagram below:

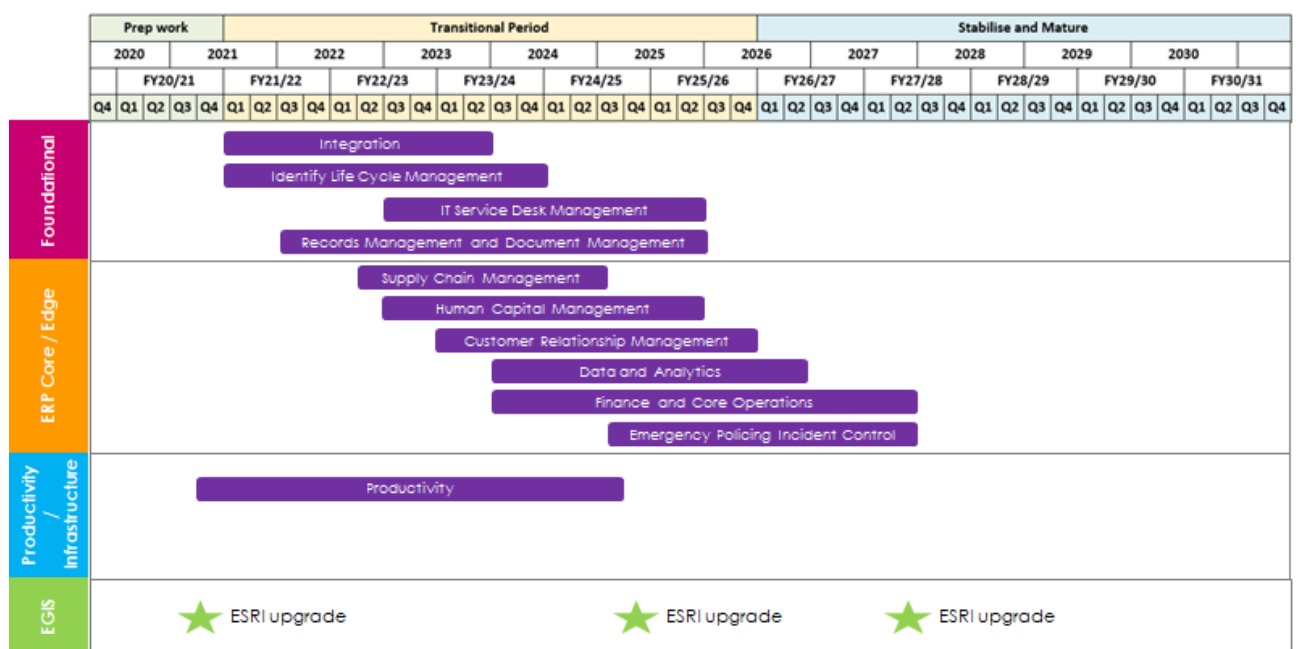


DIAGRAM 1: PROGRAMME ROADMAP

It is important to note that the timelines depicted for the different projects are estimations only and the City of

Cape Town reserves the right to change the programme scope, projects and timelines at any point.

The Core Application Refresh Programme journey started in 2019 and the following projects were initiated in 2021 and 2022:

- Application Programme Interface (API) gateway;
- Identity Life Cycle Management;
- Productivity software; and
- Records Management and Documents Management.

The following table gives a short description of the projects planned for the Core Application Refresh (CAR) programme.

Project Name	Description
Integration	The project is to supply, install, transition, maintain, and support integration middleware. The aim is to enable independently designed application systems to work together by establishing a middleware framework that helps data flow freely between applications without significant changes to database configurations or the applications themselves, leading to a streamlined process and increased data availability. The Application Programme Interface (API) gateway should be utilised on projects as the integration mechanism of choice. The use of predefined direct connectors may be approved on a case by case basis. All Application Programme Interface (API) designs should be re-useable on all projects for integration between product sets when in production and if target or source systems change. If the target or source systems change, the Application Programme Interface (API) should be redirected to the new systems.
Identity Life Cycle Management	The project is to supply, install, maintain and support an identity lifecycle management solution. The aim is to enable one single view of a user and manage the attributes related to the user or group of users.
IT Service Desk Management	This project is to supply, install, maintain and support an information technology service management solution. The aim is to enable at least Incident, Service Request, Change, Problem, Service Level Management, Knowledge Management, System Asset and Configuration Management capabilities. The solution must support the Information Technology Infrastructure Library (ITIL) framework.
Records Management and Document Management	The project is to supply, install, maintain and support a records, document and case management solution. The aim is to provide an integrated solution that fulfils the Document and Records Management functionality of the CCT. In addition to this requirement, the solution should also cater for the integration of a Case Management solution with the addition of a digital signature solution. The CCT also requires that the Workflow Engine should be capable to be utilised as an Enterprise-wide workflow engine.
Supply Chain Management	The project is to supply, install, maintain and support a supply chain management solution.

Project Name	Description
	The aim is to enable three (3) solution components, namely demand management, supplier on-boarding and registration, and electronic sourcing.
Human Capital Management	This project is to supply, implement, maintain and support a Human Capital Management solution. The main aim is to provide an integrated solution where the full employee Hire-To-Retire life-cycle is covered from Recruitment, On-boarding, Personnel and Benefits Administration, Organisational Management, Time Management Performance, Learning, Development, Succession, Remuneration to Off-boarding as the final step. Employee/Manager Self-service, Contractor/Councillor Self-service and Mobile enabled functionality are also key requirements to be addressed as part of the Project. Key niche solutions also need to be catered for including Occupational, Health and Safety, Employee Relations, Bursar management and Legislative reporting for Employment Equity and Workplace skills Plan and Employee Assistance and Wellness. This tender is therefore to provide for the Human Capital Management solution.
Customer Relationship Management	The project is to supply, install, maintain and support a customer relationship management solution. The aim is to create an integrated customer relationship management system which leverages an Omni-channel contact centre and allows for a unified agent desktop underscored by a 360 degree view of the customer. Other functionality must include artificial intelligence supported automated assistance, integrated knowledge base for multiple channels, customer self-service, workflow for backend support and escalations, and crucially it must integrate with GIS/Geo Spatial functionality.
Data and Analytics	The project is to supply, install, maintain and support an analytics capability in the City of Cape Town, across all directorates, departments, and business functions. The aim is to enable real-time and interactive map-based spatial analytics and reporting capabilities, predictive analysis, model based analysis, streaming analytics, text analytics; image processing; traditional business intelligence, and self-service business intelligence and data discovery.
Finance and Core Operations	The project is to supply, install, maintain and support a solution that supports the City of Cape Town's core financial and operational capabilities. The aim is to enable budgeting, financials, funds management, asset management, procurement, payroll and time management as part of Human Capital Management, programme and project management, asset maintenance, and revenue management capabilities for example.
Emergency Police Incident Control	The project is to supply, install, maintain and support an emergency police incident control solution. The aim is to enable emergency related incident management capabilities and to dispatch emergency units to respond to emergency incidents.

Project Name	Description
Productivity	The project is to supply, install, maintain and support products and solutions to address general business needs such as document creation, email, media editing and content management. The aim is to further enable device and real-time monitoring, software imaging, mobile device management, software distribution, updates and inventory management, virtual server farm, and network services capabilities.

13.3.1 Current Solution Investment and Core Applications

The City of Cape Town has invested in software technology that are used transversally across the organisation. Although three (3) core technologies have been identified for the City of Cape Town, namely SAP, ESRI, and Microsoft, it is important to mention the custom and 3rd party developments for business applications that reside outside the core technologies.

The City of Cape Town's investment is depicted in the diagram below:

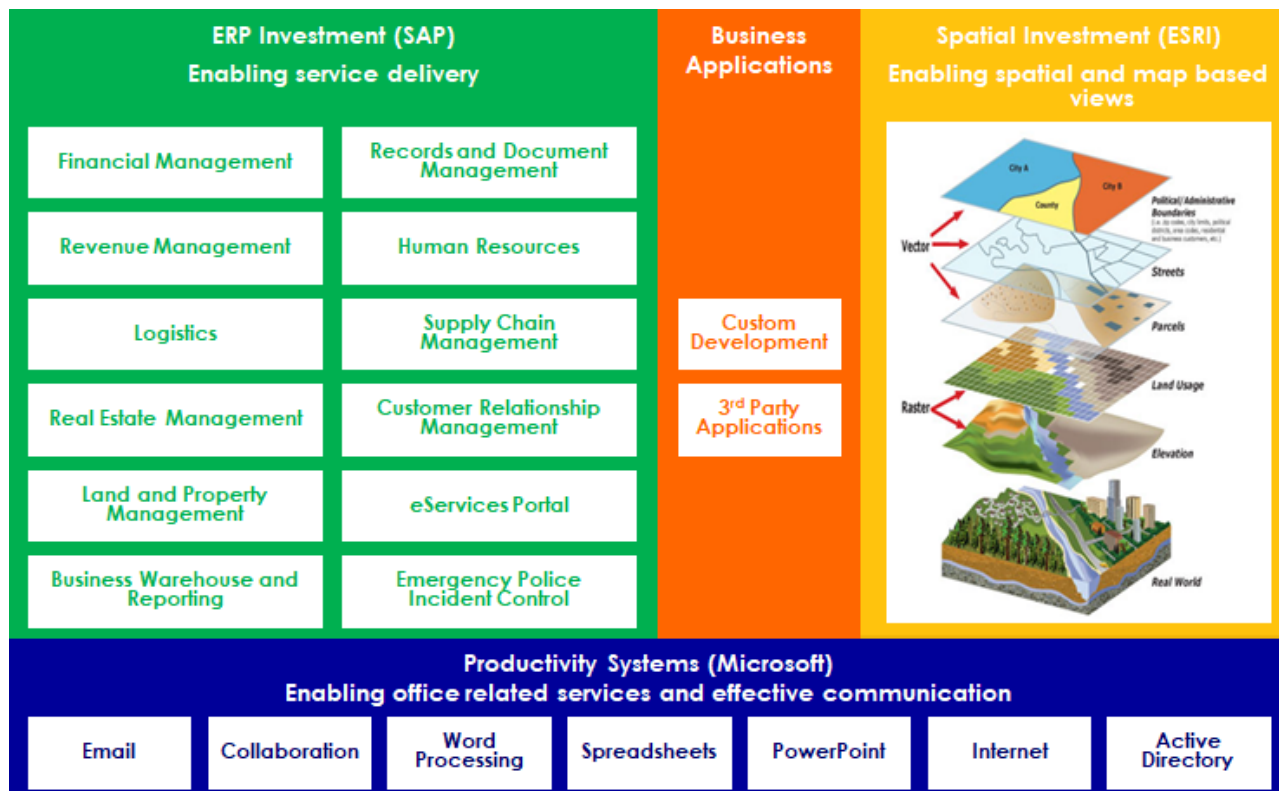


DIAGRAM 2: CITY OF CAPE TOWN CURRENT SOLUTION AND APPLICATION INVESTMENT

SAP

This is the City of Cape Town's enterprise resource planning system that hosts its financial and operational business processes and data. It is a critical system to enable service delivery and has been a key driver for an efficient and well-run city. It provides among other services such as interactions with its citizens, reactive and proactive maintenance of City owned infrastructure, emergency services call tracking, financial reporting, and billing systems for services provided. It also includes Human Capital Management to manage the employee hire-to-retire process and payroll for salary/wage payments.

ESRI

This is the geographical information system and provides among other a spatial and map-based view of the City of Cape Town's assets and services and integrates with the SAP system. Selected services are exposed to the citizens via the City Map Viewer application through the City website.

MICROSOFT

This is the productivity system for the organisation and provides services such as email, collaboration, word processing and spreadsheets. It also hosts the City's website for its citizens. This tool is a key and foundational enabler for effective collaboration and communication within the organisation and for automation of manual documents.

CUSTOM BUILD APPLICATIONS

This is a collection of custom build applications and 3rd party applications developed and used for services not supported by the core systems such as pet registrations, film permit applications, and prepaid payments.

13.4 Tender Objectives

The main Tender objective is to replace the current ECC6 Human Capital Management solution as depicted in Diagram 2 with a new Best of Breed Human Capital Management Solution excluding Payroll. The next objective is also to implement a new best of Breed Talent Management Solution which is tightly integrated to the Core HCM Solution and Master Data..

13.5 Business Scope and Context (As-Is)

The diagram below illustrates the end-to-end HCM Value chain / capability within the City of Cape Town:



DIAGRAM 2: CITY OF CAPE TOWN SAP HCM ERP SOLUTION

SAP ECC6 ERP is implemented at the City of Cape Town including SAP Human Capital Management. Significant customisation was done in Time management and Payroll. Customisation was also done to accommodate bulk employment for temporary Workers.

Payroll is excluded from the CAR Edge Programme as it is closely integrated to Finance and its replacement is envisaged for the CORE ERP replacement Programme.

13.6 Security

The security standards and requirements are critical components of the tender and needs to be considered for the implementation of this project. The City of Cape Town's security components are specifically applicable to the following areas:

- Network security;
- Cyber security; and
- Security Architecture.

It is important to note that the City of Cape Town reviews its security standards on a continuous basis to enhance security and protect the City of Cape Town's assets. It is therefore clearly noted that these security standards could possibly change to accommodate the evolving technical landscape. The system integrator would therefore need to incorporate the new standards into their designs and implementations.

As part of the project implementation and delivery, the system integrator needs to submit a Conceptual Design incorporating the latest security, architectural, and governance standards as part of the Quality Gate, for acceptance by the Core Application Refresh (CAR) programme architectural team and the IS&T enterprise architectural team.

The system integrator could propose alternative enhancing security models and architectural designs for acceptance by the Core Application Refresh (CAR) programme architectural team and the IS&T enterprise architectural team.

It is imperative that the system integrators meets the minimum requirements as the City of Cape Town will not compromise its security and architectural standards. **(Refer to section 13.8.4)**

13.7 Technical Scope

This tender will deliver the key priorities of the Human Capital and Talent Management business capabilities.

The technical scope of the tender is divided into three (3) solution components, namely Core Human Capital Management, Talent Management and Niche HR Solutions.

Each solution component will be delivered in specific phases as per ***the envisaged implementation approach. (13.8.7 of the Specifications)***

A detailed project plan **MUST** be attached to **Schedule 13M** showing how the **bidder aims to implement the project**. This must encompass all aspects of the list of deliverables **in section 13.8.7** of the specifications section

Where applicable, the technical scope additionally includes all, or a combination of, the following components:

- Change management deliverables including end user training addressing the implementation scope;
- Systems and administrator training to technical support staff;
- Systems and process training to the trainers;
- Support of the technical solution for at least Twelve (12) months; and
- Detailed knowledge transfer to technical support staff and business users where applicable.

For the purposes of this tender the response must include proposals for the following solution components:

Implementation of **Part 1** to enable Core Human Capital Management;

Implementation of **Part 2** to enable Talent Management; and

Implementation of **Part 3** to enable Niche HR Solutions.

The response must clearly indicate the cost per component in Schedule A of the pricing section.

13.7.1.1 OUT OF SCOPE

The following Human Capital management module is out of scope and will be scoped and implemented as part of the future Core ERP programme:

- **Payroll** - Payroll is tightly integrated to the financial core, and although hugely customised it is very stable and adheres to local Legislation and compliance requirements..

