


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 66

TENDER NO: 207C/2022/23

**TENDER DESCRIPTION: PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)**

**CONTRACT PERIOD: THIRTY SIX (36) MONTHS FROM DATE OF COMMENCEMENT**

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 13 December 2022

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX  
NUMBER:** 144

**TENDER FEE:** **R 200** 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	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

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

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## VOLUME 1: THE TENDER

### (1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 11 November 2022
- SITE VISIT/CLARIFICATION MEETING** : Tuesday, 29 November 2022, at 10:00a.m.  
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** :  
<https://meet.capetown.gov.za/keikenametsi.ntaba/7S7S743T>
- TENDER BOX & ADDRESS** :
- Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2<sup>nd</sup> 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. 207C/2022/23 – Provision of Panel of Service Providers: Professional People and Transformation Services for Organisational Effectiveness & Innovation (OEI)”**, 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:** Monica Pregnoloato  
**Email:** [Monica.Pregnoloato@capetown.gov.za](mailto:Monica.Pregnoloato@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.

The CCT intends to appoint the main tenderer per part (the highest ranked tenderer ("the winner") and in addition two ("standby tenderers") per part for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if they refuses will the work be offered to the next highest ranked tenderer from the standby tenderers).

The contract period shall be for a period of **three years** from the commencement date of the contract.

### 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 Alternative Bidder

Alternative 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 alternative bidder in terms of the procedures included 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:** 20<sup>th</sup> 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](mailto: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:** 20<sup>th</sup> 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](mailto: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, 2<sup>nd</sup> 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](http://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.

## 2.2 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. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.**

#### 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 Mandatory Requirements

Tenderers failing to adhere to the following mandatory requirements at close of tender, will be deemed non-responsive:

PART D: Registered Psychology Professionals are required to have HPCSA registration for the use of various assessments as per registration list of assessments. Proof of HPCSA registration must be submitted. Such proof of registration must be up to date (current) at the time of tender submission. Assessment tools for personality, career and team development must be certified as reliable and valid by the HPCSA. SA norms and suitable for the South African context.

PART E: Assessment tool for personality and team assessment must be certified as reliable and valid and applicable to the South African context. Proof to be provided confirming reliability and validity.

PART F: Registered Psychology Professionals are required to have HPCSA registration for the use of various assessments as per registration list of assessments. Proof of HPCSA registration must be submitted. Such proof of registration must be up to date (current) at the time of tender submission. Assessment tool for emotional intelligence must be certified as reliable and valid by the HPCSA. Failure to provide such evidence will deem the bidder non responsive.

#### 2.2.1.1.4 Compulsory clarification meeting

Not Applicable

#### 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.

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. More details on each Part is available below the each table. **Examples / evidence of experience, expertise, facilitation and resources for Parts A to J and must be submitted as a company profile with content for experience and expertise and CVs of resources and facilitators. This is also confirmed in Schedule 15 (Volume 2) as documents to be submitted with this tender.**

#### Part A: Leadership Development Programmes and Facilitation

No.	Evaluation Criteria	Guidelines for Criteria Application	Points Allocation	Score
1	<b>Experience- Projects completed in the last 5 years</b> Examples of the content of leadership development programmes (across the four levels of leadership outlined in the specification and described below this table) facilitated in large organisations of the same size and complexity as the CCT (Multi faceted organisation of 10 000 or more staff)	The following require examples of projects completed over the last 5 years across all four leadership levels as outlined in the explanation section below this table:  1. Content development approach and methodology  2. Facilitation methodology used for conducting the workshop/ training session  3. The leadership assessments and or tools used  4. Content and materials at all four leadership levels  5. How psychological safety is achieved.  6. The time period of the interventions including past completed project plan  7. Creativity and innovation in the content and material used to obtain the desired outcome of the intervention	The service provider has outlined their expertise in the development of content and the facilitation of leadership development programmes in large organisations as per the guidelines for criteria application = <b>30 points</b>  The service provider has outlined their expertise in the development of content and the facilitation of leadership development programmes in large organisations but omitted at least one but not more than two of the criteria = <b>20 points</b>  The service provider has outlined their expertise in the development of content and the facilitation of leadership development programmes in large organisations but omitted at least three but not more than four of the criteria = <b>15 points</b>	30



	Complexity and Scale i.e. size of organisation, where leaders may often have 100+ reporting lines. (Multi faceted organisation of 10 000 or more staff)	<p>8. Preferred format of instilling learning</p> <p>With due consideration of organisations of the same size and complexity to CCT, consider:</p> <ul style="list-style-type: none"> <li>• Size of the company/organisation,</li> <li>• Number of stakeholders involved</li> </ul>	<p>The service provider has outlined their expertise in the development of content and the facilitation of leadership development programmes in large organisations but omitted at least five or more of the criteria= <b>10 points</b></p> <p>The service provider did not outline their expertise in the development of content and the facilitation of leadership development programmes in large organisations = <b>0 points</b></p> <p>Leadership programmes (content development and facilitation) delivered to more than 12 organisations of the same size and complexity as the CCT =<b>10 points</b></p> <p>Leadership programmes (content development and facilitation) delivered to 7 - 12 organisations of the same size and complexity as the CCT =<b>5 points</b></p> <p>Leadership programmes (content development and facilitation) delivered to 4-6 organisations of the same size and complexity as the CCT =<b>3 points</b></p> <p>Leadership programmes (content development and facilitation) delivered to 1-3 organisations of the same size and complexity as the CCT =<b>0 points</b></p>	10
2	<p><b>Expertise</b></p> <p>Development of an approach to measuring ROI of leadership development programmes</p>	Contains a method that measures the effectiveness of programme delivery (ROI) such as a measurement tool confirming immediate feedback on content delivered and intended areas of measurement of ROI once new learning is applied in the work environment	<p>The proposal includes a measure of the effectiveness of the programmes with a ROI measurement tool and process most relevant to the leadership development programmes =<b>10 points</b></p> <p>The proposal includes a measure of the effectiveness of the programmes with a ROI measurement tool and process capturing some of the areas of measure relevant to the leadership development programmes,</p>	10

	Close out reports	Close out reports and/or presentation delivery including synthesised information (Examples required)	<p>but not all=<b>5 points</b></p> <p>The proposal does not include a measure of the effectiveness of the programmes with a ROI measurement tool and process = <b>0 points</b></p> <p>The close out report provides a full summary of the outcomes of the programme and includes further recommendations for future actions =<b>10 points</b></p> <p>The close out report provides a partial summary of the outcomes of the intervention and includes no further recommendations for future actions=<b>5 points</b></p> <p>The close out report provides no details of the summary of the outcomes of the intervention and includes no further recommendations for future actions =<b>0 points</b></p>	<b>10</b>
<b>3</b>	<b>Facilitation</b>  Individual facilitators' <b>relevant</b> years' of experience providing both online and face-to face interventions  (Must confirm in CV in Schedule 15: models used, approach and work completed)	Facilitated large scale leadership development programmes for large local government organisations and /or private sector companies and / or public sector organizations where large equates to a multi faceted organisation with 10 000 or more employees and facilitation refers to both virtual and in-person sessions	<p>More than 10 years' relevant experience( both on-line and in person) =<b>10 points</b></p> <p>6-9 years' relevant experience (both virtual and in-person) =<b>7 points</b></p> <p>3-5 years' relevant experience (both virtual and in-person) = <b>5 points</b></p> <p>Less than 3 years' relevant experience (both virtual and in-person) =<b>0 points</b></p>	<b>10</b>
<b>4</b>	<b>Resources</b>  Availability of project staff for City of Cape Town projects. Number of full time project staff available to manage the leadership development content and facilitation of City of Cape Town projects	Number of project staff readily available within 24 hours to facilitate interventions for City of Cape Town projects. (24 working hours notice to be available to facilitate)	<p>More than 10 project staff=<b>10 points</b></p> <p>6-9 project staff = <b>5 points</b></p> <p>4-5 project staff =<b>3 points</b></p> <p>Up to 3 project staff =<b>0 points</b></p> <p>More than 10 account executive and team members</p>	<b>10</b>

		Key account executives and team members responsible for content development and facilitation of City of Cape Town projects	= <b>10 points</b>  6-9 account executives and team members = <b>5 points</b>  4-5 account executives and team members = <b>3 points</b>  Up to 3 account executives and team members = <b>0 points</b>  More than 10 years= <b>10 points</b>	<b>10</b>
	Years of relevant experience of key account managers for City of Cape Town's projects who are responsible for developing, creating and designing content/material/products	Years' experience of the individual key account managers for City of Cape Town's projects who are responsible for developing, creating and designing content/material/products for leadership development programmes and interventions or initiatives for large local government organisations and /or private sector companies and / or public sector organizations where large equates to 10 000 or more employees in a multi faceted organisation	6-9 years = <b>7 points</b> 3-5 years= <b>5 points</b> Less than 3 years = <b>0 points</b>	<b>10</b>
				<b>Total 100</b>

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

**Explanation of evaluation criteria for PART A:**

(To be read together with the evaluation criteria stipulated in the table above for PART A)

The submission will be evaluated on the following criteria using examples of completed projects over the last 5 years (2017 – 2022):

**Experience:** Provide examples of leadership development programmes (linked to figure 1 in this tender) facilitated in large organisations of the same size and complexity as the CCT and at:

- Future leadership / junior supervisory level (TASK level T5 – T9)
- Supervisory / Team level (TASK level T10 – T14)
- Heads and Management level (TASK level T14 – T19)
- Senior Leadership level (TASK level T19 – T25)

Examples submitted of each of the 4 programmes listed above with due consideration of:

- Content development approach and methodology used in the development of leadership development programmes (across all four levels of leadership);
- Facilitation methodology, taking into account various levels of City leadership, used for conducting the workshop/ training session, i.e. proposed /delivery method of content including both virtual and in person delivery of e.g. contact sessions, e-Learning, etc.;
- The leadership assessments and tools used to identify leadership team strengths, preferences and development areas;
- Content and materials that address sustainable ways of leadership development at all four levels;
- How psychological safety from the participants of the facilitation session / training is achieved;

- How buy-in from the participants to the facilitation session / training was achieved;
- The time period of the intervention including a project plan for conceptualisation, development, facilitation and evaluation of the training;
- Creativity and innovation of the content and material applied and where the use of such methods rendered a successful solution to the issue being addressed;
- Methods and tools identified that measure the effectiveness of the programme delivery (ROI);
- Reports and/or presentations delivered to the customer on synthesised information;
- Preferred format of instilling learning e.g. Case studies and scenario's, practical learning, etc.;
- Content development of these programmes as offered at large organisations of similar size and/or complexity to the City of Cape Town; and
- Scale and complexity of recent (last 5 years 2017-2022) leadership development programme facilitation. It is important for all examples included in the submissions to include the size of the company/organisation and the number of stakeholders involved.

Expertise:

- Provide details of the measurement of the effectiveness of programme delivery (ROI) such as a measurement tool confirming immediate feedback on content delivered and intended areas of measurement of ROI once new learning is applied in the work environment
- Provide examples of detailed close out reports and/or presentation delivery including synthesised information

Facilitation:

- Demonstrate adequate knowledge and experience of developing and facilitating interventions of this kind. As such it is imperative to list models, methodology, assessments and/ or tools used and include Curriculum Vitae (CVs) of resources, which should include examples of work done.

Resources:

- Details of the facilitation support (project support staff and key account managers) that will be provided during the intervention both in person and virtually (this includes inter alia type of materials that will be used to develop creative and innovative outcomes, registration process, securing venue(s), providing catering, securing support for the facilitator/s within the geographic area of the City of Cape Town- where applicable. Also required would be years of experience of key account managers working in a large multi faceted organisation of 10 000+ staff. Please provide project staff, facilitators and key account managers CV's clearly confirming experience in leadership development programmes development, management of implementation, facilitation and / or support.

**Part B: Team Enablement and Facilitation**

No.	Evaluation Criteria	Guidelines for Criteria Application	Points Allocation	Score
1	<b>Experience-Projects completed in the last 5 years</b> Examples of the content of team enablement and facilitation sessions facilitated in large organisations of the same size and complexity as the CCT (Multi faceted organisation of 10 000 or more staff)	The following require examples of projects completed over the last 5 years as outlined in the explanation section below this table:  1.Content development approach and methodology  2. Facilitation methodology used  3.The team assessments or tools used  4.Content and materials that address sustainable ways of team facilitation and enablement sessions	The service provider has outlined their expertise in the development of content and the facilitation of team enablement interventions in large organisations as per the guidelines for criteria application = <b>30 points</b>  The service provider has outlined their expertise in the development of content and the facilitation of team enablement interventions in large organisations but omitted at least one of the criteria = <b>20 points</b>  The service provider has	<b>30</b>

	Complexity and Scale	<p>5.How psychological safety was achieved</p> <p>6. The time period of the interventions including completed project plan</p> <p>7.Creativity and innovation in the content and material used</p> <p>8.Preferred format of instilling learning e.g. Case studies and scenarios, practical learning.</p> <p>With due consideration of the organisations of same size and complexity to CCT, consider:</p> <ul style="list-style-type: none"> <li>• Size of the company/organisation</li> <li>• Number of stakeholders involved</li> </ul>	<p>outlined their expertise in the development of content and the facilitation of team enablement interventions in large organisations but omitted at least three of the criteria = <b>15 points</b></p> <p>The service provider has outlined their expertise in the development of content and the facilitation of team enablement interventions in large organisations but omitted at least five or more of the criteria= <b>10 points</b></p> <p>The service provider did not outline their expertise in the development of content and the facilitation of team enablement interventions in large organisations = <b>0 points</b></p> <p>Team enablement and facilitation includes more than 12 organisations of the same size and complexity as the CCT = <b>10 points</b></p> <p>Team enablement and facilitation includes 7 - 12 organisations of the same size and complexity as the CCT = <b>5 points</b></p> <p>Team enablement and facilitation sessions includes 4-6 organisations of the same size and complexity as the CCT = <b>3 points</b></p> <p>Team enablement and facilitation sessions includes 1-3 organisations of the same size and complexity as the CCT = <b>0 points</b></p>	10
2	<p><b>Expertise</b></p> <p>Development of an approach to measuring ROI for team enablement interventions</p>	<ul style="list-style-type: none"> <li>• Contains a method that measures the effectiveness of programme delivery (ROI) such as a measurement tool confirming immediate feedback on content delivered and intended areas of measurement of ROI once new learning is applied in the work environment</li> </ul>	<p>The proposal includes a measure of the effectiveness of the interventions with an ROI measurement tool and process most relevant to team enablement and facilitation interventions = <b>10 points</b></p> <p>The proposal includes a measure of the effectiveness of the interventions with an ROI measurement tool and process capturing some of the areas of measure relevant to team</p>	10