13.7.1.2 INTEGRATION AND INTERFACES:

The solution integration architecture is a critical component of the tender and needs to be considered for the immediate implementation of this project and the future as the remaining projects are delivered.

Integrations and interfaces to the following systems / applications are required but are not limited to the below list as the City Landscape is fluid and ever-changing. It is also important to note that the intergrations below will need to be considered again when the new CORE ERP solution will be implemented.

- ECC6 Payroll / Time
- Talent Management
- ILM / IDM (Identity Management) - Integrate to an external identity Management system
- API Gateway - Integrate via API gateway using Industry standards

- Cityweb website
- (Org Structure) - Expose Organisational structure and other key data objects to external systems in compliance with security standards and POPI Act.
- Councillor Information
- Job Seeker Database
- Flexible Real Estate (Office space)
- ISU – Billing (Employee)
- Documents and Records Management
- Paperserve
- Employee wellness applications - ICAS | EHS Audiogram Test | EHS Lung Function Test
- Biometric clocking system Blick System – Clock data |
- eServices Portal
- Facilities management e.g. Access cards, ID Cards, Parking
- Telephony Systems

It is also envisaged that the Niche solutions listed in **13.8.3** will require integration with the Core HCM solution and this must be considered when pricing for the implementation.

Careful consideration should be given to a robust/reliable integration architecture between HCM, Talent Management and Payroll to ensure Payroll and Time on ECC6 will still operate in a stable manner. This is a critical factor from a risk point of view to ensure no disruption to employees from a payroll angle

Provision must be made for standard API's, native connectors, Web services and the use of the API Integration bus.

13.7.1.3 SYSTEM INTEGRATOR(SI) / SOLUTION REQUIREMENTS

At a very high level the Systems Integrator as well the solution offered must be able to meet all of the minimum requirements in the table below. In addition, detailed requirements for each module/solution listed in each of the functional requirements of the various categories in **section 13.7** must also be met.

The Tenderer must indicate in the column “**Compliant Yes / No / partially**” in **Schedule 13N** whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Functional Requirement Category	Core Functional Requirements
Minimum Capabilities required from the solutions and the SI in relation to, localisation, users, Custom Development, workflows, reporting, dashboards, etc.	• System must have the ability to manage all aspects of HR as listed in the specifications (13.8.1 – 13.8.3) for a staff compliment of 30 000 employees at a minimum and have the scalability to accommodate a growing employee base in the future • System must support local regulatory and taxation requirements and be able to integrate to local tax systems and report on such statutory requirements for taxes and other regulatory requirements mentioned in the specifications in section 13. • The system must be able to cater for statutory updates / upgrades as and when they became available and the SI must have the capabilities to implement these updates. • Flexible in handling routine changes to data or processes, such as adding a field, creating a report, creating workflow process, with minimal or no outside assistance or fees. • Workflow functionality - Customisability of system modules with integration of business rules and approval workflows. • SI must have the ability to deploy a development workflow should the CCT need any

	custom development within the solution and the solution itself if it cannot cater for certain requirements MUST be able to support custom development • Solution must be able to reflect the entity's complex organizational structure in a way that allows access to or reporting of data easily and in a variety of combinations. • System must be capable of delivering reports by module, including standard management reports as well as the ability to generate statutory and ad hoc reports. • System must be able to produce customised exception reports to manage risk • System must have the ability to display Dashboards and BI capabilities. • System must have the ability to draw comprehensive audit logs. • Built in guidelines, processes and policies.
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The deliverable will be deemed completed when the technical build has been signed-off by IS&T and HR and handed over successfully to the City of Cape Town ERP Support Centre.

The service provider will be responsible for the following go-live support activities:

- A twelve (12) month technical support and handover period;
- Technical knowledge transfer to the City of Cape Town ERP Support Centre; and
- A six (6) month user training and support period.

After the go-live support period, the service provider will be responsible for the maintenance and support of the product as per the contract.

The technical components required to be delivered as part of these three solution components are documented in detail below:

13.8 Part 1: Core Human Capital Management (To-Be)

The scope of this solution component can be depicted diagrammatically as follows:

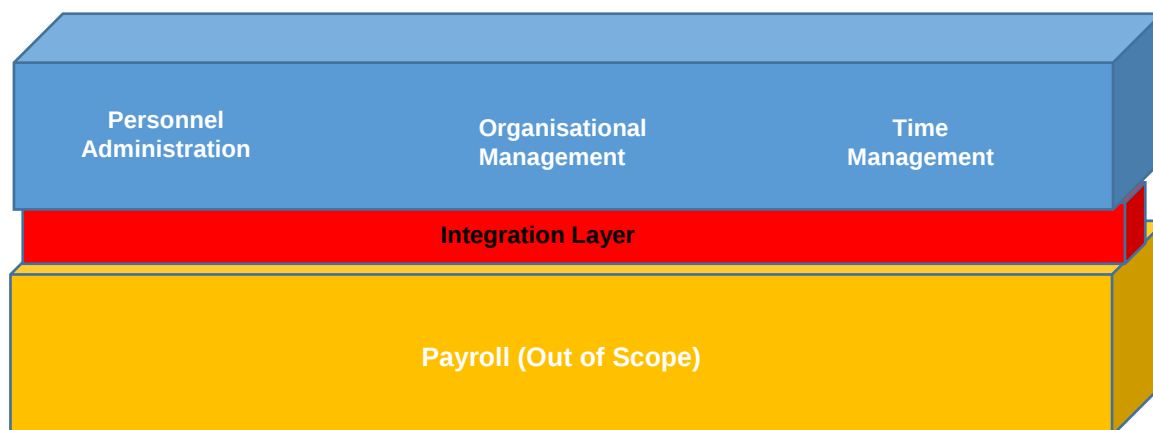


DIAGRAM 4: CORE HUMAN CAPITAL MANAGEMENT

Human Capital Management

The process through which the human resource of an organization is managed including employee and benefits administration, master data, new hires and appointments, terminations, change in designation, organisational structure, qualifications including Temporary workers. (Employee lifecycle - Hire to Retire)

13.8.1 FUNCTIONAL REQUIREMENTS FOR A HCM CORE SOLUTION

The functional requirements for the HCM Core Solution are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column **"Compliant Yes / No / partially"** in **Schedule 13**

G whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13L** of the tender. The information provided will not be used for evaluation purposes.

Functional Requirement Category	Core Functional Requirements
Personnel Administration	Person model • Solution supports a comprehensive person model (e.g., tracks employees, contractors, alumni, beneficiaries, and/or other person types) • Solution has the ability to create, maintain and update employee information and Master data • Solution has the ability for input field validation to ensure data quality at input stage • Solution supports date & time stamped transactions for all transactions in the system. • Solution keeps an audit trail of all transactions including date and time stamp as well as who changed the information. • Solution has the ability to maintain details of special groups (secondment, special task, external casting or other) similar to ordinary employees or as defined by users • Solution has the ability to support a person model in terms of a single individual being able to hold multiple person types simultaneously (i.e., employee, beneficiary and mentor) • Solution has the ability to provide a single, global repository for basic worker demographics (e.g., position/job data, personal data, work location, national ID, emergency contact, cost centre/GL code, citizenship/immigration data) • Solution has the ability to support global expatriate assignments / secondments • Solution can cater for the creation of many levels of employee group, employee sub-group combinations • Solution has the ability to track non-employees (i.e. Non-Permanent Employee groups and Sub groups), (contingent workers including temporary, independent contractors, staffing agency workers) • Solution has the ability to effective date critical records in the system (such as job history and salary history) • Solution supports bulk upload templates to load person and master data • Solution has the ability to check whether temporary worker does exist in the HR database by validating ID numbers • Solution has the ability to only create new temporary worker records if record does not exist • Solution has the ability to create bulk contracts • Solution has the ability to cater for early terminations
	Workflow • Solution has the ability to cater for workflow automation that allows the creation of different levels of approvals as needed, varying by transaction, and which may vary by business unit /other org structure e.g. promotions • Solution provides ability to manage cross-application workflows to certain HR events (e.g., new hire) that triggers events in downstream systems (e.g., facilities, service desk) • Solution workflow utilises valid organisation structure to determine

Functional Requirement Category	Core Functional Requirements
	approval Delegation Of Authority
	Document Management • Solution supports HR electronic document management with integration into Records and Document Management. • Solution has the ability for users to attach related documents to the employee record to build a “virtual personnel file”
	Reporting & analytics: • Solution has standard and audit reports included as part of the core HR solution • Solution supports an ad hoc reporting tool (that enables users to quickly and easily build their own reports/dashboards) • Solution provides benchmarking, metrics and other drill-down analytics • Solution has embedded analytics to support decision making. • The solution supports global and local data privacy requirements including POPIA and GDPR
	Employee record updates: • Solution allows employees to manage/update their profile information via self-service and execute targeted transactions (i.e., initiate notice of life event changes, etc.) • Solution allows managers to view and update employee information for which they have security rights
	Mobility: • Solution provides mobile accessibility for employees and managers where employees can submit requests e.g. leave, training and the ability for Line managers to approve/reject
	Tracking capability: • Solution has the ability to track employee and consultant visas, including required data elements, alerts to pending expiry, and renewal workflows • Solution has the ability to track worker participation in bargaining units, including bargaining unit rules by location and reporting required by the bargaining unit • Solution tracks work locations as a separate object/entity within the application. Describe how work locations are related to the organization structure and reporting EHS relationships in the Comments section. • Solution has the ability to track complete employee dated history (e.g., job transfers and changes, compensation, promotions/demotions, skills/experience, training, company) • Solution has the ability to alert/notify the employee to take necessary action regarding the renewal of a passport • Solution facilitates the rehire process by enabling the user to attach previous work history, adjust service dates and verify eligibility for rehire
	Master Data: • Solution provides standard migration templates available for migration of data without the need to do field to field mapping • Solution caters for historical data and master data take-on • Solution provides standardized data extract formats for providers including medical, dental and life • Solution supports mass data changes including benefit plan changes, bulk enrolment data
	Integration Solution has capability to integrate to Organisational management, Time and attendance, Payroll, Assets and Talent Management modules

Functional Requirement Category	Core Functional Requirements
Benefits Administration	• Solution provides benefits administration capabilities including health, pension, and allowances. • Solution supports country benefit schemes including support for superannuation/incapacitated schemes. • Solution records entry dates into programs and other changes in enrolment and/or effective dates. • Solution supports online benefits enrolment via employee self-service. • Solution provides tools to help administrators manage the open enrolment process. • Solution supports social/collaboration features incorporated into the benefits offering • Solution supports global benefits and related reimbursement. • Solution supports ACA compliance by tracking the notification/eligibility/change of status when an employee crosses average hour's thresholds. • Solution has the ability to determine eligibility for workers to participate in various benefit plans/schemes, including configuration options by organization, geography, job level or other criteria. • Solution handles income replacement plans including all types of life insurance, short-term disability, long-term disability and support for age-related premiums for employer and employee. • Solution supports deferred income/retirement/superannuation plans. • Solution administers flex spending accounts including medical, dependent care and legal. • Solution supports other benefit plan types such as tuition reimbursement, transit or supplemental benefits. • Solution supports all critical transactions in the system to be date driven. • Solution accommodates benefit deductions not taken and common rules/options for processing arrears • System automatically updates the allowances/benefits upon recognizing a change in an employee's dependent's status. • Solution restricts benefits to employees based on their employment status including serving a notice period. • Solution calculates termination benefits according to specified rules and policies and local labour law. • Solution caters for integration to assets to address objects on loan • Solution caters for recovery of personal loans on termination • Solution prioritizes benefits, identifying the order in which deductions will be taken from an employee's gross pay for example legal deductions first, health insurance second, savings third. • System manages integration to third-party providers for initial enrolments, life event changes, employment status changes • System supports benefits billing reconciliation. • System includes tools or processes to support benefit self-billing Solution has the ability to integrate with a conversational User Interface (virtual assistant/chatbot) Reporting: • Solution provides embedded analytics to support decision making • Systems includes an ad hoc reporting tool that enables users to quickly and easily build their own reports/dashboards

Functional Requirement Category	Core Functional Requirements
Organisational Management	• Solution supports organization structures for different entities in the same database instance (e.g., one entity may use position management while another does not) • Solution allows user level access to allow Line Departments to extract up to date data and request changes. Line Departments not to have export rights to Departments in another Directorate • Solution provides visualization (org chart, other) of the organizational structure, both hierarchical and matrixed • Solution has the ability to display a Company Org structure graphically depicting number of employees / positions relating to an Org unit e.g. department for statistical reasons • Solution has analytics dashboard that provides access to total structural changes made per Directorate • Solution has the ability to print and export Org charts in flexible ways. • Solution is able to export org structures to Block and line diagrams. • Solution supports Org structures/charts to be exportable to PDF, .xls or .cvs (Excel format: Position ID, Reporting lines, T grades, Names (POPIA dependent), Org unit, and Branch and Department information.) • Solution provides drill-down functionality where Manager has the ability to print/view only his own Org structure • Solution has the ability to search departments, positions, and persons within the latest org structures easily Org structure Modelling: • Solution has the ability to model organizational restructuring, including visually displaying potential impact from an organizational structure, headcount and total compensation • Solution allows org structure change request be done via a service request workflow/portal (in order to conform to the Organisational Policy). Services include: ○ Organisational structure design / re-design ○ Workload assessment and workforce utilisation ○ RASCI analysis ○ Capability modelling ○ Business Process Mapping and Modelling. • Solution has the capability to cater for planned Organization Structures • Solution has the ability to record changes to organizational structure by effective dates • Solution has ability to display Org structure change history for at least 6 months • Solution should trigger alerts when updates are made to Department structures, and reporting lines (Alerts for T-grade not required) with the ability for alerts to be customised to those who receive them. • Solution supports mass changes for job, position and other user-defined selections of data • Solution supports for the provision of bulk positions per Organisation Units in line with specific project start/end-dates • Solution provides a single, global repository for basic worker demographics including position/job data, personal data, work location, national ID, emergency contact, cost centre/GL code, citizenship/immigration data • Solution supports multiple concurrent reporting relationships views/structures including hierarchical, matrix, project, team, etc. • Solution supports Org Management functionality to provide up-to-date information on Org structure, reporting lines, vacancies, Position numbers, Tgrade levels, etc. • Solution supports jobs and positions as separate data structures. • Solution can provide a history of all positions a person has occupied during career at COCT.

Functional Requirement Category	Core Functional Requirements
	Job profiles / Job evaluation: • Solution must have tools to assist constructing Job Profiles Solution supports the ability to build Job profiles by using searchable drop-downs utilising standardised skill, competencies, responsibilities, education, certification libraries • Solution supports a digitalized Job Evaluation process with approval/rejection options for implementation via configurable workflows • Solution supports Line Management to be able to upload / capture Job Evaluation submissions and supporting documents on the system in a User Friendly easily readable format. System should carry large upload capacity and integrated with Records Management System. • Solution must further permit the population of Free Text into electronic Job profile Templates where and when required by authorised UsersSolution supports Line Management to be able to draw individual reports relating to their post history • Solution provides standard Organisation Management reporting • The solution provides an option for customized structured reports • Solution supports filtering options on reports to only depict information for a specific directorate • Solution has the ability to flag vacant positions. • Solution has a dashboard/view of all the vacant positions reporting to a Line Manager • Solution supports Interactive expansion and collapse of org structures of each Department, Branch, etc. With each position's JD that can be opened from the structure and viewed Org management position number integration critical. • Solution supports position management including the ability to manage budget details for (FTE count, average straight time hourly rate by position, PCP simulations on Position, Wage curves etc. • Solution should include a Position Management Workflow process for approval of maintaining and managing positions on the staff establishment. This workflow process should have access for multiple approvers/recommenders along the workflow approval path derived from the organisational structure hierarchy. • Solution has the ability to cater for dotted line position relationships reporting to secondary manager as well. Example where Chief of Staff reports to Mayor as well • Solution has the ability to define all or parts of the organization as subject to "position control," where positions must be budgeted and approved in order for replacements and/or new positions to be filled • Solution supports the concept of multiple roles where a person may not be in more than one or more positions, but may also have one or more roles associated with each of those positions. • Solution has the ability to effective date critical records in the system for example job history and salary history • Solution supports multiple detailed job competency models (e.g., behaviours, behavioural anchors, interview questions, developmental options) across functions • Solution provides mobile accessibility for employees and managers to view relevant org charts with a restricted view to only view information relevant to an employee or a view for manager of all employees reporting to him/her (POPI compliance) • Solution provides Line Departments a real-time "Client View" of their Department in terms of vacancies, as-Is structures, etc. • Solution provides Org Management functionality to provide up-to date information on Org structure, reporting lines, vacancies, Position numbers, Tgrade levels, etc. • Solution provides Org Management functionality to be able to integrate with BI Enterprise tools (or future tools) that will store Departmental

Functional Requirement Category	Core Functional Requirements
	BPAs, roles, functions, Standard Operating Procedures, etc. and linking these information to org charts and resources • Solution cater for workflow automation that allows the creation of different levels of approvals as needed, varying by transaction, and which may vary by business unit/other org structure • Solution supports Delegated approvals • Solution has the ability to define certain limits and business rules for any combination of job category, job or grade required. • Solution should be user-friendly and self-explanatory to use. • Solution allows competencies to be drawn from a qualifications catalogue Document Management: • Solution supports HR electronic document management integrated to Records and document Management system • Solution has the ability for users to attach related documents to the employee record to build a “virtual personnel file” Integrated to Personal Administration.
	Integration Solution has capability to integrate to Personnel administration, Time and attendance, Payroll and Talent Management modules
Time & Attendance	• Solution enables customization of the time and attendance rule engine to incorporate existing pay and labour agreements. • Solution records the working time and attendance and calculates pay for hourly-paid workers. • Solution provides ability to upload timesheets electronically • Solution provides for bulk timesheet uploads • Solution has the capability to integrate into clock-in/clock-out systems • Solution supports mobile solutions for clock-in/clock-out time including GPS Coordinates /Geo location for workers spread over a wide area • Solution has ability to manage leave quotas and calculates remainder • Solution records planned and unplanned absence of employees. Includes features to track and calculate accrued paid-time-off. • Solution prompts employees to affirm that their working time and attendance has been correctly recorded. • Solution incorporates functions to automate administrative tasks, such as auto approval/denial of leave requests or time exception processing • Solution supports all critical transactions in the system to be date driven. Integration • Solution has capability to integrate to Personnel administration, Organisational Management, Payroll and Talent Management modules

13.8.2 Part 2: Talent Management

The scope of this solution component can be depicted diagrammatically as follows:



DIAGRAM 5: TALENT MANAGEMENT

Talent management seeks to attract, identify, develop, engage, retain and deploy individuals who are considered particularly valuable to an organisation. To be effective, it needs to align with business goals and strategic objectives.

These functional requirements definition is related to **SCHEDULE A** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column **“Compliant Yes / No / partially”** in **Schedule 13 H** whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn't meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13L** of the tender. The information provided will not be used for evaluation purposes.

13.8.2.1 TALENT ACQUISITION, RECRUITMENT AND ONBOARDING

Advertising vacant positions via various web-sites/channels (Sourcing), manages on-line applications, talent pools/applicant pipelines, applicant tracking, short listing, interviews, screening, selection, requisition, offer management, communication audit trails full recruitment reporting.

Functional Requirement Category	Core Functional Requirements
Talent Acquisition, Recruitment Management and Onboarding	Talent Acquisition / Recruitment General • Solution has the ability to trigger the recruitment process from vacant positions • Solution supports the provision of bulk vacant positions per Organisation Unit in line with specific project start/end-dates (Integration to Position management) • Solution has the ability to populate Job information and competencies from Job profile for vacant position • Solution has the ability for a candidate to register on the system, capture mandatory personal information incl. address, geo-location if available and capture resume including skills and experience • Solution has the ability to do a level of field validation on mandatory fields at input to ensure data quality and ensure candidates are not

Functional Requirement Category	Core Functional Requirements
	duplicated • Solution has the ability to receive applications which includes minimum mandatory information and documents like scanned ID documents, proof of address • Solution makes provision for talent pools/applicant pipelines where all applicant/candidate information can be stored • Solution supports a randomiser algorithm where specific candidates in a specific talent pool can be randomly selected where certain parameters for inclusion/exclusion can be specified e.g. number of job seekers required, skill type, area etc. • Solution has the ability to communicate with applicants including temporary workers via various methods e.g. e-mails and SMS • Solution supports upload of mass hire templates to accommodate registration process where job applications are captured manually into an electronic format e.g. spreadsheets for uploads • Solution has the ability to track internal & external candidates through social marketing, employer branding, career sites, mobile campaigns • Solution has the ability to store all candidate information in database (Pipeline) • Solution has the ability to link to internal employee skill base and job Seeker database • Solution has the ability to specify minimum requirements for candidates • Solution has the ability to filter candidates using criteria including a search criteria option Access/Authentication • Solution has role based authentication with relevant access to functions based on specific roles Solution has an administrator role to control access to functions Job publishing / Advertising • Solution has the ability to advertise on Multiple websites for specific users (e.g., college, experienced, diversity) • Solution has the ability to integrate to social media and do social marketing • Solution has the ability to customise/control the site's "look and feel" • Solution supports the availability of Career site content management tools • Solution has the ability to provide an audit trail of all communication and candidate correspondence • Solution has the ability to Include customizable "terms and conditions" and require acceptance prior to accepting resumes/CVs • Solution supports candidates to get on-line assistance when applying or creating their profile • Solution has the ability to store all relevant documentation e.g. CV's integrated to Records and Document management • Solution has the ability to receive a dedicated application per job posting Requisitions • Solution allows steps for creating requisitions • Solution has the ability for Managers to approve / reject job requisitions / record reason for rejection • Solution has ability to do bulk approvals for Temporary workers • Solution has the ability to approve requisitions without logging in to Application and supports e-mail approvals • Solution has the ability to assign pre-screening questions to requisitions

Functional Requirement Category	Core Functional Requirements
	• Solution can route requisitions through defined approval process with multiple levels of approval and intelligent routing • Solution caters for Searching the database for existing candidates for matches (both recruiters and managers) • Solution caters for Intelligent matching of requisition requirements to resumes/CVs and ranking capability • Solution caters for searching candidates by application status (responded, screened, interviewed, etc.) – Application Pipeline • Solution has the ability to post position to internal job board for predetermined number of days before releasing to employment website/job boards • Solution has the ability to post to employment website automatically • Solution has the ability to post to external job boards directly from CCT Website • Solution has the ability to post to diversity, industry/job-specific and other specialized job boards, directly from user interface • Solution has the ability to post rules that allow sending of all jobs to appropriate general boards, and only specialized jobs to niche boards • Solution has the ability to update changed requisitions to job board automatically • Solution has the ability to provide templates for posting similar jobs, as opposed to posting from scratch • Solution has the ability to match the look of job postings to corporate site • Solution has the ability to post a single job in multiple languages • Solution has the ability to route pre-screened candidates to hiring manager/recruiter for immediate action • Solution has the ability to route randomly selected candidates meeting minimum requirements to hiring manager/recruiter for immediate action (Special projects / Temporary worker process) • Solution has the ability to customise workflow of hiring process • Solution has the ability to differentiate and track all types of candidates (internal, external, contractors, consultants, etc.) • Solution has the ability to place requisitions "on hold" • Solution has the ability to Interface with interviewer's calendaring program (e.g., Outlook) • Solution has the ability for an automatic web scheduling interface allowing candidates to select from available interviewing times • Solution has the ability for notifications of interview schedule to be sent to all constituents (e.g., email alert to interviewers and candidate) • Solution has the ability to review a candidate's resume, rate each competency (skills, knowledge, training, experience, expertise) and add comments for each competency • Solution has the ability to make recommendation for best practice interview questions library/interview guides • Solution has the ability to make recommendations for best practice competencies and competency library • Solution has the ability to provide Free text for interview notes • Solution has the ability to administer assessments • Solution has the ability for restricted interview feedback notes (prepopulated drop-down selections) • Solution has the ability to define requirements for reference checks prior to offer generation • Solution has the ability to ask for references through system • Solution has the ability to store reference check notes • Solution has the ability to provide an integrated score matrix • Solution has the ability for Bidirectional transfer of vendor screening requests and data to/from company and vendor (e.g., background investigation, drug screening, etc.)

Functional Requirement Category	Core Functional Requirements
	• Solution has the ability to validate against Employee Relations database whether applicant has previously been suspended or left while under investigation • Solution has the ability to notify successful candidates via e-mails and sms • Solution has the ability to store multiple offer-letter templates • Solution has the ability to Auto populate offer letter • Solution has the ability to Route offer for approval / rejection based on defined business rules • Solution has the ability to Offer disposition and renegotiation • Solution has the ability to reroute negotiated offer for approval • Solution has the ability to approve offers without logging in to application but allow e-mail approvals • Solution has the ability to generate multiple or batch offer letters • Solution has the ability to automatically close requisitions upon filling the vacant position • Solution has the ability to Remove job postings from corporate website and job boards automatically when requisitions are filled • Solution has the ability to notify candidates not hired of status (rejection letter/e-mail) • Solution has the ability to customise rejection letters/e-mails • Solution has the ability to integrate with on-boarding process On-Boarding • The solution caters for Onboarding new hires to ensure the new recruit is productive from the start • Solution has the ability to communicate with new recruits / temporary workers via various methods e.g. e-mails and SMS • The solution provides for Onboarding electronic forms with customised workflow for Compliance (e.g. UI19 for Unemployment Insurance Fund, Declaration of interest, Code of Conduct etc.), Access control, parking, Computer requests and applicable custom worksheets • The solution provides the ability to trigger an induction course to the new employee • Solution has the ability to distribute default goal templates for Individual Performance Management • On completion of induction, mandatory follow-on training must be automatically scheduled including Workplace Skills Plan learning plans with integration into Individual Performance Management & Person Development Plans as well as the City LEAD programme and workflow to Organisational Development to initiate coaching or mentoring Off-Boarding • The solution caters for off-boarding termination actions to ensure the employee / non - employee is not active any more • Solution has the ability to initiate bulk off-boarding actions • Solution has the ability to provide certificates of service • Solution has the ability to cater for early terminations • Solution provides for Off-boarding electronic forms with workflow for Compliance handing in Access Cards, ID cards, parking disks, Computers and any other equipment issued to the employee that needs to be returned • Solution provides for Off-boarding electronic forms with workflow for staff terminations to alert Human Resources Business Partners in order for exit interviews to be conducted • Solution has the ability to integrate into access control systems and

Functional Requirement Category	Core Functional Requirements
	Employee Relations database to automatically trigger an action to revoke access temporary to systems and premises when temporary suspension is enforced • Solution has the ability to integrate into access control systems to automatically trigger and action to revoke access to systems and premises when employment is terminated • Solution caters for Off boarding process to trigger Individual Performance Management process closeout • Solution has the ability to reactivate a contract when extension of contract was approved
	Mobility • Solution has the ability to enable functionality on any mobile device for candidates to apply and track status • Solution has the ability to enable functionality on any mobile device for managers and track status • Solution has the ability for Managers to approve / reject requisitions and job offers via Mobile
	Reporting, Dashboard & Analytics • Solution has the ability to generate and build custom ad-hoc recruiting reports in a flexible manner e.g. Requisition status report • Solution has the ability to display dashboards, generate recruitment analytics and KPI'S e.g. time to fill vacancy, highest interview by recruitment source • Solution has the ability to report on various stages in the recruitment process • Solution has the ability to link with National EPWP reporting system Data specific • Solution has the ability to archive data • Solution has the ability to import / export data from/to external databases via relevant API's • Solution has the ability to enable a level of data / field validation on import to ensure data integrity

13.8.2.2 INDIVIDUAL PERFORMANCE MANAGEMENT

Manages goal setting, goal cascading, performance reviews and feedback, workflow for approvals / rejections and Notifications.

Functional Requirement Category	Core Functional Requirements
Individual Performance Management	Foundation • Solution has the ability to track a person through all the potential relationships with the organization. • Solution has the ability to support a formal "reports to" direct supervisory relationship. • Solution supports development of job descriptions and job description libraries. • The solution enables employees to manage/update their profile information. • System supports proxy users. • System supports document management and attachments via Records and document Management • The solution provides mobile accessibility to employees and managers • Solution provides support for multiple languages • Solution provides support for multiple currencies and formats (date, time, etc.) Competencies /Competency Administration • Solution supports organization, managerial, job-specific and individual competencies at a high level across talent management functions • Solution supports multiple, detailed job competency models (e.g., behaviours, behavioural anchors, interview questions, developmental options) across talent management functions • Solution enables competencies to be tightly integrated into talent management processes. • Solution supports job and individual competencies at a high level • Solution supports multiple, detailed job competency models • Solution enables competencies to be tightly integrated into performance management processes, including personal development plans ,integration to PDP process to close competency gaps, career planning and succession management

Functional Requirement Category	Core Functional Requirements
	Goals and Objective Management • Solution has the ability for corporate mission/goals to be established independently of departmental/individual goals • Solution's goal model is robust and has support for stretch targets, action items, resources required, competencies, developmental items • Solution caters for goals that can be linked to other goals • Solution caters for the cascading of goals from various levels e.g. company, department, teams • Solution caters for non-hierarchical linking of goals • Solution caters for goals that can have configurable priorities and weightings for measuring purposes • Solution supports goals that can be managed independently of the appraisal • Solution caters for goals that can be integrated into the performance appraisal • Solution caters for Managers that can assign goals to employees • Solution caters for Managers that can assign specific probation goals for new employees including competencies • Solution caters for Managers that can assign goals to matrixed employees • Solution caters for employees to create their own goals for personal development. Goals can include a number of attributes, including links to competencies that the employee plans to develop for current or future roles • Solution caters for employees who can suggest their own goals e.g. learning interventions/courses which requires manager approval • Solution caters for goals that can be assigned in bulk to teams, groups, selected employees • Solution caters for goals that can have shared objectives within the team and across teams/organizational hierarchy • Solution allows for goal progress to be updated by employees • Solution allows for goal progress to be updated by employees via mobile devices • Solution allows for goal progress to be shared via internal social networking tools • Solution caters for permissions to be set for goals and progress to be public, private or by defined groups/roles/individuals • Solution caters for Visualizations to provide line-of-sight capability, showing how other goals/objectives are related to organizational goals/objectives • Solution provides visualizations/dashboards to employees with view into goals and completion status • Solution provides visualizations/dashboards to managers, executives and administrators with view into goals and completion status, with filtering and search for targeted views