	Close out reports	Close out reports and/or presentations delivery including synthesised information (Examples required)	<p>enablement and facilitation, but not all = <b>5 points</b></p> <p>The proposal does not include a measure of the effectiveness of team enablement and facilitation with an ROI measurement tool and process = <b>0 points</b></p> <p>The close out report provides a full summary of the outcomes of the interventions and includes further recommendations for future actions = <b>10 points</b></p> <p>The close out report provides a partial summary of the outcomes of the interventions and includes no further recommendations for future actions = <b>5 points</b></p> <p>The close out report provides no details of the summary of the outcomes of the interventions and includes no further recommendations for future actions = <b>0 points</b></p>	<b>10</b>
<b>3</b>	<p><b>Facilitation</b></p> <p>Individual facilitators' <b>relevant</b> years' experience providing both online and face-to-face interventions</p> <p>(Must confirm in CV models used, approach and work completed)</p>	Facilitated large scale team enablement programmes for large local government organisations and /or private sector companies and / or public sector organizations where large equates to a multi faceted organisation of 10 000 or more employees and facilitation refers to both virtual and in-person sessions	<p>More than 10 years' relevant experience = <b>10 points</b></p> <p>6-9 years' relevant experience (both in-person and virtual) = <b>7 points</b></p> <p>3-5 years' relevant experience (both in-person and virtual) = <b>5 points</b></p> <p>Less than 3 years' relevant experience (both in-person and virtual) = <b>0 points</b></p>	<b>10</b>

4	Resources	<p>Availability of project staff for City of Cape Town projects</p> <p>Number of project staff readily available within 24 hours to facilitate interventions for City projects</p> <p>Key account executives and team members responsible for content development and facilitation of City projects</p>	<p>More than 10 project staff= <b>10 points</b></p> <p>6-9 project staff = <b>5 points</b></p> <p>4-5 project staff = <b>3 points</b></p> <p>Up to 3 project staff = <b>0 points</b></p>	10
	Years of relevant experience of key account managers responsible for developing, creating and designing content/material/products for City of Cape Town projects	<p>Years' experience of the individual key account managers responsible for developing, creating and designing content/material/products for City projects focusing on team enablement and facilitation sessions for large local government organisations and /or private sector companies and / or public sector organizations where large equates to a multi faceted organization of 10 000 or more employees</p>	<p>6 or more project members assigned to City projects = <b>10 points</b></p> <p>3-5 project members assigned to City projects= <b>5 points</b></p> <p>Less than 3 project members assigned to City projects = <b>0 points</b></p> <p>More than 10 years = <b>10 points</b></p> <p>6-9 years = <b>7 points</b></p> <p>3-5 years= <b>5 points</b></p> <p>Less than 3 years = <b>0 points</b></p>	10
				<b>Total 100</b>

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

### Explanation of evaluation criteria for PART B:

(To be read together with the evaluation criteria stipulated in the table above for PART B)

The submission will be evaluated on the following criteria using examples of completed projects over the last 5 years (2017 – 2022):

**Experience:** The service provider will be required to provide evidence of completed team interventions and facilitation sessions which focus on developing team cohesion and effectiveness. The example provided must address a typical team facilitation session including a dynamic in which the team consists of team members with very different strengths, preferences and styles of approaching their day to day tasks. Team dynamics may include but are not limited to : difficult interpersonal relationships at different levels resulting in conflict, poor communication, stress, change fatigue, poor team performance, poor understanding of processes and clarification thereof, understanding and clarification of roles and responsibilities as well as a lack of appreciation for diversity.

The submission expected from the service provider must demonstrate sound knowledge, expertise and experience in both the content development and facilitation of workshops which will typically address team dynamics noted above and then tools to guide the solution to these issues.

Client outcome –what role did the workshop play in the overall interventions’ objective. This must demonstrate the value add of the services provided

The examples of team enablement and facilitation sessions concluded in large organisations of the same size and complexity as the CCT must also be provided.

Examples submitted will be evaluated with due consideration of:

- Content development approach and methodology used in the development of team enablement interventions and the facilitation thereof
- Facilitation methodology used for conducting the team enablement session where virtual and in-person sessions have been provided
- The methodology that can most effectively be applied to address the dynamics that unfolds in the team during the session
- The team assessments or tools that could be used to identify team strengths, preferences and development areas
- Content and materials addressing sustainable ways of working better together and dealing effectively with the team challenges being faced
- How psychological safety from the participants to the facilitation session will be achieved
- The time period of the intervention including an example of a past completed project plan
- Creativity and innovation in the content and material applied and where the use of such methods rendered a successful solution to the issue being addressed
- Preferred format of instilling learning e.g. Case studies and scenarios, practical learning
- Method identified that can measure the effectiveness of the intervention
- Synthesis of information gathered
- Reports and/or presentations delivered to the customer on synthesised information.
- Scale and complexity of recent (last 5 years 2017 - 2022) team enablement interventions. It is important for all submissions to include the size of the company/ organisation, the number of stakeholders involved.

Expertise:

- Provide details of the measurement of the effectiveness of programme delivery (ROI) such as a measurement tool confirming immediate feedback on content delivered and intended areas of measurement of ROI once new learning is applied in the work environment
- Provide examples of detailed close out reports and/or presentation delivery including synthesised information

Facilitation:

- Demonstrate adequate knowledge and experience of developing and facilitating interventions of this kind, therefore it is imperative to list models, methodology, assessments and/ or tools used and include Curriculum Vitae (CVs) of resources, which should include examples of previous work done.

Resources:

- Details of the facilitation support (project support staff and key account managers) that will be provided during the intervention both in person and virtually (this includes inter alia type of materials that will be used to develop creative and innovative outcomes, registration process, securing venue(s), providing catering, securing support for the facilitator/s within the geographic area of the City of Cape Town- where applicable. Also required would be years of experience of key account managers working in large organisations of 10 000+ staff a multi faceted organisation. Please provide project staff, facilitators and key account managers CV's clearly confirming experience in leadership development programmes development, management of implementation, facilitation and / or support.



**Part C: Facilitation**

No.	Evaluation Criteria	Guidelines for Criteria Application	Points Allocation	Score
1	<p><b>Experience- Projects completed in the last 5 years</b></p> <p>Examples of facilitation sessions including details of such sessions in large organisations of the same size and complexity as the CCT (Multi faceted organisation of 10 000 or more staff)</p>	<p>The following require examples of projects completed over the last 5 years:</p> <ol style="list-style-type: none"> <li>1.Facilitation Methodology used in workshops and interventions</li> <li>2.Report/outcomes captured for the workshop</li> <li>3.Examples of any assessments or tools used to facilitate the workshops</li> <li>4.The time period of the interventions including an example of a past completed project plan</li> <li>5. How psychological safety from the participants to the workshop is achieved</li> <li>6.Creativity and innovation in the content and material used to obtain the desired outcome</li> <li>7.Preferred format of instilling learning e.g. Case studies and scenarios, practical learning</li> <li>8.Reports and/or presentations delivered with relevant supporting information</li> </ol> <p>With due consideration of the organisations of same size and complexity to CCT, consider:</p> <ul style="list-style-type: none"> <li>• Size of the company/organisation,</li> <li>• Number of stakeholders involved</li> </ul>	<p>The service provider has outlined their expertise in facilitation in large organisations as per the guidelines for criteria application = <b>30 points</b></p> <p>The service provider has outlined their expertise in facilitation in large organisations but omitted at least one of the criteria = <b>20 points</b></p> <p>The service provider has outlined their expertise in facilitation in large organisations but omitted at least three of the criteria = <b>15 points</b></p> <p>The service provider has outlined their expertise in facilitation in large organisations but omitted at least five or more of the criteria= <b>10 points</b></p> <p>The service provider did not outline their expertise in facilitation in large organisations = <b>0 points</b></p> <p>Facilitation sessions include more than 12 organisations of the same size and complexity as the CCT = <b>10 points</b></p> <p>Facilitation sessions include 7 - 12 organisations of the same size and complexity as the CCT = <b>5 points</b></p> <p>Facilitation sessions include 4-6 organisations of the same size and complexity as the CCT = <b>3 points</b></p>	<p><b>30</b></p> <p><b>10</b></p>

	The proposal provides details of the type of facilitation support that will be provided during interventions	This must include details of all materials and resources applicable to the facilitation offering	<p>Facilitation sessions include 1-3 organisations of the same size and complexity as the CCT = <b>0 points</b></p> <p>The proposal confirms the complete suite of facilitation support that can be provided = <b>20 points</b></p> <p>The proposal confirms the partial suite (50%) of facilitation support that can be provided = <b>10 points</b></p> <p>The proposal confirms that no facilitation support that can be provided = <b>0 points</b></p>	<b>20</b>
<b>2</b>	<b>Expertise</b>  Close out report	Close out reports and/or presentations include a full summary of the outcomes of the intervention and includes further recommendations for future actions (Examples required)	<p>The close out report provides a full summary of the outcomes of the programme and includes further recommendations for future actions = <b>10 points</b></p> <p>The close out report provides a partial summary of the outcomes of the intervention and includes no further recommendations for future actions = <b>5 points</b></p> <p>The close out report provides no details of the summary of the outcomes of the intervention and includes no further recommendations for future actions = <b>0 points</b></p>	<b>10</b>
<b>3</b>	<b>Facilitation</b>  Individual facilitators' <b>relevant</b> years' experience providing both online and face-to-face interventions  (Must confirm in CV-models used, approach and work Completed-Schedule 15)	Facilitated large scale sessions for large local government organisations and /or private sector companies and / or public sector organizations where large equates to 10 000 or more employees in a multi faceted organisation and facilitation refers to both virtual and in-person sessions	<p>More than 10 years' relevant experience (virtual and in-person) = <b>10 points</b></p> <p>6-9 years' relevant experience (virtual and in-person) = <b>7 points</b></p> <p>3-5 years' relevant experience (virtual and in-person) = <b>5 points</b></p> <p>Less than 3 years' relevant experience (virtual and in-person) = <b>0 points</b></p>	<b>10</b>
<b>4</b>	<b>Resources</b>  Availability of project staff	Number of project staff readily available within 24 hours to facilitate interventions for the City's projects	<p>More than 10 project staff = <b>10 points</b></p> <p>6-9 project staff = <b>5 points</b></p> <p>4-5 project staff = <b>3 points</b></p>	<b>10</b>

	Number of project staff available for support in facilitation sessions for City projects and interventions	Key account executives and team members responsible for facilitating sessions for City projects	Up to 3 project staff = <b>0 points</b>  6 or more project members assigned to City projects = <b>10 points</b>  3-5 project members assigned to City projects = <b>5 points</b>  Less than 3 project members assigned to City projects = <b>0 points</b>	<b>10</b>
				<b>Total 100</b>

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

#### **Explanation of evaluation criteria for PART C:**

(To be read together with the evaluation criteria stipulated in the table above for PART C)

The submission will be evaluated on the following criteria using examples of completed projects over the last 5 years (2017 – 2022):

**Experience:** Provide evidence of completed facilitated workshops that are conducted either virtually or in-person and include but are not limited to the following: change management workshops, vision, purpose and strategy alignment, focus groups, design-led thinking workshops, lean management workshops, innovation workshops, crucial team conversations, agile projects and processes, creating attractive and efficient workplaces and enhancing performance. The submission must contain sound knowledge, expertise and experience in the facilitation of workshops concluded in large organisations of the same size and complexity as the CCT (10 000 staff or more).

Client outcome –what role did the workshop play in the overall interventions’ objective. This must demonstrate the value add of the services provided.

Examples submitted will be evaluated with due consideration of:

- Facilitation Methodology used for conducting the workshop (including online or in-person)
- An example of the report/outcomes captured for the workshop
- Examples of any assessments or tools used to facilitate the workshops
- The time period of the interventions including an example of a past completed project plan
- How psychological safety from the participants to the workshop was achieved
- Creativity and innovation in the content and material applied and used to obtain the desired outcome of the intervention showing the effectiveness of the content and material used.
- Preferred format of instilling learning e.g. Case studies and scenarios, practical learning
- Reports and/or presentations delivered with relevant supporting information
- Scale and complexity of recent (last 5 years 2017 - 2022) facilitation sessions for workshops / interventions. It is important for all example submissions to include the size of the company/organisation and the number of stakeholders involved.

#### **Facilitation:**

- Demonstrate adequate knowledge and experience of developing and facilitating interventions of this kind, therefore it is imperative to list models, methodology, assessments and/ or tools used and include Curriculum Vitae (CVs) of resources, which should include examples of previous work done.