Functional Requirement Category	Core Functional Requirements
	Check-in / Coaching Management • Solution supports and documents manager-employee check-ins • Solution provides real-time check-in frequency that is configurable • Solution provides real-time check-in scheduling which is integrated into Outlook (or other) calendars • Solution provides for goals and objectives to be incorporated into check-in period • Solution provides for specific probation goals and objectives to be incorporated into check-in period • Solution provides for specific Performance Improvement Planning goals and objectives to be incorporated into check-in period • Solution supports Objectives and Key Results (OKR's) • Solution supports specific probation Objectives and Key Results (OKR's) • Solution supports specific Performance Improvement Process Objectives and Key Results (OKR's) • Solution supports social feedback which can be incorporated into check-in period • Solution support attachments that can be used to support check-ins • Solution caters for rewards and recognition that can be awarded as part of check-in process • Solution caters for ongoing check-in notes that can be entered by employees and managers • Solution caters for ongoing check in notes that can be managed via mobile devices • Solution caters for managers who can perform check-ins with matrixed employees • Solution caters for mentors that can perform check-ins for designated goals and objectives • Solution caters for coaches that can perform check-ins on progress regarding development, performance or other categories of coaching • Solution caters for Check-in history that can be used within formal performance reviews • Solution must support Check-ins and formal employee reviews • Solution provides Visualizations/dashboards to employees with view into check-in history • Solution provides Visualizations/dashboards for managers, executives, administrators with view into check-in completion status with filtering and search for targeted views

Functional Requirement Category	Core Functional Requirements
	Performance Reviews / Appraisals / Feedback • Solution caters for a flexible document structure with workflow tied to the document/template • Solution provides Workflow, goals and development plans that are defined independently of appraisals, but can be integrated as part of appraisal definition • Solution provides delayed workflow processing which is time dependant. • Solution has the ability to set-up Performance Goal setting and Performance Appraisal schedules at the start of the new Performance cycle and to be able to set cut-off dates for Performance contracts and appraisal reviews. • Solution provides Multiple rating scale capabilities to be available and configurable as required • Solution provides the ability of an employee to rate themselves and ability for manager to rate employees on pre-determined rating scales • Solution provides the ability to flag underperforming employees and trigger performance Improvement Processes • Solution provides a flexible setup of the assessment instrument, including a choice of reviewers via 360 degree multi-rater reviews to get a more objective view. • Solution provides for advanced rater controls to be available (minimum/maximum raters) • Solution provides flexible gap analysis where current performance is compared with the desired expected performance. • Solution provides the ability for training interventions to be identified to close gaps • Solution supports continuous appraisals without ratings as part of informal check-ins. • Solution supports continuous appraisals without ratings as part of probation check-ins. • Solution supports continuous appraisals without ratings as part of Performance Improvement Process check-ins. • Solution provides tight integration with development planning at the proficiency level and roll-up of gap analysis to organizational level • Solution provides for tight integration with competency management to record the competencies required to carry out the job and highlight gaps that may exist • Solution has a legal scan function to review comments for relevance in terms of objectivity, harshness and wording that could be political incorrect. • Solution provides comment suggestion/writing assistant based on the competency model for feedback to employees • Solution has spell-checker functionality • Solution provides integration with succession planning effectively ensuring up to date and relevant information for 9-box grid integration and assessment • Solution provides for comment suggestion/writing assistant to be available from multi-rater feedback or social networking and support for comments • Solution provide ratings distribution for a job or organizational unit to managers, executives, administrators, or other roles as defined • Solution functionality allows ratings distribution (by job or organizational unit) to be seen and updated online by all management participants • Solution provides for Employees who can record journal notes throughout the appraisal period and selectively attach them to the performance appraisal • Solution provides for Managers who can record journal notes throughout the appraisal period and selectively attach them to the performance appraisal • Solution's Journal notes can be private, viewable by employee/manager only

Functional Requirement Category	Core Functional Requirements
	• Solution provides coaching tips that is available to managers in the performance review • Solution provides for social feedback to be viewed when line manager conducts performance appraisal • Solution supports informal/social feedback on a peer-to-peer basis • Solution supports social recognition (thanks, kudos) on a peer-to-peer basis • Solution has the ability for visibility of Social/informal feedback and/or recognition in the enterprise social networking activity stream, dashboard or other enterprise wide communication channel • Solution uses game mechanics to encourage participation, feedback and recognition • Solution's Performance review outcomes are integrated to Remuneration/Compensation
	Calibration • Solution has the ability to provide an integrated n-box grid • Solution has the ability for a flexible set up of the calibration process including a choice of calibration participants • Solution has the ability to configure Axis and box definitions and inputs for example performance rating replaced with goal attainment % • Solution supports a configurable number of boxes • Solution supports approvals at each roll-up stage according to workflow set-up • Solution can enforce box distribution rules • Solution provides tight integration with career development planning at an individual level • Solution provides tight integration with compensation to initiate resulting variable pay, merit increases or equity assignment • Solution provides tight integration with learning to initiate program and/or course enrolments • Solution provides tight integration with administrative HR to initiate resulting job data changes • Solution provides tight integration with succession planning to initiate succession plan eligibility and assignment • Solution provides for social feedback that can be selectively included at an individual level within calibration review process • Solution provides for notes from coaching check-ins to be selectively included at an individual level within calibration process • Solution functionality provides visibility of box distribution for a job or organizational unit to managers, executives, administrators or other roles, as defined • Solution functionality allows box distribution (by job or organizational unit) to be seen and commented on by all management participants of the group being assessed • Solution provides Visualization of box assignment movement over time • Solution provides "span of control" visibility throughout the calibration process • Solution provides insight into diversity impacts • Solution's calibration tool can be used by managers as a stand-alone assessment tool outside of the formal calibration process • Solution's calibration tool can be used for a defined subset of the employee

Functional Requirement Category	Core Functional Requirements
	population • Solution's calibration tool can support multiple concurrent configurations and processes for different employee populations, such as by job or organizational unit • Solution caters for artificial intelligence that is used to assist with calibration placement
	Usability • Solution provides straightforward graphical user interface (GUI) and navigation • Solution provides a browser-based interface • Solution provides Mobile accessibility • Solution caters for Access control to system and data • Solution provides Line Management with the ability to generate individual performance reports relating to their staff • Solution caters for Secure logon and authorization
	Reporting and analytics • Solution provides standard, real-time reports that can be run on demand • Solution allows access to reports and dashboards based on role • Solution allows users to filter and sort information to create custom views • Solution provides dashboard and analytics for executives, managers and administrators • Solution provides visualization tools to improve visibility into performance management processes and conditions, as well as discerning trends and projections • Solution has the ability to export to other applications, such as Microsoft Office tools • Solution caters for a restricted view to certain data elements within reports based on role or other security components • Solution has the ability to create custom reports via wizards that can be saved in a library for access by other users • Solution can establish scheduled report subscriptions that can be sent via email, SMS or other method • Solution has an Alert/notification system advising of updated reports via subscription service • Solution provides Business Intelligent Reporting

Functional Requirement Category	Core Functional Requirements
	Integration • Solution provides integration/interface tool capabilities for data import/export, web services, APIs • Solution is designed to operate on data stored within its own database, or can be configured to source/access data from other operational databases e.g. RMDM Solution • Solution uses and supports various messaging formats • Solution provides interfaces which can be used to view and query any data in the system • Solution supports Hybrid deployment support (service in cloud and on-premises) available • Solution provides SDKs including command line interfaces and wrappers for programmatic interfaces available • Solution caters for the following: ○ Competency Definitions and descriptions ○ Job Descriptions ○ Work Style Assessments Personal Development plan • Solution caters for the Personal Development Plan (PDP) as part of the Individual Performance Management assessment process • Solution allows reporting on PDP only • Solution caters for Integration of PDP and Work Skills Plan as explained below: • Solution caters for Individual training plans as identified by the Training Needs Analysis (TNI) process which will feed into the IPM PDP • These plans once approved should feed into the learning platform and cater for the following: ○ Costs to be pulled through if training identified is already on the learning platform, alternatively if cost that are identified at the TNI stage are not part of the learning platform the process must be able to take input (cost) at this stage and feed into the learning platform ○ If at the TNI stage training is identified that does not form part of the learning platform the system should then create this entry on the learning platform ○ This costs per staff member for the TNI should link to the Departmental Cost Centre Budgets and reflected in the WSP statutory reporting which is governed by law. • Solution is integrated with T&I • Solution is integrated with succession planning • Solution can produce IPM outcome letters, which have different wording based on the level of performance. • Solution has ability for letters to be signed electronically, and the signature may change year to year depending on who the ED Corporate Services is at the time. • Solution caters for "Time released delayed workflow" where workflow can be delayed to a specific date in future for a next review to occur • Solution has the ability to copy documents from one year to the next - Reuse • Solution Incorporates onboarding and IPM training where the solution can generate a template after onboarding to ensure new employees can access IPM. • Solution caters for Off boarding process to trigger IPM process closeout • Solution caters for Matrix KPAs incorporated into employees drop down • Solution caters for Team Assessments linked to Key Performance Area for the Team

Functional Requirement Category	Core Functional Requirements
	• Solution caters for archiving of IPM records to our specification – out of managers and employee spaces into an archive for access by IPM administrators

13.8.2.3 LEARNING, TRAINING AND DEVELOPEMENT

Integrates into Performance management where learning gaps could be identified that requires training interventions, scheduling training courses (Classroom & eLearning), bookings and feedback. It tracks actual training expenditures. Also relevant for Temporary workers.

Functional Requirement Category	Core Functional requirements
Learning, Training and Development	Registration • Solution has the ability to schedule a variety of learning activities, in addition to formal classroom instructions (for example, on-the-job training and e-learning) • Solution has the ability to generate automated notifications via email to managers and learners when registering for learning events • Solution has the ability to create business rules for courseware access and enrolment • Solution has the ability to send confirmations and cancellations • Solution has the ability to send pre-event reminder notifications • Solution has the ability to set registration open/close dates. • Solution has the ability to specify certain cut-off dates and times for courses depending on course requirements and whether it involves external vendors with their own deadline requirements. • Solution has the ability to create waitlists and track status • Solution has the ability to permit individual and batch enrolment • Solution has the ability to handle prerequisites during registration to ensure only learners that meet the pre-requisites can register • Solution has the ability to restrict the course catalogue to certain groups of employees
	Tracking & scheduling • Solution has the ability to track a variety of learning activities like on-the-job training and e-learning in addition to formal classroom instructions. • Solution has the ability for manual and automatic assignment of learning plans to individual learners and groups e.g. induction course to be assigned for all new employees automatically as part of Onboarding • On completion of induction, mandatory follow-on training must be automatically scheduled including Workplace Skills Plan learning plans with integration into Individual Performance Management & Person Development Plans • Solution has the ability for compliance and mandatory training notification, tracking and scheduling. • Solution has the flexibility to set the pre-warning notification periods before regulatory compliance and other training are expiring • Solution has the ability to send notifications based on the specified periods to learners, Line Managers and Administrators • Solution has the ability to send reminders prior to expiry • Solution has the ability to track assignments • Solution has the ability to track continuing education and certification including curriculum requirements for a fixed number of hours or number of courses specified as part the particular curriculum. • Solution has the ability to provide calendars for learners, managers and administrators, showing courses and assignments • Solution has the ability to access learner roster for an enrolled class • Solution has the ability for manually edit tracking and completion data for a learner
	• Solution has the ability to create an appointment in a calendar (such as Microsoft Outlook) when a learner signs up for a course • Solution has the ability to check conflicts when creating an appointment in a calendar such as Microsoft Outlook

Functional Requirement Category	Core Functional requirements
	Usability • Solution has a straightforward graphical user interface (GUI) and navigation ability • Solution makes provision for a browser-based interface • Solution has the ability to natively supports mobile operating systems including iOS, Android and Windows • Solution has the ability to create customized, user-configurable portals and homepages • Solution has the ability to brand multiple domains for different audiences • Solution has the ability to make learner-specific recommendations for training based on interests, job role, skill level, historical activities • Solution has the capability for learners to take notes during courses • Solution supports for live chat during courses • Solution has the ability to link learning objects and services • Solution has bookmarking ability of learning objects, videos and services • Solution provides workflow capability for commonly performed actions like booking approvals by line manager and cost centre owner and escalations. • Solution provides access control to system and data • Solution has the Ability to provide secure login and role based authorization • Solution has the ability for learners to create and review learning plans • Solution has the ability to create a personalized learning path • Solution supports trending content and most popular playlists (learning content) • Solution supports for multiple languages • Solution has the ability to Update demographic information • Solution has the ability to select language and time zone preferences Talent Development • Solution provides for configurable job profiles and skill requirements • Solution provides ability to create personalized learning plans with completion due dates • Solution provides for Training Needs Analysis (TNI) based training courses identified in the PDP process • Solution caters for the approval of these courses that should feed into the learning platform and cater for the following: ○ Pulling through of the costs if training identified is already on the learning platform, alternatively if cost that are identified at the TNI stage are not part of the learning platform ,the process must be able to take input (cost) at this stage and feed into the learning platform ○ If at the TNI stage training is identified that does not form part of the learning platform the system should then create this entry on the learning platform ○ Solution to cater for these costs per staff member for the TNI should link to the Departmental Cost Centre Budgets to be reflected in the WSP statutory reporting requirements governed by law. • Solution provides ability to create personalized learning paths configurable by individual (i.e. role, department, interests, etc...) • Solution provides ability to provide competency models with related learning activities • Solution provides ability to perform gap analysis (comparison of current skills and the skills required for a desired job position)

Functional Requirement Category	Core Functional requirements
	Assessments • Solution provides ability to create tests, exercises and surveys from Question & Answer pools • Solution provides ability to set parameters for tests and exercises for example, duration, number of attempts allowed, passing scores • Solution provides ability to support multiple response formats such as true/false, multiple choice • Solution provides ability to collect and analyse test results • Solution provides ability to set passing scores for a test
	• Solution provides ability for tests can be auto-graded by the system • Solution provides capability to project curriculum completion based on test scores
	Content Authoring & Development • Solution offers content authoring tools for corporate learning including various types of content creation tool support for standard authoring, video creation, simulation and immersive learning environments • Solution provides the ability to easily create content that is either user-generated or created by Internal content development e.g. simulations • Solution provides the ability to Import content utilising standards like Content Object Reference Model (SCORM) • Solution provides ability to Import content created using third-party applications • Solution provides ability to Import custom content developed by third parties • Solution provides ability for courseware content repository management • Solution provides capability to create videos • Solution provides ability to do revision tracking, with notifications if learners need to be retrained and retested e.g. regulatory training which must re-done yearly etc.
	Content Management & Distribution • Solution has the ability for provisioning and tracking of multiple content types • Solution supports micro-learning (Short snippets of information / learning material at a time vs. long courses) .mostly on-line • Solution provides text transcripts of video learning assets • Solution provides ability to combine multiple types of learning (i.e., instructor led training [ILT], online, webcasts, video) into a single course • Solution provides ability to do content rating and annotation • Solution provides search capability across all content types and using a variety of filters • Solution provides advanced search functionality (e.g., the ability to search within videos) • Solution provides offline support, such as for an offline desktop player • Solution provides ability to create course delivery to mobile devices such as smartphones and tablets • Solution provides ability to restrict access based on time of day (i.e., working hours) or location • Solution provides for the creation of course catalogues by domain • Solution provides its own learning content library and off-the-shelf courses • Solution provides ability to load third-party content from various libraries for example Skillsoft, LinkedIn Learning, OpenSesame

Functional Requirement Category	Core Functional requirements
	Communication & Collaboration • Solution provides ability to create social profiles • Solution provides search function for social profiles to find people with desired experience • Solution provides ability to group users based on learning activities or events • Solution can create activities and alerts based on group or learning topic
	• Solution provides support for learning communities to create and share learning objects such as blogs, wikis, informal discussions and workspaces • Solution has the ability for learners to be automatically assigned to communities • Solution supports email as part of the corporate learning system • Solution is integrated with corporate email system • Solution provides the ability for automatic personalization of emails • Solution provides integration with existing collaboration and social software tools, such as workspaces, wikis, chat programs
	Support industry Standards • Solution support the following Industry standards: ◦ SCORM version 1.2 or later
	Reporting & analysis • Solution provides standard, real-time reports that can be run on-demand • Solution allows users to filter and sort information to create custom views • Solution provides Dashboard and analytics for executives, managers and administrators • Solution offer graphical and textual representations of data • Solution provides the ability to export to other applications, such as Microsoft Office tools • Solution allows access to reports based on role • Solution provides services to develop custom reports • Solution provides wizards so users can create custom reports • Solution provides predictive analytics (recommendations, best class, content, etc.) • Solution has the ability to integrate with analytics and dashboard providers such as IBM, Microsoft, Oracle, SAP, SAS, etc. Key requirement - reporting
	E-Commerce • Solution integrates with e-commerce support for course payment with external vendors • Solution integrates with payment system for tracking internal costs and chargebacks • Solution supports multiple currencies • Solution has the ability to group users based on learning activities or events • Solution has the ability to show related products for upsell

13.8.2.4 SUCCESSION MANAGEMENT

Integrated into Organisation Management, Performance Management to manage succession for Identified critical positions within the organisation and developing action plans for individuals to fill these positions.