Expertise:

- Provide examples of detailed close out reports and/or presentation delivery including synthesised information

Resources:

- Details of the facilitation support that will be provided during the intervention (this includes inter alia type of materials that will be used to develop creative and innovative outcomes, registration process, securing venue, providing catering, securing support to the facilitator/s within the geographic area of Cape Town-where appropriate)
- Number of project staff readily available within 24 hours to facilitate interventions for the City's projects
- Key account executives and team members responsible for facilitating sessions for City projects

### Part D: Personality, Career and Team Development Assessments – for Registered Psychology Professionals

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Score
1	<b>Experience</b>  The supplier must have previous experience in the provision of online assessments and generating reports	This refers to the generation of reports for personality, career and team development assessments	More than 5000 similar reports = <b>20 points</b>  4000 - 4999 similar reports = <b>15 points</b>  3000 - 3999 similar reports = <b>10 points</b>  2000 - 2999 similar reports = <b>5 points</b>  Less than 2000 similar reports = <b>0 points</b>	20
	Individual experience of Organisational Psychologist(s) and Psychometrist(s) (As per CV's provided)	Years of experience as registered organisational psychologist / psychometrist	More than 15 years = <b>20 points</b>  10 - 15 years = <b>15 points</b>  5 - 9 years = <b>10 points</b>  1 - 4 years = <b>5 points</b>  No experience = <b>0 points</b>	
2	<b>Resources</b> Report Generation resource ( as per CV's provided)	Requirements of the resources to generate reports  1. Accredited personality, career and team development assessment practitioner,	Meets all requirements = <b>20 points</b>  Meets some requirements but is registered &	20

		<p>registered with the Health Professions Council of South Africa</p> <p>2. In-depth knowledge &amp; understanding of personality assessment, career and team development tools.</p> <p>3. In-depth knowledge &amp; understanding of underlying theory</p> <p>4. In-depth knowledge &amp; understanding of how to generate reports from a completed assessment</p>	<p>accredited = <b>15 points</b></p> <p>Does not meet most requirements but is registered &amp; accredited = <b>10 points</b></p> <p>Does not meet any requirements and is not registered or accredited = <b>0 points</b></p>	
<b>3</b>	<p><b>Expertise</b></p> <p>Facilitator / Trainer accredited in the relevant personality, career and team development assessment tools &amp; registered with the Health Professions Council of South Africa and has the in-depth knowledge of and ability to facilitate the content (As per CV's and company profile)</p>	<p>This is for the facilitation of the accreditation training:</p> <p>1. In-depth knowledge sharing of the relevant personality, career and team development assessment tools</p> <p>2. How to use the personality, career and team development assessment manuals</p> <p>3. How to give feedback to participants on the relevant personality, career and team development assessment profiles and outcomes</p> <p>4. How to use the relevant personality, career and team development reports in teams for team cohesion purposes as well as individually</p> <p>5. An overview of the reliability and validity of the assessment tools</p> <p>6. Ethical considerations</p> <p>7. Administration &amp; scoring, and</p> <p>8. Interpretation</p> <p>Number of accreditation facilitation sessions</p>	<p>Meets all requirements = <b>20 points</b></p> <p>Meets some requirements but is registered &amp; accredited = <b>15 points</b></p> <p>Does not meet most requirements but is registered &amp; accredited = <b>10 points</b></p> <p>Does not meet any requirements and/or is not registered or accredited = <b>0 points</b></p>	<b>20</b>

	The supplier must have expertise and previous experience in facilitation accreditation training in the relevant personality, career and team development assessment tools (As per experience in company profile provided)		More than 200 accreditation facilitation sessions = <b>20 points</b>  150 to 200 accreditation facilitation sessions = <b>15 points</b>  100 to 149 accreditation facilitation sessions = <b>10 points</b>  50 to 99 accreditation facilitation sessions = <b>5 points</b>  Less than 50 accreditation facilitation sessions = <b>0 points</b>	<b>20</b>
				<b>Total 100</b>

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

**Explanation of evaluation criteria for PART D:**

(To be read together with the evaluation criteria stipulated in the table above for PART D)

The City requires its registered Organisational Psychologists or those eligible under the HPCSA regulations, to administer online assessments to City employees through the service provider's online platform and to be able to access reports per individual and team that are generated by the service provider in order to be able to inform the team or individual intervention identified.

**Experience:** Provide evidence of the generation of reports for personality, career and team development assessments as well as the years of experience of registered organisational psychologist / psychometrist. Supplier experience is based on number of reports generated and the number of years of experience of the Organisational Psychologist(s) and Psychometrist(s) that would have generated / are generating such reports.

**Resources:** The resources that will be generating the reports must be registered with the HPCSA and possess the necessary in-depth knowledge and understanding of the assessment tools listed, including the underlying theory and how to generate reports from a completed assessment.

**Expertise:** Provide evidence that the Facilitator / Trainer are accredited in the relevant assessment tools, registered with the HPCSA and can facilitate the content for accreditation. This include:

- In-depth knowledge to be shared on the assessment tools;
- Access and provision of the different kinds of assessment manuals;
- Providing feedback to participants on assessment profiles and outcomes;
- Use of reports in teams for team cohesion as well as individually;
- Provide an overview of the reliability and validity of the assessment tools;
- Explain the Ethical consideration for the use of the assessments and reports;
- How the participants must complete administration and scoring;
- How the participants must interpret the reports and outcomes.

Expertise to include confirmation of the number of accreditation facilitation sessions concluded.

**Part E: Personality and Team Development Assessments – for Non-registered Professionals**

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Score
<b>1</b>	<b>Experience</b>	This refers to the generation of reports	More than 3000 similar reports = <b>20</b>	<b>20</b>

	<p>The supplier must have previous experience in the provision of online assessments and generating reports</p> <p>Individual experience of the relevant psychology professional in the provision of the assessment tools</p>	<p>for personality, and team development assessments</p> <p>This refers to the years of experience in the provision of assessment tools</p>	<p><b>points</b></p> <p>2000 – 2999 similar reports = <b>15 points</b></p> <p>1000 - 1999 similar reports = <b>10 points</b></p> <p>500 - 999 similar reports = <b>5 points</b></p> <p>Less than 500 = <b>0 points</b></p> <p>More than 15 years = <b>20 points</b></p> <p>10 - 15 years = <b>15 points</b></p> <p>5 - 9 years = <b>10 points</b></p> <p>Less than 5 years = <b>5 points</b></p> <p>No experience = <b>0 points</b></p>	<b>20</b>
<b>2</b>	<b>Resources</b> Report Generation resource	<p>Requirements of the resources to generate reports</p> <p>1. Accredited personality and team development assessment practitioner, registered with the Health Professions Council of South Africa</p> <p>2. In-depth knowledge &amp; understanding of personality assessment, and team development tools</p> <p>3. In-depth knowledge &amp; understanding of underlying theory</p> <p>4. In-depth knowledge &amp; understanding of how to generate reports from a completed assessment</p>	<p>Meets all requirements = <b>20 points</b></p> <p>Meets some requirements but is registered &amp; accredited = <b>15 points</b></p> <p>Does not meet most requirements but is registered &amp; accredited = <b>10 points</b></p> <p>Does not meet any requirements and is not registered or accredited = <b>0 points</b></p>	<b>20</b>
<b>3</b>	<b>Expertise</b> Facilitator / Trainer accredited in the relevant personality, and team	This is for the facilitation of the accreditation training:	Meets all requirements = <b>20 points</b>	<b>20</b>

	<p>development assessment tools &amp; registered with the Health Professions Council of South Africa and has the in-depth knowledge of and ability to facilitate the following content</p>	<p>1. In-depth knowledge sharing of the relevant personality, and team development assessment tools</p> <p>2. The personality, and team development assessment manuals</p> <p>3. How to give feedback to participants on the relevant personality, and team development assessment profiles and outcomes</p> <p>4. How to use the relevant personality, and team development reports in teams for team cohesion purposes as well as individually</p> <p>5. An overview of the reliability and validity of the assessment tools</p> <p>6. Ethical considerations</p> <p>7. Administration &amp; scoring, and</p> <p>8. Interpretation</p> <p>Number of accreditation facilitation sessions</p>	<p>Meets some requirements but is registered &amp; accredited = <b>15 points</b></p> <p>Does not meet most requirements but is registered &amp; accredited = <b>10 points</b></p> <p>Does not meet any requirements and is not registered or accredited = <b>0 points</b></p>	20
	The supplier must have expertise and previous experience in facilitation of accreditation training in the relevant personality and team development assessment tools		<p>More than 100 accreditation facilitation sessions = <b>20 points</b></p>	
			<p>More than 80 but less than 100 accreditation facilitation sessions = <b>15 points</b></p>	
			<p>60 to 79 accreditation facilitation sessions = <b>10 points</b></p>	
			<p>40 to 59 accreditation facilitation sessions = <b>5 points</b></p>	
			<p>Less than 40</p>	



			accreditation facilitation sessions: = <b>0 points</b>	
				<b>Total 100</b>

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

**Explanation of evaluation criteria for PART E:**

(To be read together with the evaluation criteria stipulated in the table above for PART E)

The City requires an accredited service provider to provide access to online personality and team development assessments for all City employees, as identified by the Organisational Development branch. These assessments will not require the Organisational Development professionals to be registered psychology professionals.

**Experience:** Provide evidence of the generation of reports for personality, career and team development assessments as well as the years of experience of registered organisational psychologist / psychometrist. Supplier experience is based on number of reports generated and the number of years of experience of the Organisational Psychologist(s) and Psychometrist(s) that would have generated / are generating such reports.

**Resources:** The resources that will be generating the reports must be registered with the HPCSA and possess the necessary in-depth knowledge and understanding of the assessment tools listed, including the underlying theory and how to generate reports from a completed assessment.

**Expertise:** Provide evidence that the Facilitator / Trainer are accredited in the relevant assessment tools, registered with the HPCSA and can facilitate the content for accreditation. This include:

- In-depth knowledge to be shared on the assessment tools;
- Access and provision of the different kinds of assessment manuals;
- Providing feedback to participants on assessment profiles and outcomes;
- Use of reports in teams for team cohesion as well as individually;
- Provide an overview of the reliability and validity of the assessment tools;
- Explain the Ethical consideration for the use of the assessments and reports;
- How the participants must complete administration and scoring;
- How the participants must interpret the reports and outcomes.

Expertise must also include confirmation of the number of accreditation facilitation sessions concluded.

**PART F Emotional Intelligence Assessment**

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Score
1	<b>Experience</b>  The supplier must have previous experience in the provision of online assessments and generating reports	This refers to the generation of reports for an online EQ assessment	More than 1500 similar reports = <b>20 points</b>  1000 - 1499 similar reports = <b>15 points</b>  800 - 999 similar reports = <b>10 points</b>  500 - 799 similar reports = <b>5 points</b>  Less than 500 similar reports = <b>0 points</b>	<b>20</b>

	Individual experience of Organisational Psychologist(s) and Psychometrist(s) in the provision of the assessment tools	Years of experience as registered organisational psychologist / psychometrist	<p>More than 15 years = <b>20 points</b></p> <p>10 - 15 years = <b>15 points</b></p> <p>5 - 9 years = <b>10 points</b></p> <p>Less than 5 years = <b>5 points</b></p> <p>No similar reports = <b>0 points</b></p>	<b>20</b>
<b>2</b>	<b>Resources</b> Report Generation resource	<p>Requirements of the resources to generate reports</p> <ol style="list-style-type: none"> <li>1. Accredited EQ assessment practitioner, registered with the Health Professions Council of South Africa</li> <li>2. In-depth knowledge &amp; understanding of the EQ assessment</li> <li>3. In-depth knowledge &amp; understanding of underlying theory</li> <li>4. In-depth knowledge &amp; understanding of how to generate reports from a completed assessment</li> </ol>	<p>Meets all requirements = <b>20 points</b></p> <p>Meets some requirements but is registered &amp; accredited = <b>15 points</b></p> <p>Does not meet most requirements but is registered &amp; accredited = <b>10 points</b></p> <p>Does not meet any requirements and is not registered or accredited = <b>0 points</b></p>	<b>20</b>
<b>3</b>	<b>Expertise</b> Facilitator / Trainer accredited in the relevant EQ assessment tool & registered with the Health Professions Council of South Africa and has the in-depth knowledge of and ability to facilitate the following content	<p>This is for the facilitation of the accreditation training:</p> <ol style="list-style-type: none"> <li>1. In-depth knowledge sharing of the relevant EQ assessment tool</li> <li>2. Access and provision of the EQ assessment manuals</li> <li>3. How to give feedback to participants on the relevant EQ assessment and outcomes</li> <li>4. How to use the relevant EQ assessment reports for both teams and individually</li> </ol>	<p>Meets all requirements = <b>20 points</b></p> <p>Meets some requirements but is registered &amp; accredited = <b>15 points</b></p> <p>Does not meet most requirements but is registered &amp; accredited = <b>10 points</b></p> <p>Does not meet any requirements and is not registered or accredited = <b>0 points</b></p>	<b>20</b>

		5. An overview of the reliability and validity of the assessment tool  6. Ethical considerations  7. Administration & scoring, and  8. Interpretation  Number of accreditation facilitation sessions	More than 150 accreditation facilitation sessions = <b>20 points</b>  100 – 149 accreditation facilitation sessions = <b>15 points</b>  70 to 99 accreditation facilitation sessions = <b>10 points</b>  30 to 69 accreditation facilitation sessions = <b>5 points</b>  Less than 30 accreditation facilitation sessions: = <b>0 points</b>	<b>20</b>
				<b>Total 100</b>

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

**Explanation of evaluation criteria for PART F:**

(To be read together with the evaluation criteria stipulated in the table above for PART F)

A Health Professions Council of South Africa (HPCSA) accredited service provider to provide access to an online emotional intelligence assessment which measures a set of emotional and social skills that influence the way people perceive and express themselves, develop and maintain social relationships, cope with challenges and use emotional information in an effective and meaningful way. In addition the assessment will need to highlight an individual's emotional and social strengths and weaknesses.

**Experience:** Provide evidence of the generation of reports for online EQ assessments as well as the years of experience of registered organisational psychologist / psychometrist. Supplier experience is based on number of reports generated and the number of years of experience of the Organisational Psychologist(s) and Psychometrist(s) that would have generated / are generating such reports.

**Resources:** The resources that will be generating the reports must be an accredited EQ assessment practitioner, registered with the HPCSA and possess the necessary in-depth knowledge and understanding of the EQ assessment, including the underlying theory and how to generate reports from a completed assessment.

**Expertise:** Provide evidence that the Facilitator / Trainer is accredited in the relevant EQ assessment tool, registered with the HPCSA and can facilitate the content for accreditation. This include:

- In-depth knowledge to be shared on the relevant EQ assessment tools;
- Access and provision of the EQ assessment manuals;
- Providing feedback to participants on EQ assessment profiles and outcomes;
- Use of EQ reports for teams as well as individually;
- Provide an overview of the reliability and validity of the assessment tool;
- Explain the Ethical consideration for the use of the EQ assessment and report;
- How the participants must complete administration and scoring;
- How the participants must interpret the report and outcomes.

Expertise must also include confirmation of the number of accreditation facilitation sessions concluded.

#### **PART G Employee and Leadership -360 Degree Feedback tool**

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Guidelines for Criteria Application</b>	<b>Points Allocation</b>	<b>Score</b>
<b>1</b>	<p><b>Experience</b> Development based on sound theoretical principles and content of the online 360 feedback survey and report</p> <p>User Accessibility and user friendliness of the system</p>	<p>The programme is delivered using sound theoretical principles and is engaging and easily understandable</p> <p>The ease of accessibility of an on-line system with clear instructions or an online guiding system.</p>	<p>The content is based on sound theoretical principles with clear, navigatable graphics that are engaging with clear font, content and guidelines which is easily understood; easy to access and clear instructions = <b>25 points</b></p> <p>The content is mostly based on sound theoretical principles with fairly clear and navigatable graphics that are somewhat engaging with clear font and content which is mostly understandable and some guidelines provided; can access and has instructions = <b>15 points</b></p> <p>The content is less theoretically sound with less clear and navigatable graphics that are not engaging with unclear font and content which is not easily understandable and limited guidelines; not easily accessible and limited instructions that is not very clear = <b>10 points</b></p> <p>The content is not theoretically sound with no or unclear graphics that are not engaging with unclear font and content which is not understandable, system is difficult to navigate and no guidelines provided; not accessible and no clear instructions = <b>0 points</b></p>	<b>25</b>

2	<p><b>Expertise:</b> The content of the 360 degree feedback tool</p>	<p>The proposal must include a 360 degree feedback tool which focuses on the assessment of leadership competencies and behaviours and highlights strengths and development areas in relation to these as assessed by self, peers, managers and subordinates/direct reports</p>	<p>The proposal fully reflects the ability to provide a 360 feedback tool which includes an assessment of leadership competencies and behaviours and highlights strengths and development areas =<b>20 points</b></p> <p>The proposal only partly reflects the ability to provide a 360 feedback tool which includes an assessment of leadership competencies and behaviours and highlights strengths and development areas = <b>10 points</b></p> <p>The proposal does not reflect the ability to provide a 360 feedback tool which includes an assessment of leadership competencies and behaviours and highlights strengths and development areas =<b>0 points</b></p>	20
	360 Feedback Report	<p>The submission provides a user friendly analysis and report which includes an assessment of leadership competencies and behaviours and highlights strengths and development areas as well as a proposed action plan. Report includes the intuitive ability of the employee being assessed to understand the results.</p>	<p>The report is user friendly and includes an assessment of leadership competencies and behaviours and highlights strengths and development areas as well as a proposed action plan; an employee assessed will be able to understand the results of the report=<b>15 points</b></p> <p>The report contains elements which are user friendly and includes some aspects which address the assessment of leadership competencies and behaviours as well as strengths and development areas and includes proposed action plan; an employee assessed will be able to understand some of the results of the report =<b>10 points</b></p> <p>The report is not user friendly and does not include all aspects of the assessment of leadership competencies and behaviours and does not</p>	15

	Train the Trainer	<p>The proposal includes feedback training in order for learning to be embedded and ensure effective engagement on outcomes.</p>	<p>contain sufficient details of strengths and development areas as well as a proposed action plan; an employee assessed will not be able to understand the results of the report.= <b>0 points</b></p> <p>The proposal includes details of a train the trainer programme which covers feedback training as well as analysis of 360 reports =<b>10 points</b></p> <p>The proposal includes some details of a train the trainer programme and covers some aspects of feedback training as well as analysis of 360 reports= <b>5 points</b></p> <p>The proposal offers no indication of a train the trainer including feedback training or report analysis = <b>0 points</b></p>	<b>10</b>
	Integration with leadership development programmes as well as mentoring and coaching programmes	<p>Integration is considered effective if 360 feedback results are interpreted and correctly linked to leadership development as well as coaching and mentoring programmes (Evidence required to support this)</p>	<p>Evidence submitted supports full integration between 360 feedback and leadership, coaching and mentoring programmes =<b>10 points</b></p> <p>Some integration between 360 feedback and leadership, coaching and mentoring programmes =<b>5 points</b></p> <p>No integration between 360 feedback and leadership , coaching and mentoring programmes = <b>0 points</b></p>	<b>10</b>

### **Explanation of evaluation criteria for PART G:**

**Expertise:** A 360-degree feedback tool is sought as part of the process to develop leadership competencies and enhance the measurement and assessment of leadership capabilities within the City. The assessment instrument must be able to provide employees in leadership positions with details of their strengths as well as development gaps against the leadership competency framework and associated leadership behaviours.

- A sample of typical dimensions for the 360-degree assessment, including a sample of competency and behaviourally based questions including those identifying leadership behaviours in a virtual/remote work context
- Details of the mechanism used for rater selection
- An example of the content of a typical 360 assessment report (user friendly, easy to use and understood)
- System compatibility (see functionality criteria)
- An overview of the train the trainer programme available to City officials

**Technical experience:** Information on the online 360-degree feedback system must be provided as part of the functionality assessment. The information can be submitted as per graphic presentation, photographs / pictures of the system operations or via an electronic submission (Memory / USB stick). User access and user friendliness of the system to be assessed based on the online 360-degree feedback system (pictures or electronic version) provided.

## Part H Change Management and Change Leadership Capability

No.	Evaluation Criteria	Guidelines for Criteria Application	Points Allocation	Score
1	<b>Experience- Change Projects completed in the last 5 years</b>	<p>The following require examples of projects completed over the last 5 years:</p> <ol style="list-style-type: none"> <li>1. Change Management and change leadership methodology applied to various projects from initiation through to benefits realization.</li> <li>2. Report/outcomes captured for the programme</li> <li>3. Examples of any change management and change leadership tools used to deliver the change</li> <li>4. The time period for the duration of the change programmes including an example of a past completed Change Plan</li> <li>5. Evidence of the methods used to measure the ROI for change</li> </ol>	<p>The service provider has outlined their expertise in change management in large organisations as per the guidelines for criteria application = <b>20 points</b></p> <p>The service provider has outlined their expertise in change management in large organisations but omitted at least two of the criteria = <b>10 points</b></p> <p>The service provider has outlined their expertise in change management in large organisations but omitted at least three or more of the criteria = <b>5 points</b></p> <p>The service provider did not outline their expertise in change management in large organisations = <b>0 points</b></p>	<b>20</b>
	The proposal provides details of the nature, size, scope and complexity of projects for which change management was provided	<p>This must include details of:</p> <ul style="list-style-type: none"> <li>• Number of stakeholders / extent of the differentiation in stakeholder groups involved</li> <li>• Level of stakeholders in terms of organisational seniority</li> <li>• Project risk (High, Medium or Low)</li> <li>• Outcome of the Change</li> <li>• Complexity of the Impact of the changes</li> <li>• Time taken to reach outcome / duration of the project</li> </ul>	<p>The proposal addresses all the details of the change projects = <b>20 points</b></p> <p>The proposal confirms (50%) the details of the change projects = <b>10 points</b></p> <p>The proposal confirms (30%) the details of the change projects = <b>5 points</b></p> <p>The proposal confirms no details of the change projects = <b>0 points</b></p>	
	Complexity and Scale of organisations in which change management projects were delivered	<p>With due consideration of the organisations of same size and complexity to CCT, consider:</p> <ul style="list-style-type: none"> <li>• Size of the company/organisation,</li> <li>• Number of stakeholders involved</li> <li>• Internal and external stakeholder impacts</li> </ul>	<p>Change Management Programmes included more than 12 organisations of the same size and complexity as the CCT = <b>10 points</b></p> <p>Change Management Programmes included 7 - 12 organisations of the same size and complexity as the</p>	



		<ul style="list-style-type: none"> <li>Number of different lines of business impacted</li> </ul>	<p><b>CCT =5 points</b></p> <p>Change Management Programmes included 4-6 organisations of the same size and complexity as the CCT =3 points</p> <p>Change Management Programmes included 1-3 organisations of the same size and complexity as the CCT =0 points</p>	
<b>2</b>	<p><b>Expertise: Change Projects completed in the last 5 years</b></p> <p>The proposal must provide details of demonstrated change leadership development expertise to produce and facilitate change leadership development programmes</p>	<p>This must include details of the :</p> <ol style="list-style-type: none"> <li>Content of the change leadership programme</li> <li>Level of leadership to which change leadership development programmes were delivered</li> <li>Examples of materials or tools used to facilitate the change leadership programmes</li> <li>The time period of the programmes</li> <li>Creativity and innovation in the content and material used to obtain the desired outcome of the programme showing the effectiveness of the content and material used</li> <li>Preferred format of instilling learning and adoption of change management skills</li> </ol>	<p>The service provider has outlined their expertise in the facilitation of change leadership development programmes as per the guidelines for criteria application = <b>20 points</b></p> <p>The service provider has outlined their expertise in the facilitation of change leadership development programmes but omitted at least two of the criteria = <b>15 points</b></p> <p>The service provider has outlined their expertise in the facilitation of change leadership development programmes but omitted at least three or more of the criteria = <b>10 points</b></p> <p>The service provider did not outline their expertise in the facilitation of change leadership development programmes = <b>0 points</b></p>	<b>20</b>
<b>3</b>	<p><b>Facilitation</b></p> <p>Individual Change Managers <b>relevant</b> years' experience providing both online and face-to face change management support</p> <p>(Must confirm in CV models used, approach and work Completed-Schedule 15)</p>	<p>Managed change programmes for large local government organisations and /or private sector companies and / or public sector organizations where large equates to a multi faceted organisation of 10 000 or more employees and facilitation refers to both virtual and in-person sessions</p>	<p>More than 10 years' relevant experience (virtual and in-person) = <b>10 points</b></p> <p>6-9 years' relevant experience (virtual and in-person) = <b>7 points</b></p> <p>3-5 years' relevant experience (virtual and in-person) = <b>5 points</b></p> <p>Less than 3 years' relevant experience (virtual and in-person) = <b>0 points</b></p>	<b>10</b>

4	Resources	Number of Change Management project resources at a experienced change practitioner level of expertise readily available within 40 hours to support and manage change management projects for the City for a minimum 3 month duration.	Five or more Change management experienced resources = <b>10 points</b>	10
	Availability of Change Management project resources		Less than 5 Change management experienced resources = <b>5 points</b>	
	Number of project staff available to facilitate change leadership sessions for City leadership	Number of project staff readily available to support change leadership development interventions for the City's	No ready access to Change management experienced resources = <b>0 points</b>	
			More than 10 project staff= <b>10 points</b>	10
			6-9 project staff = <b>5 points</b>	
			4-5 project staff = <b>3 points</b>	
			Up to 3 project staff = <b>0 points</b>	
				<b>Total 100</b>

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

### **Explanation of evaluation criteria for PART H:**

(To be read together with the evaluation criteria stipulated in the table above for PART H)

A service provider is required to work with the internal Change Management professionals and assist with the provision of change management and change leadership capability on various projects over the next 5 years (2022-2027) to identify, define, design, develop, facilitate, manage, implement and reinforce all aspects of change management through all project phases from initiation, design and development, through to implementation, post implementation review and benefits realisation.

The service provider must also have demonstrated change leadership development experience and expertise to produce and facilitate change leadership development programmes and initiatives that build line manager capability to lead organisational change in their own lines of business for optimal team performance, and to behave as change advocates at a strategic and transformational level for optimal organisational performance. Such programmes must have been provided over the last 5 years (2017-2022)

**Experience:** Criteria evaluation on examples of projects completed over the last 5 years to include:

- Change Management and change leadership methodology applied to various projects from initiation through to benefits realization . This must include details of methodology applied that addresses preparing for the change, managing the change and how the change was reinforced.
- Report/outcomes captured for the programme
- Examples of any change management and change leadership tools used to deliver the change
- The time period for the duration of the change programmes including an example of a past completed Change Plan
- Evidence of the methods used to measure the ROI for change

Provide information on the details of the nature, size, scope and complexity of change management projects including stakeholder details, project risk, outcome of the change, complexity of the impact of the change and project duration.

Provide information on the number of organisations of the same size and complexity / scale of the CCT in which change management projects were delivered including stakeholders involved, stakeholder rimpact and business impact.

Expertise: Criteria evaluation on examples of change leadership programmes produced:

- Content of the change leadership programme
- Level of leadership to which change leadership development programmes were delivered
- Examples of materials or tools used to facilitate the change leadership programmes

- The time period of the programmes
- Creativity and innovation in the content and material used to obtain the desired outcome of the programme showing the effectiveness of the content and material used
- Preferred format of instilling learning and adoption of change management skills

Facilitation: Individual Change Managers **relevant** years' experience providing both online and face-to face change management support.

Resources: Availability of Change Management project resources and number of project staff available to facilitate change leadership sessions for City leadership.