Functional Requirement Category	Core Functional Requirements
Succession Management	People Analytics • Solution provides a platform that allows for the development of a people analytics dashboard, which is fully integrated with HR related processes (IPM, Recruitment, Remuneration, Payroll, Org Management, Learning and Development, Succession planning, strategic workforce plans). • Solution provides a People analytics dashboard which is fully interactive and filtered according to various criteria (e.g. If I click on a directorate, then should filter by department so I can see all HR related information e.g. terminations, vacancy rates, staff hiring, training info, staff mobility e.g. promotions), it should also include all employee info (Job-Grade, Name, Surname, Position etc.). • Solution allows for reporting on metrics (voluntary and involuntary movement of talent e.g. retirements, acquisitions, promotions, resignations, etc.) and other OD processes (Attendance at leadership programmes and change training) to inform OD Interventions e.g. ○ Strategic Workforce Plans and Succession Planning. ○ Organisation Development Team Enablement Sessions ○ Monitor Talent Mobility across the City • Solution caters for an online Advancement process by building talent pools per department • Solution has features which allow users to create and export interactive dashboards based on live data from the system. • Software should have the ability to produce predictive analytics based on HR and staff data which also informs OD and Talent Processes regarding the optimized organizational model and culture. • Solution provides visualisation effects and tools • Solution provides Heat map that is interactive – hovering function which flags departments engaged (e.g. hover over directorate, ability to see a pop up that indicates highest number of interactions are with department z with ability to drill-down into detail. • Solution provides Quick response times • Solution caters for a Org structure filter • Solution provides for a Service request form to send auto-response acknowledging submission when request is opened • System provides monthly updates of all HR and talent related info like Talent mobility e.g. promotions and new appointments, Advancements, IPM and Succession planning • Solution should be user-friendly and interactive
	Specific Reporting • Solution has the ability to extract monthly & quarterly data on the following: (Flexible date/period selection) ○ Total number of department engagements/interventions ○ Total number of departments engaged per directorate (per OEI Branch) ○ Total number of transversal projects/collaborations ○ Types of engagements in each department, segmented by OEI branch ○ Number of service requests received (total, per service type, per branch) ○ Needs to reflect the status of the engagements per department (commenced, in progress or concluded, follow

Functional Category	Requirement	Core Functional Requirements
		up required) • Solution has updated HR reporting software where data is accurate and allows users to draw relevant reports. • Solution provides Organisation Development to access BI's BPAs for each Department
		Succession • Solution provides succession/calibration functionality with the ability to view employees mapped (including detail drilldown e.g. flag for risk of loss of successor and/or skills) per 9-box matrix with ability to filter by department • Solution has ability to see calculated view of possible successors and readiness for a particular position based on Talent profile e.g. performance ratings, competencies, learnings including capacity and capability assessment (potential) • Solution provides ability for management to assess capability and capacity / potential (Readiness, skills capability and demonstrated leadership ability) • Solution provides ability to view a succession organisation chart per position • Solution caters for the building and development of talent pools (Career management)
		Integration • Solution provides a platform, which enables the integration of Advancements, recruitment and selection and IPM (career management and planning) as well as Succession planning.
		Usability • Solution should provide for capturing, reporting, storage, data analysis • Software needs to be user friendly and also data entries should not be duplicated (Duplicate validation check)
		Access control • Solution should cater for two levels of access required: ○ For the Strategic workforce planning and succession planning platform, only OD staff should have access due to confidential nature of information ○ For the people analytics dashboard, it should be open to all line departments but they should not be able to edit or change any queries. They should select queries relevant to their line department and dashboard should display the queries.

13.8.2.5 COMPENSATION MANAGEMENT

Caters for compensation modelling/calculation for remuneration, annual increases, performance bonuses, incentives, increment matrixes, ad hoc advancements/rewards, promotions, Integrated into Performance Management, PA, Payroll and Personnel cost Planning (PCP)

Functional Requirement Category	Core Functional Requirements
Compensation Management	Modelling • Solution caters for an online Individual Performance Management validation process, allow for the uploading of the approved increment matrix and automatic calculation of increments or lump sums (subject to applicable business rules) and processing of the payments by payroll; • Solution has compensation modelling capability to enable modelling within budget constraints, business rules and the adherence to minimum/maximum pay scales for the following: ○ Annual cost of Living increases ○ Performance Management increases/bonuses ○ Incentives ○ Ad-hoc increases ○ Once-off bonuses ○ Cash payments ○ Advancements ○ Promotions • Solution has the ability to process payments on payroll once approved based on these calculations • Solution provides for the digitisation of the IPM validation process and calculation of increments as well as the processing of Advancements • Solution caters for remuneration to be able to upload a matrix for the automatic calculation of performance increments /lump sums, subject to flexible rules for the matrix; • Solution caters for Line Management and HRBP's to be able to easily access and automatically complete the Advancement / Promotion process;
	Payslip simulation • Solution to provide the ability to do payslip and package simulation based on basic pay employee sub group as well as total cost of employment package. • Solution has the to generate accurate dummy pay slips as part of the Salary Offer Process • Solution has the ability for the Remuneration team and Payroll to be able to easily generate dummy pay slips for all T grades.
	Integration • Solution should have the capability to cater for Online Advancement process and the integration of Advancements, IPM and Succession planning with Automated Workflows • Solution is Integrated into Performance management, Personal Administration • Solution should support a fully automated end to end IPM system.
	General • Solution has capturing/uploading capabilities, Storing capabilities, Processing capabilities, Reporting capabilities. Including Interfaces • Solution is user friendly, efficient with automatic updates. • Solution provides access to be limited to officials with the authorized functionality/roles
	Reporting • Solution to cater for HRBP's to be able to generate reports for individual directorates;

Functional Requirement Category	Core Functional Requirements
	• Solution to cater for Line Management and HRBP's to have access to all IPM reports relating to staff reporting to them. • Solution has ability for remuneration to be able to generate a report to conduct checks on the IPM calculations
	Compliance • System should comply with the POPIA Act. • System must cater for and comply with all local Legislative requirements e.g. Tax.

13.8.2.6 WORKFORCE MANAGEMENT

Short / Long term workforce planning using attrition rates, new hires, vacant positions, envisaged future projects, and scarce skills.

Functional Requirement Category	Core Functional Requirements
Workforce Management	Workforce Scheduling • Solution enables the creation of basic electronic scheduling. • Solution incorporates the ability for employees to exchange shifts. This may be a full shift or part of a shift (shift splitting) • Solution to provide the ability for managers to post open shifts and include an incentive (often monetary) in order to encourage employees to pick up the open shift. • Solution enables employees to rate the shifts they have been scheduled to work. This information is usually fed back to the manager/supervisor • Solution incorporates automated/prescriptive labour forecasting to align schedules to demand. The manager often retains the ability to fine-tune the final shift • Solution allocates and tracks completion of tasks by employees • Solution forecasts the required number of staffing hours for scheduling • Solution has the ability to estimate the salary cost of forecast staffing hours • Solution enables long-term (+3 months) labour resource planning • Solution tracks and determines the fatigue (tiredness) of employees. Can incorporate fatigue management into scheduling decisions
	Mobility • Solution to provide a self-service mobile application designed for use by employees. • Solution provides a self-service mobile application designed for use by managers. • Solution enables managers to perform Work Force Management related tasks via mobile devices. • Solution provides mobile-based time entry (using Geo-fence and/or Bluetooth/Wi-Fi network beacons). • Solution provides a responsive interface that incorporates alerts and suggestions for both employees and managers • Solution provides a messaging function to support employee collaboration and dissemination of information from managers/corporate. • Solution provides Virtual assistants (VA) that interacts and interfaces with WFM users (employees, managers, and admins) via text/voice/push notifications
	Usability • Solution can present Work Force Management data in flexible formats and incorporates filters for executive use. • Solution provides algorithms that detect and predict defined events and patterns for example detection of potentially fraudulent behaviour at the time clocks (buddy punching, etc.) • Solution provides time entry and authentication hardware (does not include on-premises servers).
	Strategic Workforce Planning • Solution has the ability for Strategic Workforce Planning and Succession Planning online • Solution has the ability to produce predictive analytics based on staff data which also informs Organisational Development and Talent Processes of future forecasted position / skills needs, tenure analysis in key critical and scarce skills roles including prediction on tenure by current incumbents based on trends analysis, turnover analysis (voluntary and involuntary), skills continuity risk analysis, age risk

Functional Requirement Category	Core Functional Requirements
	analysis, absenteeism trends and risks, disciplinary records.
	Access control • Solution should cater for two levels of access required: ○ For the Strategic workforce planning and succession planning platform, only OD staff should have access due to confidential nature of information ○ For the people analytics dashboard, it should be open to all line departments but they should not be able to edit or change any queries. They should select queries relevant to their line department and dashboard should display the queries.

13.8.2.7

EMPLOYEE/MANAGER SELF SERVICE / CONTRACTOR/COUNCILLOR SELF-SERVICE

Functional Requirement Category	Core Functional Requirements
Self Service	• Solution has Employee self-service (ESS) and Management self Service (MSS) as well as Contractor/Councillor Self-service capability with role based authentication and access • The solution has single-sign-on capability • The Solution has capability for employees to view payslips, IRP5's, Individual Performance management letters, Long service letters which are configurable. • The Solution has capability for employees to apply for leave, training, conduct Individual Performance management actions, submit timesheets • Solution allows employees to manage/update their basic personal profile information via self-service and execute targeted transactions (i.e., initiate notice of life event changes like adding dependants.) • Solution allows managers to view and update employee information for which they have security/access rights and within set business rules • Solution provides a Manager team view which displays the status of direct reports, information about the team • Solution provides workflow where Managers can approve / reject leave, timesheet, training requests and Individual Performance Management actions • Solution support Mobility for Self-Service

13.8.3 PART 3: NICHE SOLUTIONS

The scope of this solution component can be depicted diagrammatically as follows:

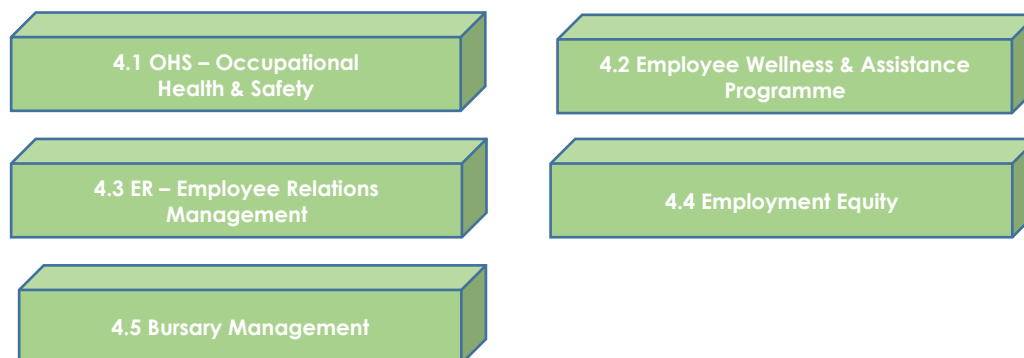


DIAGRAM 6: NICHE SOLUTIONS

The best-of-breed Niche solutions will be handled as separate projects as some of these solutions may not exist as a commercial package in the market place and will require custom development projects to be initiated if solutions do not exist.

The functional requirements for the Niche Solutions are described below and tenderers must respond as indicated for each table.

These functional requirements definition is related to **SCHEDULE A** in section **(5) Price Schedule** of this tender document. The Tenderer must indicate in the column “**Compliant Yes / No / partially**” in **Schedule 13 I** whether the proposed solution adhere or can deliver on **ALL** the specified functional requirement in each row. Where the proposed solution doesn’t meet the requirement or partially meets the requirement, the Tenderer must clearly indicate which functional requirements cannot be delivered on and provide a response or explanation how this situation can be mitigated.

The Tenderer can also add relevant information as an annexure to the tender response with a clear reference to the item the information refers to. Please note clause **2.2.1 Eligibility Criteria** and **2.3.7. Test for responsiveness** on this matter.

Software versions are for information purposes only. The latest version must be used for implementation. Where cloud offerings are proposed, please complete cloud assessment criteria Table as specified in **Schedule 13L** of the tender. The information provided will not be used for evaluation purposes.

13.8.3.1 OCCUPATIONAL HEALTH & SAFETY (OHS)

Manage and oversee Occupational Health Services, Facilitate and coordinate Occupational Safety Risk Control, Facilitate and coordinate occupational hygiene

Functional Requirement Category	Core Functional Requirements
Occupational Health & Safety (OHS)	Occupational Hygiene • The Occupational Hygiene (OHY) software allows for electronic capture & storage of data relating to requests for surveys, SLAs, inspections, tests and a “Live” system to track the status of the Line Manager responsibilities to “close-out” on recommendations and action plans • Software caters for the generating of specific reports and statistics/trends that reflect findings not only of individual surveys but access to a high level status of Occupational Hygiene (OHY) compliance within the organisation for input into OHS compliance status quarterly reports. • System shall aid the inspection body in the, storage, protection, retrieval, retention and record keeping of the disposition of its records to the fulfilment of SANS 17020 –“ control of documents” • Part of the system must be accessible to line Departments to request services,

Functional Requirement Category	Core Functional Requirements
	upload necessary information, access literature resources, post questions (Q&A facility), • System to record conclusion of SLAs/'contracts' with line departments before any work commences • Part of the system must only be accessible to the OHY Unit i.e. SANAS system and all its requirements • System to be POPIA compliant • System must be robust with little 'lag time' for data input & extraction • System to be compatible with uploading of data via tablets during on-site inspections i.e. measurement results, photo's, observations, notes • Software OHY unit component is fully integrated with other OHS units to manage OHS "live" • Software can integrate closely with occupational health for job profiling including Similar Exposure Groups based on employee data, processes, products, agents, sampling programmes, objectives and schedules. • Software can integrate closely with HR on-boarding for staff recruitments into high risk areas and when staff move between jobs, where risk profiling may change • Software has the ability to prompt OHY unit when surveys are due • Software shall prompt OHY when close out of recommendations is finalised by Line Departments. • Software has the ability to escalate to a next higher management level when recommendations are not closed out. • Software has the ability for OHY to receive flash reports of incidents, DOEL notifications and COID cases. • Software has the ability to generate management reports including graphs. Monitoring • Software solution shall assist the OHY unit with its monitoring programme, which includes the identification, evaluation and control of occupational health hazards in addition to the continual review of such programme in an effort to further reduce risk factors, by using components in the software system, inclusive of: ○ Risk profiling based on job/task profiles as identified in the health risk assessment process stored on a centralised data base ○ Establishing similar exposure groups ○ Software has the ability to import occupational exposure limits, Threshold Limit Values, Permissible Exposure Limits and other similar national and international standards and guidelines for comparison with sampling results for purpose determining compliance/non-compliance and exposure control ○ Data base for occupational exposure limits inclusive of relevant international standards ○ Data base for methodologies applicable to monitoring programmes ○ Data base for statistical analysis and modelling ○ Documenting data for future monitoring programmes ○ Customized Dash boards representing captured data for trend analysis, leading & lagging indicators ○ Customized dashboards for setting and displaying control bands to identify suitable options to mitigate risk from substances hazardous to health ○ Equipment calibration & servicing management ○ Reporting system for the notification of Section 25 cases for purpose of investigation and further action

Functional Requirement Category	Core Functional Requirements
	○ Integrated chain of custody tracking to validate samples ○ Records management meeting the requirements of SANAS 17020 ○ Centralized libraries for R&D, training, access to safety data sheets, national and where applicable, international legislation ○ Working Group coordination i.e. HCA, Ventilation, Asbestos, etc. ○ Data base for Hazardous chemical agents, asbestos ○ SLAs with Line Departments for OHY services requested ○ Entire SANS 17020 system to be cached within the software solution for ease of reference i.e. templates, field sheets, forms ○ Monitoring controls, mitigation and 'real-time' compliance 'closing the loop' i.e. automated workflow updates at set timeline parameters to track completed action status by line department where corrective and preventative actions are necessitated
	Reporting • Software supports data to be immediately available once uploaded for daily, weekly or monthly reports • Software has feedback reports to line management per depot/facility • Software allows Line Managers to access survey reports • Software supports Statistics for testing compliance for stats to be presented in the ISO EN-689 standard formats (confidence limits) • Software has Trend and analysis reports available
	Security • Software caters for Authorised OH staff user access only. • Software caters for Authorised roles per user. • Software enforces password rules e.g. Passwords must be 8 characters long and contain 1 uppercase, 1 lowercase, 1 symbol and 1 numeric. • Records will come from Occupational Health and Line where it contains confidential medical information relevant to the survey. • Software provides access to information to be restricted to those authorised to receive records from Occupational Health and Line where it contains confidential medical information relevant to a survey. • Software shall support Electronic signatures to offer necessary security in terms of SANAS requirements.
	Occupational Safety Risk Control • Software can Store and process all OS processes and learning resources. • Software has Capturing capabilities, Storing capabilities, Processing capabilities, Reporting capabilities, Training capabilities. System should be able to workflow certain functionalities as well. • Software caters for all OS processes to be digitalized including HIRAs (Hazard Identification and Risk Assessment), LCA (Life cycle Assessment) and the Incident Management System. • Software has corrective and preventative actions functionality that is active • Software has the ability to store HASCOM information including minutes of meetings, OHS Complaints, Physical Workplace Inspections must be provided by the software platform. • Software has a centralised data base to store OHS related data for tracking of training requirements, expiry dates of certificates, EMP team member's details, legal appointments, HASCom minutes, HIRAs. • Software has a reporting system that allows reporting on all Occupation

Functional Requirement Category	Core Functional Requirements
	Safety activities. A • Software provides automatic reports to monitor OHS trends. • Software Occupation Safety processes are digitalized for proper status and adequate reporting to show trends throughout the City and for officials to have easy access to learning resource updates. • Software has the ability for Line Management to be able to access, capture the Occupational Safety processes. • Software should allow Line Management to be able to access learning resources • System should allow HRBP to be able to draw reports for individual directorates • Software provides OS units with the ability to draw monthly, quarterly, 6-monthly, annual OHS reports for any department within the City • System to provide analysis on all OS matters • System has ability to upload assessment and audit findings and generate reports • System allows OHS Advisors to use tablets to upload assessments, investigations and audits. • System have all the legal forms and checklists on the system which can be easily retrieved and upload findings as well as generating reports Fleet Risk Control • Software can digitally record, store and process all Fleet Risk Control processes. • Software supports easy document storage and retrieval. • Software has the ability for capturing capabilities, Storing capabilities, Processing capabilities, Reporting capabilities. • Software has a reporting system that allows reporting on all activities for a defined time period captured. • Software has the ability to do Automatic analysis on trends with regards to accident stats. • Software allows Fleet Risk Officers to use a tablet to complete their reports and a copy saved on the main system and workflow to Line Department. • Software allows Fleet Risk Control Staff to be able to access request for assessments on the system and provide a date and time for the assessment to take place. • Software has the ability for Line Managers to receive notifications • Software allows Fleet Risk staff to be able to draw reports • Solution is able to analyse any trends with regards to motor vehicle accidents • Solution is user friendly Occupational Health Services (OHS) • Software caters for a comprehensive Occupational Health medical centre capability allowing for electronic capture & storage of all medicals, tests and consultations (medical health records) as well as generate specific reports and statistics based on medicals done on CCT employees. • Software integrates into a larger OHS management system that including Safety, Occupational hygiene and COID as well. • Software is able to capture relevant medical history, records and tests results including lung function tests, audiometry and vision screening. • Software caters for Inter branch workflow or referral for example where there is an abnormal finding with audiogram or lung function, the ability to trigger a referral to Occ. Hygiene or Safety for investigation

Functional Requirement Category	Core Functional Requirements
	• Software has a Flexible tool where any aspect of the data may be analysed in any way. • Software shall have a Flexi tool that allows easy customisation of data collected e.g. medical questionnaires, etc. • Software has comprehensive reporting including Multi department/ branch/ unit structure • Software has the ability to generate management reports and trend analysis • Software has a scheduling feature and workflow for a new and follow up appointment to the respective managers and line managers to be able to request appointments. • Software should provide for Enterprise or cloud data storage. • Software assures Patient confidentiality • Software caters for Management and analysis of employee medical history and occupational health medicals • Software allows medical staff to use tablets while collecting data and conduct medical examinations and upload same into the system and generate reports • Software supports referral letter generation • Software supports Certificate of fitness generation • Software caters for storing Employee History including: ○ Allergies and chronic conditions ○ Family History of ailments and chronic conditions ○ Medical Aid details ○ Exposures ○ Medicals ○ Absenteeism ○ Primary Health Care History ○ Occupational Health Care History ○ Work History ○ IOD's ○ Medication ○ Operations ○ Blood Tests ○ Urine Tests ○ Store documents electronically for each employee ○ Audiometry results ○ Spirometry results ○ Vision testing results • Software has ability to add to /update already captured data • Software has stock Management capability for OH centres. • Software supports Flexi tool features for easy customisation of questionnaires and adding data fields required. • Software supports Occupational Health care including: ○ Audio history and trend analysis ○ Lung Function history and trend analysis ○ Vision history and trend analysis ○ Exposure history and trend analysis ○ Physical examination checklist and questionnaire ○ Occupational, medical history questionnaires – client specific ○ Blood test recording

Functional Requirement Category	Core Functional Requirements
	○ Urine test recording ○ Customisable interfaces to Audio, Vision and Lung Function Software ○ Missed medical reporting and alerts ○ Scheduling medicals by company, department and designation ○ Medical scheduling by OREP for designation ○ Medical Scheduling by Risk Profile Group ○ Full medical report and Certificates of Fitness ○ Customisable fitness and exit certificates ○ Medical costing ○ Store documents electronically for each medical • Software has a COVID-19 module with the following functionality: ○ Monitoring and tracking symptomatic employees ○ Recording and analysing trends and hotspots ○ Screening and recording ○ Automatically rates vulnerable employees ○ Automated alerts ○ Automated output for the National institute for Occupational Health (NIOH) statistics ○ Schedule and track vaccination status • Software supports Occupational Risk Exposure Profiles (OREPS) per job description and/or Risk profile: ○ Work environment Exposures/ Risks ○ Physical requirements/ capabilities ○ PPE ○ OREP based certificate of fitness (Meets Construction regulation requirements) ○ Scheduling and analysis by risk profile or OREPS • Software can Interface with external systems (3rd party software): ○ Automatic update of employee data from HR system (including temporary or seasonal workers) ○ Absenteeism updating from Employee self-service leave system-flag possible incapacity cases ○ Allow updates of audiometry, spirometry and vision testing equipment software ○ Updating access control systems and/or line management with details of unfit employees. ○ Workflow to fleet management when employees are unfit to drive and follow-up appointments were missed (They can then deactivate driver tags) ○ Kuduwave audiometry software (hearing tests) and results must pull through automatically into main clinic software used. ○ Orcawave spirometry software (lung function tests) and results must pull through automatically into main clinic software used. ○ Keystone vision testing software (vision tests) and results must pull through automatically into main clinic software used. ○ Pathology lab results (external pathology lab service provider-all blood/pathology results to pull through to our system) • Software supports Paperless enablement:

Functional Requirement Category	Core Functional Requirements
	○ Go paperless and capture medical electronically at point of care with tablets/PCs, etc. where digital copy of records can be saved in relevant folders. ○ Clients to complete questionnaires on tablets or PCs with staff assistance=live data capture ○ Automatic emailing of certificates of fitness and referral letters ○ Easy electronic document storage and retrieval ○ Electronic signatures COID – Compensation for Occupational injuries and diseases • Software has the ability to capture different types of incident reports • Software has the ability for Line Managers to be able to upload investigation reports • Software has the ability to escalate to a next higher management level when the investigation has not been uploaded • System is able to integrate with Personnel Administration and employee master data • Software supports Document Management/uploading of documents into records and document management • Software to allow capturing of Injury On Duty Leave • Software can provide for the registering and capturing of all types of loss incurring/ non-conformance incidents and concomitant investigation reports • Software has the ability to produce different types of reports • Software has the ability to search for uploaded incidents using various methods • Software has Workflow ability to different stakeholders • Software can generate Automated Notifications at different time intervals as per different requirements • Software can indicate status of the claim e.g. created, in progress, completed • Software support configurable Drop down menus • Software to be able to produce reports over different periods of time e.g. over a specified period of time namely; years, annual, monthly, quarterly, weekly • Software to be able to produce different types of reports e.g. Section 24 incidents, incidents from a particular area, common root causes etc.

13.8.3.2 EMPLOYEE ASSISTANCE PROGRAM (EAP) AND WELLNESS

Facilitate and coordinate the City's Employee Assistance Programme, Marketing and Business Improvement, Provide Lifestyle Management Support Services to City employees

Functional Requirement Category	Core Functional Requirements
Employee Assistance Programme and Wellness	Case Management • System has Case management capability and caters for Individual and Group Functionality • System has ability for drop down functionality as part of case • System caters for the following: Data management, clinical records management , client appointments scheduling with ability to interface with City's calendar system , reports • System has a Self-assessment tool (Stress, Health screening for intuitive response and helpful tips) • System has a virtual assistance with EAP and wellness related products (Pharmacy, Psychologist etc.) • System caters for a Digital client interface (Blog, Live chat, Newsletter, Ability to send SMS, Email) • System has the ability for client service monitoring including Action plans, Outcomes, Time lines, Impact • System has the ability to create, amend and record individual and group services • System provides communication structures for data provision • System provides resources and Referral structures • System has the ability to create, analyse and present data related to services • System provides information for all staff related to services • System provides social medial and bot related services • System supports Mobile functionality including a Mobile App (Inbound and Outbound) • System provides an automated customer satisfaction survey
	Data security • System ensures confidentiality of personal data protection • System support POPIA and GDPR requirements • System complies with HPCSA and SACSSP requirements for data protection
	Access • System allows access to all EAP and Wellness staff • System support security protocols outside of normal / single logon profile
	Integration • Application provides interface options to all staff for service requests • System is able to integrate with Personnel Administration and employee master data • System is able to integrate with Time and attendance data like absenteeism • System is able to capture time attendance related to EAP and Wellness services and interventions • System is able to integrate to Learning system to schedule learning interventions • System is able to provide training history of learning interventions
	Reports • System provides standard reports and with EAP and wellness analytics • System is able to generate monthly, quarterly and annual reports including trends with comparisons • System provides a simple interface for custom report creation

13.8.3.3 EMPLOYEE RELATIONS MANAGEMENT

Case management to facilitate and coordinate collective bargaining processes, involvements with Labour Relations, dispute management complaints and issues, Employee Relations training, Capturing and tracking of disciplinary cases and dispute management

Functional Requirement Category	Core Functional Requirements
Employee Relations	Case management • System has the ability for Line Managers to be able to log the relevant individual Labour Relations case process, (counselling/incapacity ill health, incapacity poor work performance, incapacity imprisonment/grievance processes) • System has the ability for the logged individual Labour Relations cases to generate a case number • System has the ability for the logged individual Labour Relations case to create an automated notification form with line management automated signature where process does not require approval from a delegated authority. • System should allow for an automated procedure form which prescribes the procedure that guides the Line Manager in the process. • System should then allow for the relevant individual labour relations processes to be either concluded, or allow for continuous follow-up incapacity sessions and or further grievance steps and or allow for the process to continue to a disciplinary/incapacity hearing. Disciplinary/ Incapacity Hearing • The system has the ability to log a relevant hearing when the case proceed to a disciplinary incapacity hearing • The system allows the hearing to workflow to the required authority or delegated authority to approve the case which is also accompanied with a reminder email • The system allows the hearing to workflow to the required authority or delegated authority to appoint a chairperson which is also accompanied with a reminder email • The system generates an appointment letter for the relevant Labour Relations forum under the required authority/delegated authority's name • The system allows the hearing to workflow to the required authority or delegated authority to appoint an employer representative which is also accompanied with a reminder email. • The system generates an appointment letter for the relevant Labour Relations forum under the required authority/delegated authority's name. • The system allows for an automated procedure form which prescribes the procedure that guides the Line Manager in the process. • The system allows the chairperson to conclude the matter and based on the outcome the system produce an automated outcome form. • The system allows the employer representative to finalize the case on the system and upload the necessary documents and recordings. Reports • The system allows the line manager to draw individual reports to track the process and obtain progress or concluding reports. • The system allows the HRBPs to draw a report to track all the labour relations processes within the Directorate. • The system allows the ER Branch to draw a report to track all the labour relations processes within the City on all activities within the specific period. Training • The system should allow training, collective bargaining events and disputes to be logged. • The system should allow the training events and collective bargaining process to be captured for record purposes. • The system should allow the types of training that was provided.