## Part I People Management Consultation resources

No.	Evaluation Criteria	Guidelines for Criteria Application	Points Allocation	Weighting %
1	<b>Experience</b>  Confirmation of experience as a company in providing Human Capital Management (HCM) Consultants for strategic workforce planning	<ul style="list-style-type: none"> <li>• The <b><u>Service Provider's previous Relevant Experience</u></b> in providing resources and capacity for management and completion of strategic workforce plan / talent strategies in organisations of a similar nature to the CCT requirements (complexity, size – Multi faceted organisation with 10 000 staff plus) as per the past 10 years (work being done in the past 10 years will be applicable as per the more recent involvement of HR / HCM practice in this field) Details of experience to be evident in company profile.</li> </ul>	<p>The service provider has outlined the details of at least 20 assignments meeting the criteria for strategic workforce planning in large multi-faceted organisations of more than 10 000 staff over the past 10 years = <b>30 points</b></p> <p>The service provider has outlined the details of at least 15 -19 assignments meeting the criteria for strategic workforce planning in large multi-faceted organisations of more than 10 000 staff over the past 10 years = <b>25 points</b></p> <p>The service provider has outlined the details of at least 11 -14 assignments meeting the criteria for strategic workforce planning in large multi-faceted organisations of more than 10 000 staff in the past 10 years = <b>20 points</b></p> <p>The service provider has outlined the details of at least 6 -10 assignments meeting the criteria for strategic workforce planning in large multi-faceted organisations of more than 10 000 staff in the past 10 years = <b>15 points</b></p> <p>The service provider has outlined the details of 5 or less assignments meeting the criteria for strategic workforce planning in large multi-faceted organisations of more than 10 000 staff in the past 10 years = <b>10 points</b></p> <p>The service provider did not outline the details of their experience in strategic workforce planning in large multi-faceted organisations of more than 10 000 staff = <b>0 points</b></p>	30

	<p>Individual HCM consultants <b>relevant</b> years' experience</p> <p>(Must confirm in CV approach, experience and work completed)</p> <p>Individual Senior HCM consultants <b>relevant</b> years' experience</p> <p>(Must confirm in CV approach, experience and work completed)</p>	<p>Have experience as a HCM consultant in strategic workforce plans research, development and implementation</p> <p>Have experience as a Senior HCM consultant in strategic workforce plans research, development and implementation</p>	<p>5-8 years relevant experience = <b>10 points</b></p> <p>2-4 years relevant experience = <b>5 points</b></p> <p>&lt;2 years relevant experience = <b>0 points</b></p> <p>8 years or more relevant experience = <b>10 points</b></p> <p>5-7 years relevant experience = <b>5 points</b></p> <p>&lt;4 years relevant experience = <b>0 points</b></p>	<p><b>10</b></p> <p><b>10</b></p>
<b>2</b>	<p><b>Resources</b></p> <p>Availability of Senior HCM and HCM consultants</p> <p>Number of project staff available with relevant experience to support people management consultation processes</p>	<p>Number of consultants available meeting the required experience as per the requirements stipulated</p> <p>Project staff to support people management consultation</p>	<p>&gt;6 consultants=<b>10 points</b></p> <p>4-5 consultants = <b>5 points</b></p> <p>Up to 3 consultants =<b>0 points</b></p> <p>More than 10 project staff with relevant experience =<b>10 points</b></p> <p>6-9 project staff with relevant experience = <b>5 points</b></p> <p>4-5 project staff with relevant experience =<b>3 points</b></p> <p>Up to 3 project staff with or without relevant experience = <b>0 points</b></p>	<p><b>10</b></p> <p><b>10</b></p>
<b>3</b>	<p><b>Expertise</b> (As per the CVs of the HCM consultants proposed for this tender)</p>	<p><u>Criteria points for SWP expertise</u></p> <ul style="list-style-type: none"> <li>Researching and interpreting business plans, strategy documents and functional structure that impacts strategic workforce plans (SWPs)</li> <li>Complete the initial draft SWP document with relevant information on talent metrics</li> <li>Facilitation of sessions with line management to complete the relevant department SWP</li> <li>Development of the final strategic workforce plan aligning business</li> </ul>	<p>Consultants' expertise / experience includes work completed in large multi-faceted organisations of more than 10 000 staff over the past 10 years and covers all criteria points for SWP expertise = <b>30 points</b></p> <p>Consultants' expertise / experience includes work completed in large multi-faceted organisations of more than 10 000 staff over the past 10 years, but one area of the criteria points for SWP expertise is not evident = <b>25 points</b></p> <p>Consultants' expertise / experience includes work completed in large multi-faceted organisations of more</p>	<b>30</b>

		strategy and people/talent strategies <ul style="list-style-type: none"> <li>• Interpretation of final SWP content for talent strategy development and talent management initiatives</li> <li>• Reporting on completed SWPs and creation of tracker document to manage SWP evolution</li> <li>• Implementation of strategic workforce plans via talent forums / management engagement sessions</li> </ul>	than 10 000 staff over the past 10 years, but two areas of the criteria points for SWP expertise is omitted = <b>20 points</b>  Consultants' expertise / experience includes work completed in large multi-faceted organisations of more than 10 000 staff over the past 10 years, but three areas of the criteria points for SWP expertise is omitted = <b>15 points</b>  Consultants' expertise / experience includes work completed in large multi-faceted organisations of more than 10 000 staff over the past 10 years, but four areas of the criteria points for SWP expertise is omitted = <b>10 points</b>  Consultants' expertise / experience includes work completed however either not in large multi-faceted organisations of more than 10 000 staff over the past 10 years, or not as relevant to the criteria points for SWP expertise = <b>0 points</b>	
				<b>Total 100</b>

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

#### **Explanation of evaluation criteria for PART I:**

(To be read together with the evaluation criteria stipulated in the table above for PART I)

The service provider must be able to provide resources in a Senior Organisational Development Consultant and Organisational Development Consultant specialising in the field of people management. The specific focus of these resources must include experience in talent metrics and research, talent management facilitation, development and the interpretation and implementation of strategic workforce plans also known as people management or talent strategies.

**Experience:** Provide evidence of previous relevant experience as a business (number of assignments) in providing resources and capacity for management and completion of strategic workforce plans / talent strategies in organisations of a similar nature to the CCT requirements (complexity, size (10 000 staff plus) as per the past 10 years (work being done in the past 10 years will be applicable as per the more recent evolution of HR practice in this field) Details of experience to be evident in company profile confirming the extent of the experience.

Provide CV's of the senior consultant and consultants confirming years of experience in strategic workforce plans research, development and implementation as linked to the expertise section in Part I.

**Resources:** Provide details of the number of senior consultants and consultants available for this tender. Provide details of project staff.

**Expertise:** Provide details of the expertise of the HCM Consultants and Senior HCM Consultants – see criteria points for assessment.

## Part J - Innovation Management Services

No.	Criteria	Evaluation Criteria	Point Allocation	Score
1.	<b>Expertise of key personnel including allocation (competencies of the individuals involved) as a collective team)</b> (Supporting Documents to be included in Schedule 15)	<b>Expertise of key Personnel</b>		<b>30</b>
		<b>Qualification</b> <ul style="list-style-type: none"> <li><b>Project team lead</b> with a minimum Masters in Business Management or equivalent Master's degree with innovation/innovation management as module including Design Thinking or Futures Thinking</li> </ul>	<ul style="list-style-type: none"> <li><b>10/10</b> Exceed minimum requirement</li> <li><b>8/10</b> for Masters in Business Management or equivalent Master's degree with innovation/ innovation management as module including Design Thinking or Futures Thinking</li> <li><b>6/10</b> for degree or diploma</li> </ul>	<b>10</b>
		<b>Qualification</b> <ul style="list-style-type: none"> <li>Team members with a minimum Degree or Diploma in Business Management or equivalent degree with innovation/ innovation management as module and future scenarios including Design Thinking or Futures Thinking</li> </ul>	<ul style="list-style-type: none"> <li><b>10/10</b> Exceed minimum requirement</li> <li><b>8/10</b> for Masters in Business Management or equivalent in innovation/ innovation management as module and future scenarios including Design Thinking or Futures Thinking</li> <li><b>6/10</b> for degree, or Diploma</li> </ul>	<b>10</b>
		<b>Relevant experience over the past 5-10 years in the following:</b> <ul style="list-style-type: none"> <li>Development of Innovation Strategy &amp; Implementation plans</li> <li>Measure of Innovation Capability Index</li> <li>Development of Innovation Case Studies</li> <li>Implementation of Innovation Programmes</li> </ul>	<ul style="list-style-type: none"> <li><b>10/10</b> for experience in all 4;</li> <li><b>7/10</b> for experience in 3;</li> <li><b>4/10</b> for experience in 2</li> <li><b>2/10</b> for experience in 1</li> </ul>	<b>10</b>
2.	<b>Previous projects (of similar work in specified context) of the tenderer</b> (Supporting Documents to be included in Schedule 15)	<b>Expertise in the past 5-10 years in:</b>		<b>40</b>
		<b>Development of Innovation strategy and implementation plan</b> <ul style="list-style-type: none"> <li>Evidence of development of Innovation Strategy and implementation plans for organisations of an equivalent complexity and size (Multi faceted organisation with 10 000 staff plus)</li> </ul>	<ul style="list-style-type: none"> <li><b>10/10</b> for complexity and size;</li> <li><b>6/10</b> for complexity;</li> <li><b>0/10</b> no experience</li> </ul>	<b>10</b>
		<b>Working in Local Government context in South Africa</b> <ul style="list-style-type: none"> <li>Evidence of Innovation Strategy Development work done in Local Government in South Africa, particularly work done in the larger municipalities.</li> </ul>	<ul style="list-style-type: none"> <li><b>10/10</b> for surveys in at least 2 local government institutions;</li> <li><b>5/10</b> for surveys in 1 local government institution;</li> <li><b>0/10</b> for no surveys in local government institutions</li> </ul>	<b>10</b>
		<b>Conducting Innovation Capability/Maturity Index Measure in organisations with similar complexity</b> <ul style="list-style-type: none"> <li>Evidence of Innovation Capability measures undertaken in complex organisations in the past 5-10years</li> </ul>	<ul style="list-style-type: none"> <li><b>10/10</b> for Innovation Capability measures conducted in at least 3 organisations,</li> <li><b>5/10</b> for Innovation Capability measures conducted in at least 2 organisations;</li> <li><b>2/10</b> Innovation Capability measures conducted in at least 1 organisations</li> </ul>	<b>10</b>
		<b>Development of Innovation Case Studies in organisations with similar complexity</b> <ul style="list-style-type: none"> <li>Evidence of Innovation Case Studies developed in the past 5-10 years</li> </ul>	<ul style="list-style-type: none"> <li><b>5/5</b> for 10 case studies or more;</li> <li><b>3/5</b> for 5-9 case studies;</li> <li><b>1/5</b> for 1-4 case studies</li> </ul>	<b>5</b>

		<b>Development and facilitation of Innovation Programmes in organisations with similar complexity</b> - Evidence of development and facilitation of Innovation programmes including training, innovation think tanks and workshops	<ul style="list-style-type: none"><li>• <b>5/5</b> for at least 10 or more programmes</li><li>• <b>3/5</b> for 5-9 Innovation programmes</li><li>• <b>1/5</b> for 1 - 4 programmes</li></ul>	<b>5</b>
<b>3.</b>	<b>Approach &amp; Methodology</b> <i>(Supporting Documents to be included in Schedule 15)</i>	<b>Proposal of no more than 15 pages illustrating the following:</b>		<b>30</b>
		<b>Proposed approach for the development of the Innovation Strategy</b> - Proposed process for Strategy development including situation analysis and future scenarios, strategy formulation methodology, innovation strategic goals and focus areas, and implementation plan.	<ul style="list-style-type: none"><li>• <b>10/10</b> for proposal including all five components;</li><li>• <b>7/10</b> for proposal including three components;</li><li>• <b>5/10</b> for proposal including two components</li><li>• <b>3/10</b> for proposal including one component</li></ul>	<b>10</b>
		<b>Proposed approach for the Innovation Capability/Maturity Index measure</b> - Details of tool and methodology to be utilised for the measure of the Innovation Capability/Maturity Index as aligned to the directorates/department including the identification of areas of focus for an improved Innovation Capability/Maturity index	<ul style="list-style-type: none"><li>• <b>10/10</b> for details of tool and methodology, including areas of improvement;</li><li>• <b>7/10</b> for tool and areas of improvement only;</li><li>• <b>3/10</b> for methodology only</li></ul>	<b>10</b>
		<b>Proposed approach for the development of the Innovation Case Studies</b> - Proposal for the development of Innovation Case studies, the design approach and identification of channels of showcasing innovations	<ul style="list-style-type: none"><li>• <b>5/5</b> for development, design and platforms for showcasing;</li><li>• <b>3/5</b> for development and design approach</li><li>• <b>0/5</b> for insufficient input on proposal</li></ul>	<b>5</b>
		<b>Proposals for Innovation Programme development and facilitation</b> - Details of proposed innovation training programmes, Innovation Workshop facilitation methodologies and programme implementation plan	<ul style="list-style-type: none"><li>• <b>5/5</b> for detail on all three aspects</li><li>• <b>3/5</b> for detail on only two aspects</li><li>• <b>0/4</b> for no detail</li></ul>	<b>5</b>
			<b>Total</b>	<b>100</b>

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

#### **Explanation of evaluation criteria for PART J:**

**(To be read together with the evaluation criteria stipulated in the table above for PART J)**

The service provider must be able to provide resources in a Senior Innovation Management Consultant and Innovation Management Consultant specialising in the field of innovation management. The specific focus of these resources must include experience in the development of innovation strategies, implementation plans, innovation capability/maturity index measures, the development of innovation case studies, innovation training, programmes and workshops which also consider input from idea management platforms.

**Resource expertise:** key personnel including allocation (competencies of the individuals involved) as a collective team. Qualifications of the project team lead and team members as well as experience to be captured in the CV's of the proposed resources.

**Experience:** (information provided in a company profile)

- Development of Innovation strategy and implementation plan
- Working in Local Government context in South Africa
- Conducting Innovation Capability/Maturity Index Measure in organisations with similar complexity
- Development of Innovation Case Studies in organisations with similar complexity
- Development and facilitation of Innovation Programmes in organisations with similar complexity

**Technical expertise:** (Information provided in company profile)

- Proposed approach for the development of the Innovation Strategy
- Proposed approach for the Innovation Capability/Maturity Index measure

- Proposed approach for the development of the Innovation Case Studies
  - Proposals for Innovation Programme development and facilitation
- 

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 Local production and content**

Not Applicable

#### **2.2.1.1.7 Pre-qualification criteria for preferential procurement**

Not Applicable

#### **2.2.1.1.8 Provision of samples (not applicable)**

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.

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

Personal information of City employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

All matters will be treated as confidential and in connection with the tender. You may 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:

<b>Part</b>	<b>Heading</b>
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, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, 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 the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

##### **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, 2<sup>nd</sup> 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 anything 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 and the preferences 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.

**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 price per item / rates as set out in the **Price Schedule (Part 5)**:

- 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 preference point system**

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 scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.



A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points ( $N_P$ ) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

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

*\*A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.*

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Level of Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		5
at least 51% but less than 100%	2		9
100%	1		10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Level of Contributor	B-BBEE Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2		9
100%	1		10

**The total number of adjudication points ( $N_T$ ) shall be calculated as follows:**

$$N_T = P_S + N_P$$

Where:  $P_S$  is the number of points scored for price;  
 $N_P$  is the number of points scored for preference.

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

#### **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:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- 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
- 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 PPPFA Regulations, 2017, 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.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 207C/2022/23**

**TENDER DESCRIPTION: PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)**

**CONTRACT PERIOD: THIRTY SIX (36) MONTHS FROM DATE OF COMMENCEMENT**

## VOLUME 2: RETURNABLE DOCUMENTS

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

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (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):

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

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

**(4) FORM OF OFFER AND ACCEPTANCE****TENDER NO: 207C/2022/23 – PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)****OFFER: (TO BE FILLED IN BY TENDERER):**

Required Details (Please provide applicable details in full):

<b>Name of Tendering Entity*</b> (“the tenderer”)	
<b>Trading as</b> (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 NO: 207C/2022/23 - PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)

#### 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 .....

.....

.....

2 Subject .....

Details .....

.....

.....

3 Subject .....

Details .....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

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

**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’**

### 5.1 Part A: Leadership Development Programmes and Facilitation

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1-	Year 2-	Year 3-
5.1.1	Strategic and professional advisor i.e. organisational development professional and specialized content developer.	Per Hour	R	R	R
5.1.2	Senior Account Manager* general content development	Per Hour	R	R	R
5.1.3	Junior Account Manager* general content development	Per Hour	R	R	R
5.1.4	Functional content specialist	Per Hour	R	R	R
5.1.5	Copy writer	Per Hour	R	R	R
5.1.6	Provision of a Senior level facilitation service*	Per delegate per day	R	R	R
5.1.7	Provision of a facilitation service*	Per delegate per day	R	R	R
5.1.8	Provision of a Functional Expert facilitation service*	Per delegate per day	R	R	R
5.1.9	Provision of a Junior level facilitation service*	Per delegate per day	R	R	R
5.1.10	Graphic Artist	Per Hour	R	R	R
5.1.11	Report Writer	Per Hour	R	R	R
5.1.12	Train the Trainer	Per Hour	R	R	R
5.1.13	Administrative and logistic assistant	Per Hour	R	R	R

5.1.14	Data Analyst	Per Hour	R	R	R
5.1.15	Venue – Up to maximum 25 (As per specifications in Volume 3)	Per day	R	R	R
5.1.16	Venue – Minimum 26 up to maximum 50 (As per specifications in Volume 3)	Per day	R	R	R

**Catering will be charged as per the CCT policy on catering which may be amended from time to time. See more details in specification (Volume 3).**

## **5.2 Part B: Team Enablement and Facilitation**

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1	Year 2	Year 3
5.2.1	Strategic and professional advisor i.e. organisational development professional and specialized content developer.	Per Hour	R	R	R
5.2.2	Senior Account Manager* –general content development	Per Hour	R	R	R
5.2.3	Junior Account Manager* –general content development	Per Hour	R	R	R
5.2.4	Functional content specialist	Per Hour	R	R	R
5.2.5	Copy writer	Per Hour	R	R	R
5.2.6	Provision of a Senior level facilitation service	Per delegate per day*	R	R	R
5.2.7	Provision of a facilitation service	Per delegate per day*	R	R	R
5.2.8	Provision of a Functional Expert facilitation service	Per delegate per day*	R	R	R
5.2.9	Provision of a Junior level facilitation service	Per delegate per day*	R	R	R
5.2.10	Graphic Artist	Per Hour	R	R	R
5.2.11	Report Writer	Per Hour	R	R	R
5.2.12	Train the Trainer	Per Hour	R	R	R

5.2.13	Administrative and logistic assistant	Per Hour	R	R	R
5.2.14	Data Analyst	Per Hour	R	R	R
5.2.15	Venue – Up to maximum 25 (As per specifications in Volume 3)	Per day	R	R	R
5.2.16	Venue – minimum 26 up to maximum 50 (As per specifications in Volume 3)	Per day	R	R	R

**Catering will be charged as per the CCT policy on catering which may be amended from time to time. See more details in specification (Volume 3).**

### **5.3 Part C: Facilitation**

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1	Year 2	Year 3
5.3.1	Provision of a Senior level facilitation service	Per delegate per day*	R	R	R
5.3.2	Provision of a facilitation service	Per delegate per day*	R	R	R
5.3.3	Provision of a Functional Expert facilitation service	Per delegate per day*	R	R	R
5.3.4	Provision of a Junior level facilitation service	Per delegate per day*	R	R	R
5.3.5	Agile Facilitator – provision of a facilitation service	Per Hour	R	R	R
5.3.6	Lean Management Facilitator – provision of a a facilitation service	Per Hour	R	R	R
5.3.7	Design Thinking Facilitator – provision of a facilitation service	Per Hour	R	R	R
5.3.8	Graphic Artist	Per Hour	R	R	R
5.3.9	Report Writer	Per Hour	R	R	R
5.3.10	Train the Trainer	Per Hour	R	R	R
5.3.11	Administrative and logistic assistant	Per Hour	R	R	R

5.3.12	Data Analyst	Per Hour	R	R	R
5.3.13	Venue – minimum 10 and maximum 25 (As per specification)*	Per day	R	R	R
5.3.14	Venue – minimum 26 up to maximum 50 (As per specification)*	Per day	R	R	R

**Catering will be charged as per the CCT policy on catering which may be amended from time to time. See more details in specification (Volume 3).**

#### **5.4 Part D: Personality, Career and Team Development Assessments –for Registered Psychology Professionals**

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1	Year 2	Year 3
5.4.1	Organisational Psychologist	Per Hour	R	R	R
5.4.2	Psychometrist	Per Hour	R	R	R
5.4.3	Generation of Individual Interpretive <b>in-depth</b> reports including individual profile / preferencing reports (this includes the cost of an online personality assessment)	Per report	R	R	R
5.4.4	Generation of Individual Interpretive <b>basic</b> reports including individual profile / preferencing reports (this includes the cost of an online personality assessment)	Per report	R	R	R
5.4.5	Generation of team report	Per report	R	R	R
5.4.6	Generation of conflict styles report	Per report	R	R	R
5.4.7	Generation of career reports	Per report	R	R	R
5.4.8	Generation of decision making style report	Per report	R	R	R
5.4.9	Generation of leadership potential report	Per report	R	R	R

5.4.10	Generation of communication report	Per report	R	R	R
5.4.11	Generation of stress management report	Per report	R	R	R
5.4.12	Generation of interest inventory aligned to individual personality preference types report	Per report	R	R	R
5.4.13	Accreditation training for registered psychologists or psychometrists in the personality assessment	Per person	R	R	R

### 5.5 Part E: Personality and Team Development Assessments –for Non-registered Professionals

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1	Year 2	Year 3
5.5.1	Organisational Psychologist	Per Hour	R	R	R
5.5.2	Psychometrist	Per Hour	R	R	R
5.5.3	Generation of reports including individual profile / preferencing reports <b>in-depth</b> (this includes the cost of an online personality assessment)	Per report	R	R	R
5.5.4	Generation of reports including individual profile / preferencing reports <b>basic</b> (this includes the cost of an online personality assessment)	Per report	R	R	R
5.5.5	Individual reports	Per report	R	R	R
5.5.6	Working Relationship Reports which can address conflict, communication and decision making styles	Per report	R	R	R
5.5.7	Generation of reports for team assessments	Per report	R	R	R
5.5.8	Accreditation training for users of the assessment	Per person	R	R	R

## 5.6 PART F Emotional Intelligence Assessment

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1	Year 2	Year 3
5.6.1	Organisational Psychologist	Per Hour	R	R	R
5.6.2	Psychometrist	Per Hour	R	R	R
5.6.3	Generation of a Workplace report	Per report	R	R	R
5.6.4	Generation of a leadership report	Per report	R	R	R
5.6.5	Generation of a group report	Per report	R	R	R
5.6.6	Generation of an EI 360 report for groups and leaders	Per report	R	R	R
5.6.7	Accreditation training for registered psychologists or psychometrists in the personality assessment	Per person	R	R	R

## 5.7 PART G Employee and Leadership - 360 Degree Feedback tool

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1	Year 2	Year 3
5.7.1	Professional advisory service example: organisational development specialist, organisational psychologist	Per Hour	R	R	R
5.7.2	Senior Account Manager*	Per Hour	R	R	R
5.7.3	Junior Account Manager*	Per Hour	R	R	R
5.7.4	Data Analyst	Per Hour	R	R	R

5.7.5	Business Analyst	Per Hour	R	R	R
5.7.6	Systems Development Specialist	Per Hour	R	R	R
5.7.7	Assessment Report writer	Per Hour	R	R	R
5.7.8	360 degree assessment reports	Per Report	R	R	R
5.7.9	Training on 360 degree assessment feedback session and integration and input to personal development plan (based on 360 development assessments and using the City's PDP template)	Per Person	R	R	R

## 5.8 Part H Change Management and Change Leadership Capability

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1	Year 2	Year 3
5.8.1	Senior Change Manager	Per Hour	R	R	R
5.8.2	Change Manager	Per Hour	R	R	R
5.8.3	Senior Communications Manager	Per Hour	R	R	R
5.8.4	Communications Manager	Per Hour	R	R	R
5.8.5	Senior Change Analyst	Per Hour	R	R	R
5.8.6	Change Analyst	Per Hour	R	R	R
5.8.7	Senior Creative Writer	Per Hour	R	R	R
5.8.8	Creative Writer	Per Hour	R	R	R
5.8.9	Senior Data Analyst	Per Hour	R	R	R
5.8.10	Data analyst	Per Hour	R	R	R



## 5.9 Part I People Management Consultation resources

Item No.	Description	Unit	Price Per Unit (VAT Exclusive)		
			Year 1-	Year 2-	Year 3-
5.9.1	Senior HC Advisory Consultant	Per Hour	R	R	R
5.9.2	HC Advisory Consultant	Per Hour	R	R	R
5.9.3	Information Specialist	Per Hour	R	R	R
5.9.4	Senior Information Analyst	Per Hour	R	R	R
5.9.5	Information Analyst	Per Hour	R	R	R
5.9.6	Data Specialist	Per Hour	R	R	R
5.9.7	Senior Data Analyst	Per Hour	R	R	R
5.9.8	Data Analyst	Per Hour	R	R	R
5.9.9	Senior Analyst	Per Hour	R	R	R
5.9.10	Analyst	Per Hour	R	R	R
5.9.11	Research Specialist	Per Hour	R	R	R
5.9.12	Senior Researcher	Per Hour	R	R	R
5.9.13	Researcher	Per Hour	R	R	R

## 5.10 Part J - Innovation Management Services

No.	Description	Unit	Price in Rands (VAT Exclusive)		
			Year 1	Year 2	Year 3
	SECTION J: INNOVATION MANAGEMENT				
1.	Development of Innovation Strategy & Implementation Plan (Including research, workshop facilitation and consolidation of input)				
1.1	Innovation strategy Development	per strategy document	R	R	R
1.2	Innovation Implementation plan	per implementation plan	R	R	R
1.3	Integrated Innovation Strategy Presentation	per presentation	R	R	R
2	Development of Innovation Case Studies (Including conducting interviews, bringing in an innovation lens, the design of the case study and printing of e-copy and/or hard copy of the case study)				
2.1	Development of Innovation Case Studies	per case study	R	R	R
2.2	Innovation Case study design and publishing of e-copy	per design	R	R	R
2.3	Innovation Case study print-out	per printed copy	R	R	R
3	Innovation Programmes (Including development of content, integration with to idea management platform, facilitation and coordination of logistics)				
3.1	Innovation Training Intervention	per training programme	R	R	R
3.2	Innovation themed think-tank/dialogue/workshop	per intervention	R	R	R
3.3	Innovation Campaign	per campaign as per brief	R	R	R
4.	Innovation Capability/Maturity Index Measure (Including survey, focus group discussions, integration with the innovation strategy and implementation plan)				
4.1	Conduct an Innovation Capability/Maturity index survey across City Directorates/Departments	per survey	R	R	R
4.2	Integration report with the innovation strategy and implementation plan	per report as per specifications	R	R	R
4.3	Integration presentation	per presentation	R	R	R

## 5.11 Pricing Instructions:

- 5.11.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.11.2 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.
- 5.11.3 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.
- 5.11.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.11.5 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.
- 5.11.6 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.**
- 5.11.7 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.
- 5.11.8 The tender has ten Parts namely A, B, C D,E,F,G, H, I, J and bidders may tender for any part(s) they are competent in but must ensure that they price for all the items for the selected Part(s) for the full duration of the project. Please ensure you state clearly and specifically, for which parts and services of the tender you are responding to. Failure to put all rates/prices for any chosen part will deem tenderer non-responsive
- 5.11.9 The City of Cape reserves the right to award this tender per individual parts to the highest ranked responsive tenderer (per Part) -The main tenderer .
- 5.11.10 The City of Cape reserves the right to award this tender per individual parts to the second and third highest ranked responsive tenderer (per Part) - The alternative tenderers. The City cannot guarantee work to the alternative tenderers for the duration of the contract.
- 5.11.11 As per Cost Containment regulations, Tenderers that are successful in the functionality scoring phase would be required, upon request from the CCT, to provide a cost break-down per service item particularly with respect to such service items where an "all-inclusive" costing is required. Service Providers will not be allowed to include a category for "contingencies" in their cost break-down.