Functional Requirement Category	Core Functional Requirements
	• The system allows the HRBPs to draw a report to track all training and collective bargaining processes within the Directorate. • The system allows the ER Branch to draw a report to track all training and collective bargaining processes within the various Directorates and the City. Disputes • The system allows for disputes to be logged and relevant documents to be uploaded. • The system should also allow for the various categories of disputes such as unfair dismissal, unfair labour practice, unfair discrimination etc. to be reflected and updated, where required. • The system should also allow for the type of Unfair Dismissal such as dishonesty, gross Negligence, Misuse of council vehicles etc. to be reflected and updated, where required. • The system should also allow for the type of Unfair Labour Practices such as demotion, promotional disputes, and sanctions short of dismissals to be reflected and updated, where required. The system allows for the progress of the disputes to be updated at the condonation stage, where required. • The system allows for the progress of the disputes to be updated at the conciliation stage. • The system allows for the progress of the disputes to be updated at the arbitration stage. • The system allows for the arbitration award to be uploaded and for the outcomes to be recorded in a drop down list of win, lose, withdrawn or settled. • The system allows the ER Branch to draw a report to track the dispute outcomes over a specific period and to indicate the categories of disputes and types of offences. • The system should be able to provide an automated power point presentation on the ER activities when the required data is typed in. Non functional • The system should update immediately or within 30 seconds when an activity is uploaded. • The system should also update immediately for workflow purposes and email purposes so that the cases can proceed to the next activities. • The system should run automated updates every Tuesday and Friday for reporting purposes. • The system should provide reports that include and track all cases worked on (opened, updated or closed) at any-time during the financial year. Access • The system should allow Line Management to have access and be able to use the Labour Relations processes. • The system should limit Line Managers to only access staff records reporting to them. • The system should allow relevant/limited access to applicants for training opportunities. • The system should only allow HRBPs and Support Offices access to the ER reports within their respective directorates. • The system allow ER to have unlimited/corporate access to all ER reports. • The system should restrict access to only ER to have access to the dispute process part of the system for logging purposes and reporting purposes.

13.8.3.4 EMPLOYMENT EQUITY / WORKSPACE SKILLS PLAN

Legislative and Statutory reporting is a critical requirement and all mandatory reports should be submitted as requested by Government timeously every year.

Functional Requirement Category	Core Functional Requirements
Employment Equity	• Solution shall provide a platform that allows for the development of an EE dashboard which is fully integrated with: ○ HR processes (Org Mgt, Payroll, Personnel Admin, R&S, ETD, OHS, Total Rewards, ER, etc.). ○ Department of Employment and Labour (DEL) Templates (Annual Reporting, EE Plan, EEA1). ○ OPM processes (KOI indicators). ○ OD /SWP and linking with mandatory targets (EE Plan, Sectoral determinations from dept. of labour) ○ BBBEEE elements relevant to EE • Solution shall provide access to social media pages and webpages to download digital content, videos and presentations relevant to the work we do. • Solution shall provide corporate integrated online communications platforms (besides skype for business) where our hearing-impaired staff can partake in online meetings, training, workshops and information sessions with staff across the City. • Solution will allow access to develop content design capabilities, training capabilities, capturing capabilities, Reporting capabilities • Solution has ability for data capturing, management and maintenance • Solution has the ability for City wide integration to ensure standardised practice. • Solution has a reporting system which could cover monthly, quarterly, annual internal and external reporting. • Solution is User Friendly • Solution will allow easy access to EE product offerings and reporting platforms • Application should be able to update in real time • Solution's EE Dashboard should allow for a suite of statistical functionalities (methods and procedures and graphics) • Solution should be able to transfer data between Dept. of Labour and CoCT system • Solution allow Capturing and storage of DEL documents (EEA1, EEA2, EEA4, EEA12, EEA13) • Solution has the ability for Line to be able to access learning resources and data to draw reports • Ability to automatically generate of monthly and quarterly reports and to draw reports • Solution has the ability to provide for the development of additional reports on any related EE variable • Solution has the ability for Interactive visualisations • Solution has Web and media links (DEL, STATS SA, other municipalities, YDA) • Solution has the ability for Line authorisations to be approved by EE staff (drawing of reports, changing of interactive visualisations) • Solution provides Two Levels of access required • Dashboard only for viewing by line departments • Further authorisation to be approved by EE branch Standard Reports – EEA2 / EEA4 • Solution provides standard Employee Equity reports that can be downloaded and modified

Functional Requirement Category	Core Functional Requirements
	• Solution provides standard Income Differential report that can be downloaded and modified • Solution caters for regulatory changes to ensure the information is aligned with Legislative requirements
	Workplace Skill Plan • Solution provide standard workplace skills plans that can be downloaded and modified • Solution caters for regulatory changes to ensure the information is aligned with Legislative requirements

13.8.3.5 BURSARY MANAGEMENT

The Human Resources Department is mandated to provide financial support (bursaries) for individual employees of all 12 directorates and external students who are not able to cover the cost of their education. This is to ensure that employees and the City communities have access to quality Education and Training opportunities; and that the City complies with national guidelines and criteria for skills development...

Functional Requirement Category	Core Functional Requirements
Bursary Management	• Solution can manage bursars electronically from submission, various custom approval workflows, through to the generation of automated letters to applicants • Solution has the ability to cater for access registration and authentication as part of security • Solution has the ability to provide electronic forms via Employee Self Service and via external web/internet for internal /external applicants to complete • Solution has the ability to automatically generate workflows to bursars (external/internal) to be able to upload relevant documentation for ETD to process, i.e. statement of account, proof of payment for registration, etc. • Solution has the ability for all relevant recommenders/approvers to be able to access completed applications via Portal to perform their relevant functions e.g. recommendations, approvals by using electronic signatures • Solution has the ability to be linked to a Payroll system for bursary administrators to be able to process payments and track progress after final approvals • Solution has the ability to update bursar records with pass / fail feedback per year • Solution has the ability to provide an audit trail of end-to-end process from application to termination including relevant documents for the City to access Discretionary and Mandatory grants • The end-to-end process includes the total payback of any funds/service obligation to the City • Solution has the ability to terminate bursary prior to completion / resignation and calculate the pro-rata administration fees to be paid back to City

13.8.4 TECHNOLOGY SUPPORTED

The Human Capital Management Solution should support modern technology based on the following extensive or inclusive list as a minimum (see Table below).

Refer 2.2.1.1.6 of the Eligibility Criteria. Tenderers are to confirm compliance to Specification by indicating **Yes/No/Partially** on **Schedule 13K** of the tender. If No or partially, tenderers must provide comments / mitigation in relevant column. The Bid Evaluation Committee will assess whether the mitigation/ solution provided conforms to the scope required.

Paradigm/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Data tracker RFC959)	
email	POP3 (IETF Data tracker - RFC1939) SMTP (IETF Data tracker - RFC5321) IMAP (IETF Data tracker - RFC3501) COAP (IETF Data tracker - RFC7252)	
REST SOAP	HTTP/1 (IETF Data tracker - RFC7230) HTTP/2 (IETF Data tracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455)	JSON (IETF Data tracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMQ (RFC.ZeroMQ - 23/ZMQ) MQTT (OASIS - Version 5)	
Data transfer	LDAPS ODBC	
Security protocols	TLS1.2 or later	
Runtime	Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK	
Mobility	IOS Android Huawei Microsoft	
Open standards	The functionality and data of the procured application(s) must be programmatically accessible via interfaces that implement open standards	
Authentication and Authorisation	Application(s) must be fully integrated with the Identity Lifecycle Management application(s) (authentication and authorisation)	

Refer to list of websites below for further detail:

- **IETF Datatracker:** <https://datatracker.ietf.org/>
- **ODBC:** <https://github.com/microsoft/ODBC-Specification>
- **SOAP, XML:** <https://www.w3.org>
- **YAML:** <https://yaml.org/spec/1.2/spec.html>
- **Kafka Protocol:** <https://kafka.apache.org/protocol.html>
- **AMQP:** <https://www.amqp.org/resources/specifications>
- **ZMQ:** <https://rfc.zeromq.org/spec/23/>
- **MQTT:** <https://docs.oasis-open.org/mqtt/mqtt/v5.0/mqtt-v5.0.html>

13.8.5 PROJECT REQUIREMENTS

Please note that a Detail Project Plan to be provided in your response for the below deliverables.

The phases and deliverables identified here are aligned with the CoCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to Schedules A to F. Indicate resources and duration for individual scope items on the project plan. The expected overall project duration is expected to be within 24 months.

Any on premise hardware requirements will be procured by the City of Cape Town.

Minimum Requirements for a project plan:

- Include the following activities per scope item:
 - Discovery and Planning
 - Design
 - Development
 - Testing
 - Deployment
 - Data cleansing, Migration, Integration and Re-Development
 - Change Management
 - Enhanced six month period of support post Deployment
- Contain milestones
- Contain Stage gates per phase and minimum requirements to pass
- Provide RACI Matrix taking into account dependencies on CCT

Please respond to this requirement in Schedule 13M of the tender. The information provided will not be used for evaluation purposes.

13.8.6 Requirement for a Human Capital Management Solution and related niche solutions for Software and Licensing

The following provide for the requirements and deliverables for the Human Capital Management Solution Software and Licensing.

Refer to **Schedule A, B, C, D, E and F** in section (5) Price Schedule

Deliverable Category	Requirement Description
Software	Once off cost for Software
Licensing	Recurring Costs (Yearly license cost, pricelist detail to be provided)

The table below contains the **Current User Numbers Per Role** as of February 2023.

Item	Core HCM	Permanent (Salaried)	Temporary (incl EPWP)	Contractors	Councillors
A1.1	Personnel Administration	5975	138	35	N/A
A1.2	Benefits Administration	5975	138	35	N/A
A1.3	Organisational Management	444 (incl Org Viewer)	8	17	N/A
A1.4	Time and Attendance	2875	53	4	N/A
A1.5	Position Management	679	11	21	N/A
Item	Talent Management	Permanent (Salaried)	Temporary (incl EPWP)	Contractors	Councillors
A1.6	Recruitment	54 (Recruiter)	N/A	11	N/A
A1.7	On-Boarding	N/A	N/A	N/A	N/A
A1.8	Individual Performance Management	3	N/A	N/A	N/A
A1.9	Learning Training & Development (LSO)	775	18	6	N/A
A1.10	Succession Management	24	N/A	N/A	N/A
A1.11	Compensation Management	N/A	N/A	N/A	N/A
A1.12	Workforce Management	18	N/A	N/A	N/A
A1.13	Self Service – Employee/Manager (Mobile)	ESS = 28 198 & MSS = 2461	ESS = 3689 & MSS = 13	ESS (Contractor Self-Service) = 1108	ESS (Councillor Self-Service)= 240

Item	Niche Solutions	Permanent (Salaried)	Temporary (incl EPWP)	Contractors	Councillors
A1.14	Occupational, Health & Safety (OHS)	860	9	2	N/A
A1.15	Employee Assistance Program & Wellness	23	N/A	N/A	N/A
A1.16	Employee Relations Management	3304	16	1	N/A
A1.17	Employment Equity / Workplace Skills Plan	9	N/A	N/A	N/A
A1.18	Bursary & Financial Management	12	4	N/A	N/A
	CORE				
A1.19	EPWP Administration	695	56	2	N/A
A1.20	Payroll	59	N/A	N/A	N/A

The table below contains the envisaged **To Be Licensing Model**

To Be Licensing: Anticipated usage per Module (Employees/Users)						
Item	Core HCM	Permanent (Salaried)	Temporary	Contractors	Councillors	Total
A1.1	Personnel Administration	32 464	14 917	2 518	788	50687
A1.2	Benefits Administration	32 464	14 917	2 518	788	50687
A1.3	Organisational Management	32 464	14 917	2 518	788	50687
A1.4	Time & Attendance	32 464	14 917	2 518	788	50687
Item	Talent Management	Permanent (Salaried)	Temporary	Contractors	Councillors	Total
A1.6	Recruitment	32 464	14 917	2 518	0	49899
A1.7	On/Off -Boarding	32 464	14 917	2 518	0	49899
A1.8	Individual Performance Management	32 464	0	0	0	32464
A1.9	Learning Training & Development (LSO)	32 464	14 917	2 518	788	50687
A1.10	Succession Management	8700	-	-	-	8700
A1.11	Compensation Management	3000	-	-	-	3000
A1.12	Workforce Management	8700	-	-	-	8700
A1.13	Self Service – Employee/Manager/Councillor	32 464	14 917	2 518	788	50687

Item	Niche Solutions	Permanent (Salaried)	Temporary	Contractors	Councillors	Total
A1.14	Occupational, Health & Safety (OHS)	2500	30	15	-	2545
A1.15	Employee Assistance Program & Wellness	32 464	14917	-	-	47381
A1.16	Employee Relations Management	32 464	14 917	-	-	47381
A1.17	Employment Equity / Workplace Skills Plan	32 464	14 917	-	-	47381
A1.18	Bursary & Financial Management	32 464	14 917	2 518	788	50687

13.8.7 Requirement for the Implementation of the Human Capital Management Solution and related niche solutions

The following provide of the requirements and deliverable for the full implementation to go-live of the Human Capital Management Solution. The phases and deliverables identified here are aligned with the CCT Project Management Office methodology for implementation projects and tenderers are required to be familiarised with these requirements when responding to **Schedule G in section (5) Price Schedule**



DIAGRAM 7: As-Is LANDSCAPE

The CCT represents a highly complex Information Systems and Technology landscape that is fluid in nature and ever changing to accommodate the needs of business, regulatory, statutory and legislative requirements. Over the years the City has invested heavily on the current version of the SAP HCM solution to meet the needs of these requirements.

There have been customisations across the HCM platform with key areas highlighted below.

High Level Customisations

- The current portal solution inclusive of ESS and MSS is heavily customised to support regulatory and statutory requirements.
- Time is a key consideration which has been significantly customised over the years and this must be considered as part of the implementation especially where time integrates back to other modules such as Learning and Development, Payroll, etc.
- Personal Administration contains customisations to accommodate an edisciplinary process workflow, employee declarations and integration into employee folder management
- Organisational Management contains customisations to position management to support workflows for the create and fill process as part of the erecruitment process
- Talent Management contains customisations and integrations to support the erecruitment process with custom questionnaires, custom templates and custom data fields
- A custom built portal solution for Employee Wellness that accesses Occupational Health and integrates to third party solutions

- A custom portal solution for onboarding that's supports Forms and end to end Workflow approvals
- Customisations to support a temporary workforce that's integrated to a custom built .Net Jobseekers solution, time, Organisational Management and Payroll

This is in no way an exhaustive list of customisations, however most of these customisations do form part of the Functional Requirements of **Schedules 13G 13H and 13I** which bidders need to respond to and take into consideration possible custom configuration when pricing for the implementation in **Schedule G** of the **Pricing tables**.