INITIALS OF CITY OFFICIALS		
1	2	3

## (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 excussion and division.

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

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:

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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 Schedule

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- **the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).**
- 1.2
- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
  - b) The 90/10 preference point system will be applicable to this tender.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on

black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system) Not Applicable
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6



7	2	4
8	1	2
Non-compliant contributor	0	0

## 6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

9.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

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 state<sup>1</sup>, 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, shareholder<sup>2</sup>)......
  - 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

**<sup>1</sup>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.**

**<sup>2</sup> 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	
-----	--	----	--

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

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	<p><b>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?</b></p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p><b>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?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p><b>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?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



2.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <b>Business</b> 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 <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

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

\_\_\_\_\_  
Date

<b>Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation</b>
--

NOT APPLICABLE

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this **Tender No: 207C/2022/23 – PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)** 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 consortium<sup>1</sup> 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))

<sup>1</sup> 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: Local Content Declaration / Annexure C**

NOT APPLICABLE

## **Schedule 11: Price Basis for Imported Resources**

NOT APPLICABLE

**Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors**

NOT APPLICABLE

### Schedule 13: List of other documents attached by tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
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



<b>Schedule 14: Record of Addenda to Tender Documents</b>
---

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 15: Information to be provided with the tender

The following information shall be provided with the Tender (to be read in conjunction with the explanation of evaluation criteria per part as per functionality scoring):

### Part A: Leadership Development Programmes and Facilitation

**Experience: Company profile** to be submitted with details of the projects completed in all four leadership levels in organisations of the same size and complexity as CCT (10 000 plus staff) including content development approach, facilitation methodology, assessment tools used, the content to and the materials used for all four leadership programme levels (provide examples in the tender submission), how psychological safety was achieved, time periods for the leadership programmes and past completed project plans, creative and innovative content and material examples and how learning was instilled (provide preferred format).

**Expertise: Company profile** to provide examples of ROI approach for leadership programmes (each of the four) as well as format of close out reports.

**Facilitation:** Provide models, methodology, assessments and/ or tools used included in the **Curriculum Vitae (CVs) of facilitators**, which should include examples of work done. Indicate also the number of facilitators available per category of senior level facilitation service, facilitation service, functional expert facilitation service and junior facilitation service.

**Resources:** Provide **CVs of project staff** for the CCT projects, with clear indication of experience in relevant projects, the years of experience, how many staff will be available per category e.g. Strategic and Professional advisor, Senior Account Manager, Junior Account Manager, Functional content specialist, Copy Writer, Graphic Artist, Report Writer, Train the trainer, Administrative and Logistical Assistant, Data Analyst.

**Venue:** Details of venue available for facilitation purposes and as per specification to be provided. Or details of proposed venue to be sourced.

### Part B: Team Enablement and Facilitation

**Experience: Company profile** to be submitted with details of completed team interventions and facilitation sessions which focus on developing team cohesion and effectiveness. The example provided must address a typical team facilitation session including a dynamic in which the team consists of team members with very different strengths, preferences and styles of approaching their day to day tasks. Team dynamics may include but are not limited to : difficult interpersonal relationships at different levels resulting in conflict, poor communication, stress, change fatigue, poor team performance, poor understanding of processes and clarification thereof, understanding and clarification of roles and responsibilities as well as a lack of appreciation for diversity. To include examples of team enablement and facilitation sessions concluded in large organisations of the same size and complexity as the CCT.

**Expertise: Company profile** to provide examples of ROI approach for team enablement and facilitation as well as format of close out reports.

**Facilitation:** Provide models, methodology, assessments and/ or tools used included in the **Curriculum Vitae (CVs) of facilitators**, which should include examples of work done. Indicate also the number of facilitators available per category of senior level facilitation service, facilitation service, functional expert facilitation service and junior facilitation service.

**Resources:** Provide **CVs of project staff** for the CCT projects, with clear indication of experience in relevant projects, the years of experience, how many staff will be available per category e.g. Strategic and Professional advisor, Senior Account Manager, Junior Account Manager, Functional content specialist, Copy Writer, Graphic Artist, Report Writer, Train the trainer, Administrative and Logistical Assistant, Data Analyst.

**Venue:** Details of venue available for facilitation purposes and as per specification to be provided. Or details of proposed venue to be sourced.

### Part C: Facilitation

**Experience: Company profile** to be submitted with details of completed facilitated workshops that are conducted either virtually or in-person and include but are not limited to the following: change management workshops, vision, purpose and strategy alignment, focus groups, design-led thinking workshops, lean management

workshops, innovation workshops, crucial team conversations, agile projects and processes, creating attractive and efficient workplaces and enhancing performance. The submission must contain sound knowledge, expertise and experience in the facilitation of workshops concluded in large organisations of the same size and complexity as the CCT (10 000 staff or more).

**Expertise: Company profile** to provide examples of detailed close out reports and/or presentation delivery including synthesised information.

**Facilitation:** Provide models, methodology, assessments and/ or tools used included in the **Curriculum Vitae (CVs) of facilitators**, which should include examples of work done. Indicate also the number of facilitators available per category of senior level facilitation service, facilitation service, functional expert facilitation service and junior facilitation service. Also to include details of Agile Facilitators, Lean Management Facilitators and Design Thinking Facilitators.

**Resources:** Provide **CVs of project staff** for the CCT projects, with clear indication of experience in relevant projects, the years of experience, how many staff will be available per category e.g. Graphic Artist, Report Writer, Train the trainer, Administrative and Logistical Assistant, Data Analyst.

**Venue:** Details of venue available for facilitation purposes and as per specification to be provided. Or details of proposed venue to be sourced.

#### **Part D: Personality, Career and Team Development Assessments –for Registered Psychology Professionals**

**Experience: Company profile** to provide evidence of the generation of basic and in-depth reports including individual profile / preferencing reports for personality, career and team development assessments as well as the years of experience of registered organisational psychologist / psychometrist. Supplier experience is based on number of reports generated and the number of years of experience of the Organisational Psychologist(s) and Psychometrist(s) that would have generated / are generating such reports. To include evidence of the generation / ability to generate reports such as Individual Interpretive reports (Basic), Individual Interpretive Reports (In-Depth), team reports, conflict styles reports, career reports, decision making styles reports, leadership potential reports, communication reports, stress management reports, interest inventory aligned to individual personality preference types reports.

**Resources: CV's and proof of HPCSA registered Organisational Psychologists / Psychometrists** responsible for the generation of reports and the necessary in-depth knowledge and understanding of the assessment tools listed, including the underlying theory and how to generate reports from a completed assessment

**Expertise: CV and proof of HPCSA registration** for the Facilitator / Trainer accredited in the relevant assessment tools and indicating experience in facilitation of the assessment content for accreditation as well as the number of accreditation facilitation sessions concluded. If the Facilitator / Trainer is the same resource as the Organisational Psychologists / Psychometrists please indicate as such in your submission.

#### **Part E: Personality and Team Development Assessments – for Non-registered Professionals**

**Experience: Company profile** to provide evidence of the generation of basic and in-depth reports including individual profile / preferencing reports for personality, career and team development assessments as well as the years of experience of registered organisational psychologist / psychometrist. Supplier experience is based on number of reports generated and the number of years of experience of the Organisational Psychologist(s) and Psychometrist(s) that would have generated / are generating such reports. To include evidence of the generation / ability to generate reports such as individual reports, working relationship reports which can address conflict, communication and decision making styles and reports for team assessments.

**Resources: CV's and proof of HPCSA registered Organisational Psychologists / Psychometrists** responsible for the generation of reports and the necessary in-depth knowledge and understanding of the assessment tools listed, including the underlying theory and how to generate reports from a completed assessment

**Expertise: CV and proof of HPCSA registration** for the Facilitator / Trainer accredited in the relevant assessment tools and indicating experience in facilitation of the assessment content for accreditation as well as the number of accreditation facilitation sessions concluded. If the Facilitator / Trainer is the same resource as the Organisational Psychologists / Psychometrists please indicate as such in your submission.

## PART F Emotional Intelligence Assessment

**Experience: Company profile** to provide evidence of the generation of reports for EQ assessments as well as the years of experience of registered organisational psychologist / psychometrist. Supplier experience is based on number of reports generated and the number of years of experience of the Organisational Psychologist(s) and Psychometrist(s) that would have generated / are generating such reports. To include evidence of the generation / ability to generate EQ reports such as workplace reports, leadership reports, group reports and EI 360 reports for groups and leaders.

**Resources: CV's and proof of HPCSA registered Organisational Psychologists / Psychometrists** responsible for the generation of EQ reports and the necessary in-depth knowledge and understanding of the EQ assessment tools listed, including the underlying theory and how to generate reports from a completed assessment

**Expertise: CV and proof of HPCSA registration** for the Facilitator / Trainer accredited in the relevant EQ assessment tools and indicating experience in facilitation of the EQ assessment content for accreditation as well as the number of accreditation facilitation sessions concluded. If the Facilitator / Trainer is the same resource as the Organisational Psychologists / Psychometrists please indicate as such in your submission.

## PART G Employee and Leadership -360 Degree Feedback tool

**Expertise: A company profile** confirming availability of a 360-degree feedback tool is sought as part of the process to develop leadership competencies and enhance the measurement and assessment of leadership capabilities within the City. The assessment instrument must be able to provide employees in leadership positions with details of their strengths as well as development gaps against the leadership competency framework and associated leadership behaviours. Also to include an example of a project focusing on the development of a 360 feedback tool including detailed dimensions, rating, report content and train the trainer programme.

An example of a project focusing on the development of a 360 feedback tool is required and the proposal must include the following:

- A sample of typical dimensions for the 360-degree assessment, including a sample of competency and behaviourally based questions including those identifying leadership behaviours in a virtual/remote work context
- Details of the mechanism used for rater selection
- An example of the content of a typical 360 assessment report
- The detail of the train the trainer programme available to City officials

**Resources: CVs to be provided** - Details of project staff in number of staff and experience to support 360 degree feedback tool offerings and development. The resources include professional advisory service (OD specialist / Org psychologist), Senior Account Manager, Junior Account Manager, Data Analyst, Business Analyst, System Development Specialist, Assessment Report Writer.

**Technical experience: Company profile to include a presentation / example of the online 360-degree feedback system** and must be provided as part of the functionality.

## Part H Change Management and Change Leadership Capability

**Experience and Expertise: A company profile** confirming demonstrated change leadership development experience and expertise to produce and facilitate change leadership development programmes and initiatives that build line manager capability to lead organisational change in their own lines of business for optimal team performance, and to behave as change advocates at a strategic and transformational level for optimal organisational performance. Such programmes must have been provided over the last 5 years (2017-2022). To include details of the nature, size, scope and complexity of change management projects and information on the number of organisations of the same size and complexity / scale of the CCT in which change management projects were delivered including stakeholders involved, stakeholder impact and business impact.

**Facilitation: CV's of individual change managers** confirming experience providing online and face-to-face change management support. This include Senior Change Manager and Change Manager.

**Resources: Company profile including CV's of project staff** to confirm availability of change management project resources and the number of staff to facilitate change leadership sessions. This includes CVs for Senior Communications Manager, Communications Manager, Senior Change Analyst, Change Analyst, Senior Creative Writer, Creative Writer, Senior Data analyst, and Data Analyst.

## **Part I People Management Consultation resources**

**Experience: Company profile** confirming experience as a company in providing Human Capital Management consultants for strategic workforce planning including capacity for management and completion of strategic workforce plans / talent strategies in organisations of a similar nature to the CCT requirements (complexity, size (10 000 staff plus) as per the past 10 years (work being done in the past 10 years will be applicable as per the more recent involvement of HR / HCM practice in this field)

**Experience: CV's of the HCM and Senior HCM consultants confirming years experience** in strategic workforce planning research, planning, development, facilitation and implementation.

**Resources: Company profile** to include number of HCM and senior HCM consultants available as per requirements. CV's of project staff assigned to people management consultation including Information Specialist, Senior Information Analyst, Information Analyst, Data Specialist, Senior Data Analyst, Data Analyst, Senior Analyst, Analyst, Research Specialist, Senior Researcher, Researcher.

**Expertise: CV's of the HCM and Senior HCM consultants confirming expertise** in SWP research, planning, development, facilitation and implementation.

## **Part J: Innovation Management Services**

### **1. Qualification and Experience**

- a. CV's of the project team lead and team members outlining qualifications and experience


### **2. Previous Projects (provide company profile with details of projects)**

- a. Project/s of Innovation Management with equivalent size and complexity
- b. Project/s in local government
- c. Examples of Innovation Strategies & Implementation Plans
- d. Questionnaire examples for Innovation Capability/Maturity Index Measure
- e. Example of Innovation Case Studies
- f. Project Plan for Innovation Programmes roll-out
- g. References

### **3. Proposal of no more than 15 pages outlining the following:**

- a. Innovation Strategy Development Approach & Methodology
- b. Innovation Capability/Maturity Index Approach & Methodology
- c. Innovation Case Study Development approach
- d. Innovation Programme and Annual Implementation Plan
- e. Trends Analysis, including integration with Global Innovation best practice
- f. Annexures for each of the items as outlined in the functionality criteria

**SIGNED ON BEHALF OF TENDERER:** .....

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 207C/2022/23**

**TENDER DESCRIPTION: PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)**

**CONTRACT PERIOD: THIRTY SIX (36) MONTHS FROM DATE OF COMMENCEMENT**

## VOLUME 3: DRAFT CONTRACT

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

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (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 goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable **(NOT APPLICABLE FOR THIS 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.

**17.5.2 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 they 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 practicable 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 The penalty for this contract shall be

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.

The penalty for this contract shall be 5% per purchase order price not exceeding 20%. The penalty will be applicable to all as per the tables in the specifications. If the tenderer can demonstrate that the delay was beyond their control then the penalty may be reconsidered as per the discretion of the City.