Migration

The act of moving records from one system to another, while maintaining the records' authenticity, integrity, reliability and usability. Migration involves a set of organised tasks designed to periodically transfer digital material from one hardware or software configuration to another, or from one generation of technology to another (SO 15489 – 2002, Part 1, Clause 3.13 and Part 2, Clause 4.3.9.2.).

At a high level there are currently an **estimated 203 000 records in the HR Database with +- 31 000 active records.** It is also important to note that Data migration goes hand in hand with data retention and archiving strategies and any archiving, cleansing and retention decisions must follow the City's retention policies for HR records and documents.

The following migration requirements must form part of the overall migration strategy as a minimum.

- Review and implement the enterprise structure for the City of Cape Town taking in regard the employee group and subgroups. This entails configuration and data cleansing.
- Review and implement the employee group and employee subgroups taking in regard the payroll and time schema .This entails configuration and data cleansing.
- Convert existing source schemas to target schemas
- convert all data (not just users)
- **convert all data, in a manner that allows the system to go live over a weekend with minimal business disruption**
- Resolve any issues identified during the conversion process
- Reports to be provided of success/failures
- Cleansing of user access and permissions
- Removing access of staff no longer employed at the CCT
- Migrate, and classify where necessary, all metadata and documents from identified source systems to target solution
- Resolve any issues identified during the migration process
- Reports to be provided of success/failures
- Provide disposal options based on retention periods

Based on current business needs, **Talent Management i.e. recruitment and onboarding** is seen as the burning platform that is a hindrance in attracting recruiting and onboarding talent at speed. The CCT envisages that this be the proposed start of the implementation i.e. Talent Management provided that all pre-requisites required to implement talent are in place. Bidders are to submit a planned proposal of the sequence of implementation as part of **Schedule 13M** considering the CCT requirement for talent to be implemented first but also taking into account the bidders industry experience and lessons learnt from prior implementations of a similar nature.

The current implementation timeline for the project is defined as 24months on the overall project Schedule and bidders are to provide a detailed Gant Chart of the proposed implementation schedule in **Schedule 13M** showing where all HCM modules will be implemented together with all other end to end processes of the full implementation including all the requirements highlighted in the table below.

The tenderer are required to list all pre-requisites / dependencies that needs to be in place in order for the proposed solution to be implemented. Please respond to this requirement in **Schedule 13M** of the tender.

Deliverable Category	Requirement Description
Implementation	Implementation encompasses all the post-sale processes involved in the Human Capital Management Solution operating properly in its environment. The expected duration for implementation of all solutions (core and niche solutions) are 24 months followed by a 12 month post go-live support period. Implementation encompasses all processes involved to ensure it is operating properly: j) Discovery and Planning • Assessing the current environment and planning upgrades/replacement to the new proposed solutions k) Design • Architectural resilience to ensure 99.9% uptime l) Build and Implement • Implementation and configuration of proposed solution m) Testing • Testing of proposed solution, minimising disruptions to the City n) Deployment Architecture / Roll-out • All software is fully configured, ready for use and deployed to the relevant users • Provide details of the <u>preferred</u> deployment architecture to cater for Payroll which will be hosted on premise until the CORE ERP solutions are replaced in terms of the following: ○ Specific deployment options available from an infrastructure point of view, for example cloud based, on premise or a hybrid deployment ○ If cloud based, detail the use of public cloud, private cloud or ability to install cloud components on premise – including cost implications ○ Specific API's required and state whether envisaged API's are standard ○ Infrastructure requirements. o) Data cleansing, Migration, Integration and Re-Development • Ensure Data Cleansing activities are performed prior to migration • All users migrated and ready to use the new systems (Refer to detailed minimum migration requirements in 13.8.7) • Templates and standard documents must be migrated and made available for use • Integration and touch points must be investigated, re-tested, updated and documents migrated as applicable. (Refer to 13.7.1.2 for a list of integrations) p) Change Management • Organisational change management related to introduction of the new solution - after completion, the organization must be ready to continue operating as before • Organisational Change management proposal to be included q) Training • IS&T support staff are appropriately trained as detailed in Schedule D r) Support • Provide appropriate level of support as detailed in Schedule in Section 13.8.9 of the specifications section • Enhanced twelve month period of support post Deployment The tenderer to provide: e) High level plan including all above processes where applicable for each scope item. f) All-encompassing plan to be provided indicating sub-durations and proposed sequencing of scope implementations g) Plans must include high level list of resources to be used for the implementation together with the summary of experience, qualifications and certifications.

	h) Developers and functional resources must have software solution certification i) Resources must have had prior experience in an implementation of a similar nature i.e. complexity required by the City of Cape Town as specified in section 13 of this tender.
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13.8.8 Requirements for Training Services on the Human Capital Management Solution and related Niche Solutions

The following provide for the requirements and deliverables for training on the Human Capital Management Solution. Refer to Schedule **H in section (5) Price Schedule**

Where the vendor proposes to utilise their own training facilities for Classroom based training then the vendor must comply with the City of Cape Town's IS&T Policies procedures and Standards for Classroom Based training

Deliverable Category	Requirement Description
NB: The successful bidder must commit to working with any existing training content creators / training providers by giving input into any course development (digital/electronic/paper based) for their proposed solutions.	
Train the Trainer	It is required to provide for the necessary support structure and resource capacity needs in order to run the HCM solutions effectively through the training of CCT support staff. The train-the-trainer model is a training framework that turns employees into subject matter experts who can then teach other members of the organization. • A select number of employees will be trained as an internal trainer and as functional/technical analysts. • These trainers instruct and guide all other staff in the use of the software. • With the new HCM system a number of so-called 'key users' must be trained. • Users must be from key business departments with excellent knowledge of the business processes who are able to transfer this knowledge to the other employees of their department as they will be the first point of contact in case of questions or problems.
System Administration Training	The system admin training must cover the below key areas: • Managing the HCM platform • Upgrading, installing, and configuring the HCM application software and computer hardware • Troubleshooting and providing technical support to employees • Creating and managing system permissions and user accounts • Performing regular security tests and security monitoring • Maintaining networks and network file systems
Super User Training	The super user training must enable certain users to perform the below tasks: • Play an essential role in assisting colleagues during instructor-led training sessions and at go-live, ensuring a successful system adoption by end-users. • Provides operational support for the implementation project. • Answer end-user questions, assist the Training Team with end-user training, and serve as a liaison between end-users, project leaders, and department leaders. • The Power/Super User's support assignment will take place during and immediately following go-live.

Power User Training <i>(Only Applicable to Core HCM)</i>	The Power user training must enable certain users to perform the below tasks • Users must be trained to have the knowledge and ability to change system settings to Manual for Bulk Uploads / mass data uploads in the various teams • Users must be trained to be able to create a business unit, create a division • Users must be trained to be able to create a reference set • Users must be trained to be able to add a node to an organisation tree • Users must be trained to be able able to perform Business Planning and Analytical Services • Users must be trained to be able Be able to perform Enterprise Reporting, Query, and Analysis
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13.8.9 Requirements for Post Implementation Integration on the Human Capital Management Solution

The following provide for the requirements and deliverables Post Implementation Integration of the Human Capital Management Solution. Refer to Schedule I in section (5) Price Schedule

Deliverable Category	Requirement Description
Maintenance	Ongoing service that ensures the maintenance of the HCM Core Management solution. This includes: • Fixing faults, • Applying security patches • Enabling new features • Applying any other updates/upgrades that become available for the software that forms part of the Human Capital Management Solution. Maintenance encompasses the end-to-end process from relevant improvements being available for the software, to the testing of these improvements, to the final implementation on the production systems. The service provider would be expected to conform to the City's standard processes in this regard, which include, but are not limited to, the use of distinct test and production environments, as well as governed change control processes.
Support	Support encompasses: • Support requirement is 24 hours a day 7 days a week. • Technical support will be provided by trained CCT staff (Level 1, 2 and 3) with escalated support to be provided by Tenderer • All application support will be the responsibility of the appointed vendor • Dedicated end-user support for a defined period (12 Months) after or during roll-out of the HCM solution

13.8.10 Requirements for Professional Services for the Human Capital Management Solution

The following provide for the requirements and deliverables for professional services for the Human Capital Management Solution. Refer to Schedule J in section (5) Price Schedule

No.	Function / Role	Experience level
1	Project Manager	5+ years relevant experience • This is a skilled position that requires extensive experience in a HCM and/or related field along with a high level of education (NQF level of 7 or similar) • Transferring of skills to the relevant CCT officials for continuity • Plan and Develop the Project Idea • Create and Lead Your Dream Team • Monitor Project Progress and Set Deadlines • Solve Issues That Arise • Manage the budget Ensure Stakeholder Satisfaction • Evaluate Project Performance
2	Senior Project Manager	12+ years relevant experience • Provide strong technical leadership and guidance to both CCT and project teams, including teams that are geographically distributed • This is a skilled position that requires extensive experience in a HCM and/or related field along with a high level of education (NQF level of 7 or Higher) • Transferring of skills to the relevant CCT officials for continuity • Plan and Develop the Project Idea • Create and Lead Your Dream Team • Monitor Project Progress and Set Deadlines • Solve Issues That Arise • Manage the budget Ensure Stakeholder Satisfaction • Evaluate Project Performance
3	Architect	5+ years relevant experience • Defining the roadmap, strategy and solution Design, implement, test and deploy the HCM solution and integrated components using the latest technologies and best practices. • Communicate risks, issues, challenges and status/progress of the project • Document requirements, design, architecture and test scripts • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or similar) • Transferring of skills to the relevant CCT officials for continuity
4	Senior Architect	12+ years relevant experience • Produce all required design specifications, work with the Project Manager to create detailed technical task lists, provide technical guidance to the project team, and enforce CCT project standards and best practices • Use recommended best practices and CCT inputs to produce design artefacts and technical implementation tasks required for the HCM project execution • Provide leadership and advice for on-premises and cloud-based customer implementations • Work with the CCT operations team to implement the requirements Work with the CCT operations team to develop

		continuous fault monitoring and remediation workflows, as part of a coherent reliability design. • In cooperation with CCT, build and execute HCM functional and performance test plans • Provide strong technical leadership and guidance to both CCT and project teams, including teams that are geographically distributed • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or Higher) • Transferring of skills to the relevant CCT officials for continuity
5	Subject matter expert	5+ years relevant experience • Support the definition of processes and policies, supply business rules and procedures, and communicate the contexts in which the rules, processes and policies are applied • Accurately represent the HCM business units' needs to the project/program team • Validate the requirements and deliverables that describe the product(s) or service(s) that the project/program will produce • Bring information about the project/program back to the customer community • Provide input for the design and construction of test cases and scenarios, and may also validate executed test results • Provide input into and/or create and execute user documentation and training material • Test the HCM product(s) or service(s) towards the end of the project/program (user acceptance testing), using and evaluating it for accuracy and usability, providing feedback to the project/program team • Guide other professionals on the project/program to ensure the content is accurate • Resolve issues relevant to project/program deliverable(s) within their area of expertise • Obtain or provide approval for changes to rules, processes and policies • Provide strong technical leadership and guidance to both CCT and project teams, including teams that are geographically distributed • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or similar) • Transferring of skills to the relevant CCT officials for continuity
6	Senior Subject matter expert	12+ years relevant experience • Worked as HR Functional Lead in implementation and/or upgrade projects • Exemplified advanced knowledge in understanding of business requirements, processes and implementation approaches for HCM modules: e.g. HR, Benefits Admin, Payroll, T&L, GL Interface, Recruiting • Experience with configuring ESS, MSS and Workflow • Must be able to QA test development work and work with the technical development team to ensure customer requirements are met • Advanced knowledge of HR business practices, work flow analysis, business systems design, and process re-engineering

		• Proven experience in requirement gathering, fit/gap analysis, documenting design, test planning, test scripts and etc. • Demonstrated commitment to and understanding of best practices in quality customer service • Provide strong technical leadership and guidance to both CCT and project teams, including teams that are geographically distributed • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or Higher) • Transferring of skills to the relevant CCT officials for continuity
7	Business Analyst	5+ years relevant experience • Develops product roadmaps, ensuring they are aligned with current and future business needs • Provides programs to improve operational efficiency, consistency along with Business Practices and Processes • Leads the business requirements phase of a project, ensuring needs are clarified and effectively documenting • Project management of key initiatives in process/system improvements, upgrades, migrations • Leads all phases of projects in their area(s) of expertise and focus, ensuring the delivery of all project deliverables on time, on budget, and aligned to the needs of the business with utmost quality • Drives the resolutions and troubleshooting of issues during development and postproduction support • Provide strong technical leadership and guidance to both CCT and project teams, including teams that are geographically distributed • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or similar) • Transferring of skills to the relevant CCT officials for continuity
8	Principle Business Analyst	12+ years relevant experience • Researches and analyses existing systems and processes; identifying data and process flows and integration points; recommending project approaches about the Core HR implementation • Production Support of all aspects of HCM Applications and other HCM related custom applications • Configures or directs the configuration of existing applications/modules to meet customer needs • Defines and leads business process/technology improvements that may affect multiple areas • Acts as IT business consultant to the business partner communities by participating in process and technology aspects of business-sponsored RFP's, evaluating, and clarifying project objectives, ensuring appropriate project prioritizations, and advising on new business initiatives • Facilitates business critical end user training of delivered solutions • Plans for the change management required to implement the project, assembling necessary resources • Captures demand for IT services within a function and manages the demand through the governance process

		• Manages the definition and roadmap of IT solutions to support a global capability on behalf of business partner organizations • Prioritizes, manage and service multiple project requests in addition to supporting selected HCM product(s) • Provide strong technical leadership and guidance to both CCT and project teams, including teams that are geographically distributed • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or Higher) • Transferring of skills to the relevant CCT officials for continuity
9	Change Manager	12+ years relevant experience • Mobilize and Align Leaders & Articulate the Case for Change • Communicate project scope, rollout strategy and implementation schedule • Conduct organization and people readiness assessments to identify both opportunity and risk as early as possible and define actions to realize these opportunities and mitigate risks • Analyse the current condition of the business, locations, and departments in terms of processes, organization and people systems • Develop a transformation plan that defines actions, responsibilities and timeframe to get to target condition • Analyse implications for HR such as performance management, compensation and classification, recruiting, hiring and on-boarding, etc. • Monitor the “people” risk mitigation progress by conducting mid-course and post implementation checks • Identify key stakeholders within the business and across the enterprise and implement best practices for adoption • Information between and among all project stakeholders • Plan for the transition process through implementation to post go-live • Assess current workforce in terms of skills, abilities, experiences and capabilities; assess staffing impacts • Develop/implement training strategies and plans to close learning gaps • Well before go-live, help end-users, leaders, implementation team members, process owners, customer, suppliers understand how their processes and work will be impacted • This is a skilled position that requires extensive experience in a related field along with a high level of education (NQF level of 7 or Higher) • Transferring of skills to the relevant CCT officials for continuity

13.8 TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

13.9 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

13.10 FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annexed**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")			
JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC
YEAR			
ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)			
R			

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		Sheet 1 of				
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
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8												
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19												
20												
										0	0 R	-
Declared by Contractor or Vendor to be true and correct:		Name		Signature								
		Date										
Received by Employer's Agent / Representative:		Name		Signature								
		Date										