- 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, 2<sup>nd</sup> 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. Protection of personal information**

36.1 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 contracts between tenderers and their agents or subcontractors.

36.2 The supplier acknowledges that, for the purposes of the service level agreement to be determined for this tender, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

36.3 The supplier agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement for this contract.



36.4 The supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.

36.5 The supplier agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

36.6 Unless so required by law, the supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.

36.7 The supplier hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

36.8 The supplier agrees that CCT may conduct regular data protection audits on the Supplier/Contractor and undertakes to give its full co-operation in this regard.

**(8) GENERAL CONDITIONS OF CONTRACT**

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

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**1. Definitions**

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

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

**ANNEXURE****LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

**National Banks:**

ABSA Bank Ltd.  
FirstRand Bank Ltd.  
Investec Bank Ltd.  
Nedbank Ltd.  
Standard Bank of SA Ltd.

**International Banks (with branches in SA):**

Barclays Bank plc.  
Citibank n.a.  
Credit Agricole Corporate and Investment Bank  
HSBC Bank plc.  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

**Insurance companies:**

American International Group Inc (AIG)Bryte Insurance Company Limited  
Coface SA  
Compass Insurance Company Limited  
Credit Guarantee Insurance Corporation of Africa  
Limited Guardrisk Insurance Company Limited  
Hollard Insurance Company Limited.  
Infiniti Insurance Limited  
Lombard Insurance Company Limited  
New National Assurance Company Limited  
PSG Konsult (previously Absa Insurance)  
Regent Insurance Company Limited  
Renasa Insurance Company Limited.  
Santam Limited

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

NOT APPLICABLE

**(10.1) ADVANCE PAYMENT SCHEDULE**

NOT APPLICABLE

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

..... ,  
 (Supplier/Mandatory/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**

\_\_\_\_\_  
**Mandatory**

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.:** 207C/2022/23

**TENDER DESCRIPTION: PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)**

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)**

[The tender specification must include a section that deals with occupational health and safety and which must specifically indicate any risks/dangers in respect of the goods or services to be procured, to enable tenderers to formulate an appropriate health and safety plan to submit upon request to do so. The specification shall not contain any provisions which contradict or are already contained in the GCC and SCC.]

### **Provision of Panel of Service Providers: Professional People and Transformation Services for Organisational Effectiveness & Innovation (OEI)**

#### **13.1 Context**

The Organisational Effectiveness and Innovation Department (OE&I) offers strategic advisory services in relation to People, Process and Transformation matters. OE&I partners and supports the organisation in its strategy implementation in a manner that provides real value and impact to City Directorates and Departments. The department leads and drives behavioural changes required at all levels of the organisation in order to achieve the objectives set in its strategic journey and intent. Ultimately the department must contribute to the City meeting its strategic objectives and delivering key initiatives in order to prepare the City for future challenges and opportunities. This ultimately aligns to building and embedding the desired culture of innovation, high performance, collaboration and capability amongst our people so as to improve the delivery of services and reflect the vision of the City of Hope as articulated in the IDP (2022 – 2027).

#### **13.1.1 The purpose of the Organisational Effectiveness and Innovation (OE&I) Department within the City of Cape Town**

- To give effect to long-term transformational initiatives
- To drive behavioural changes and develop required competencies in order to achieve customer centricity and innovation as key objectives of the City's Integrated Development Plan (IDP 2022 - 2027)
- To drive transformation of the City through organisational culture and valuing diversity as a competitive advantage to attract and retain talent
- To contribute towards preparing the City for future challenges and opportunities by developing and facilitating operational effectiveness and innovation strategies

The Organisational Development Branch within OE&I plays a pivotal role in improving the effectiveness of the organisation by implementing interventions in aid of improving organisational culture, embedding the behaviours associated with the City Values, driving the strategies, tools and resources of the Leadership Development and People Management frameworks and equipping/upskilling the organisation with practical tools to drive, lead and navigate people-centred change.

The Innovation and Organisational Effectiveness Branch offers services that enable the creation of an innovation-led organisation. Their mandate further supports the development of solutions for operational challenges posed in various City departments and driving operational excellence to promote a culture of customer centricity. The Branch competencies include:

- The establishment of a Quality Assurance approach in all of the City's operations,
- Ensuring that Business Improvement Initiatives take a Lean Management approach in driving operational sustainability
- Enabling the City to adopt Futures Thinking and Design-Led Thinking as key drivers for an Innovation-Led and Customer Centric Organisation

- Establishing organisational design principles to create organisational structures that align to a future fit City

The Employment Equity (EE) Branch drives the diversity and inclusiveness portfolio in the City. At the core of this function lies the management of Employment Equity which has the focus of advancing and creating a culture of diversity and inclusiveness within the City. The branch plays a pivotal role in the development of initiatives in support of diversity and inclusiveness.

### 13.2 Scope of Work

The purpose of this tender is to invite service providers who have the requisite skills, experience and expertise to provide a suite of services, products and skill sets in support of various projects, programmes, workshops, initiatives or interventions within the Organisational Effectiveness and Innovation Department.

The services required must consider the following functions that reside within Organisational Effectiveness and Innovation and use this information to provide context to their submission(s):

**13.2.1. Organisational culture:** The focus is on embedding the City Values to enable a shift in culture to one where employees provide outstanding service to all customers and demonstrate innovative techniques to resolve problems in a collaborative manner. In addition this area of Organisational Effectiveness and Innovation is responsible for driving key initiatives relating to the City's Employee Value Proposition including the development of attraction, engagement and retention strategies to create a City Brand where we become an Employer of Choice in regionally, nationally and even internationally.

#### 13.2.2 Development of Leadership Capabilities:

Building organisational capabilities and specifically leadership capabilities, is a critical area of attention when building a service delivery strategy and to ensure we have the best skill sets to meet the demands of that strategy. The management of our leadership talent will give the City the edge to enable the required change to the culture of the City. Leadership development programmes and interventions will be aimed at building a caliber of leadership at multiple levels in the organisation.

All leadership development will be governed by the following overarching principles:

- To build an institution of capable, values based leaders at all levels that will translate into an organisational culture of high performance, openness, collaboration and innovation where service delivery is paramount
- To build a culture where leaders will collaborate to move the City to greater levels of performance and delivery
- To develop leaders who create a culture where it is acceptable to test innovative methods and solutions to ensure improved service delivery and achieve results
- To build leaders who are adaptive and lead with resilience

The following is an extract from the City's leadership framework which outlines the desired leadership behaviours at various levels of leadership:

*Figure 1: Leadership Behaviours*

### 13.2.3 Change Leadership and Change Management

With the City's drive to become the City of Hope, it is focused on modernisation of future ways of working that will ensure optimal service delivery and hope to our communities. Modernisation requires a dynamic ever-changing environment which constantly impacts employee and team behaviour and performance. By building the City's change maturity we aim to become a more change adaptive organisation that can respond purposefully to future shocks and stresses with agility, innovation and example. To lead transformational change effectively we need to capacitate and upskill our leaders as change advocates who communicate and actively participate in their visionary leadership. We also need to build the change competence of project managers and line managers to proactively manage change and minimise disruption associated with change in their own teams and lines of business in a deliberate and structured way. And not least of all we aim to develop a culture of change acceptance and resilience amongst all employees by socialising an organisation-wide understanding of both the practical and the human aspects of change, supported by an active network of change champions as key influencers of change.

### 13.2.4 Team Enablement

In order to effectively drive a change in organisational culture to one that is performance and results based as well as being solution and customer focused, teams within the City are required to operate collaboratively across multiple departments and branches. This requires teams to work cohesively from the outset with each member respecting different styles of work as well as diversity of culture, thinking and application.

### 13.2.5 People Management

The People Management unit is primarily responsible for the identification of key talent in the City using processes such as Strategic Workforce planning which highlights the gaps between the supply and demand of skills and staff in order to meet current and future organisational talent objectives.

### 13.2.6 Transformation and Diversity

The City's current Five-year Employment Equity Plan gives effect to identified objectives outlined in the Corporate EE and Diversity Strategy to achieve a diverse and inclusive workplace. It also builds on the successes of the previous plan, including various EE related interventions such as:

- a) diversity and inclusiveness workshops
- b) relevant strategies for the retention, attraction and development of skills

### 13.2.7 Innovation and Operational Effectiveness

This branch strives to create an environment within the City whereby operational challenges and service delivery improvements can be harnessed via creative problem solving and process optimisation using inter alia lean management and design-thinking principles which are also integrated into a future fit organisational structure designs.

## 13.3 FUNCTIONAL SPECIFICATIONS

### 13.3.1 Part A: Leadership Development Programmes and Facilitation

The service provider must have demonstrated skills in facilitating leadership development programmes across all levels of leadership within the City with the purpose of capacitating leaders in the fundamentals of management and leadership while also creating behavioural change.

The service provider must also have demonstrated change leadership development experience and expertise to produce and facilitate change leadership development programmes and initiatives that build line manager capability to lead organisational change in their own lines of business for optimal team performance, and to behave as change advocates at a strategic and transformational level for optimal organisational performance.

Submissions must reflect a clear understanding of the focus of leadership development within the City including desired behaviours and competencies. Levels of leadership vary from inter alia entry level team leaders (which may include supervisors at TASK 5 /Paterson B Lower) Operational Supervisors, Heads, Managers and Senior Leadership including Directors, Executive Directors (TASK 10 -24 /Paterson C- E Upper) and councillors responsible for leadership of governance structures within the sector, including Mayoral Committee members, sub-council chairpersons, and chairpersons of section 79 committees.

The service provider will be required to:

Gather and analyse information via various diagnostic tools or from assessments conducted by Organisational Effectiveness and Innovation professionals and draw insights to develop workshops/ interventions or strategic planning sessions and include consultation with relevant stakeholders to achieve buy-in to the proposed approach to be used.

Design and develop Change Leadership programmes and interventions that develop the ability of leaders to envision and influence change at a strategic transformational level for optimal service delivery and benefits realisation for organisational performance.

Facilitate leadership development interventions with an emphasis on building collaborative, innovative, high performing work teams.

Research and compile the relevant content required in support of the execution of the programme and provide a training and facilitation guide for approval.

Facilitate leadership development programmes to different levels of leadership from team leads at T5 (Paterson B Lower) to T9 (Paterson C Lower) to Middle and Senior Leadership from T10-T24 (Paterson C Upper to E Upper).

Provide leadership development programmes which may be offered for a minimum of 1 day to maximum of up to 5 consecutive working days. Attendance of the modules can be staggered over a period of one to three years or for the duration of the contract.

**Provide a full facilitation service in person** which will include, but not be limited to: the registration process, securing venues, catering, all materials and learning aids, securing and transporting

speakers/delegates, securing support for facilitators within the geographic area of the City of Cape Town. Venues need to be accessible to employees working for the City of Cape Town (within the Municipal Boundary of the City of Cape Town), sufficient audiovisual equipment must be available, **maximum of 25 seats** (Size of venue option 1), **OR minimum 26 and maximum 50 seats** (Size of venue option 2) to be available for delegates, space for break away sessions, whiteboards and other materials for projection and presentation (in person sessions), functioning air conditioner, appropriate ventilation and lighting. Venue must include properly functioning and sufficient restrooms / toilet facilities including for people with disabilities. Building access for people with disabilities will be required. Adequate parking arrangements at the venue will be required. **Service provider to align with national cost containment measures and the City's Catering and Beverages policy of R55/person for training in excess of 5 hours.** This value will be adjusted annually by the National Treasury Department. It is expected that the catering include tea/coffee and lunch and that the menu for lunch ensures consistency in meal offering e.g. similar kind of meals, with variety, and portion size. Meals must be Halaal.

**Provide for virtual leadership development sessions** – all materials must be provided electronically at least 24 hours beforehand. The service provider must have access to various electronic platforms that are aligned to the CCT IS&T infrastructure. Typically the City use Skype for Business.

Develop leadership programmes which capacitate the leader (at all levels of leadership as described above) in inter alia: change leadership functions including visioning and decision-making for change, communicating and visibly participating in the change, and sponsoring and influencing change through collaboration at leadership level, technical management functions which could include managerial processes e.g. financial processes, HR processes, governance, resilience etc. In addition, behavioural leadership interventions will be required which focus on amongst others: leading diverse and high performing teams, improving team results and performance, enhancing engagement and dialoguing /conversation skills which will serve to enhance quality feedback and team performance. Such interventions must be tailored to different levels of leadership where appropriate. City subject matter experts will be available to assist service providers in the provision of insights into programmes of a technical nature.

Provide either off the shelf solutions and/or develop bespoke leadership development interventions across different levels of leadership.

Develop amongst others: toolkits, on-line learning and practical action-learning such as case studies and other practical tools for leading and managing on a day-to-day basis.

The City will be undertaking steps to ensure that every intervention provides a return on investment

These programmes and initiatives align with the leadership behaviours evident in figure 1 in this tender.

### 13.3.2 Part B: Team Enablement and Facilitation

The service provider must be able to deliver interventions to ensure that teams within the City operate collaboratively and are capacitated to be responsive to customer needs. Details of the methods, systems and practices that will be used to create the behavioural change in teams and enable high performance must be provided.

The service provider will be required to:

Utilise assessment or diagnostic tools or apply existing diagnoses from City Organisational Effectiveness and Innovation professionals to identify the key areas to address within teams

Analyse and draw insights from information provided by all branches within Organisational Effectiveness and Innovation to develop inter alia workshops, team enabling interventions and strategic planning sessions taking into account the target audience of the intervention which could be drawn from TASK 2 to TASK 24 i.e. Paterson A-E Upper. This must include consultation with relevant stakeholders to achieve buy-in to the proposed approach to be used.

Conceptualise and design workshops, team enabling interventions and strategic planning and visioning sessions with an emphasis on building high performing, solution focused and collaborative, transversal teams.

Provide workshops, team enabling interventions and strategic planning sessions that may include but are not limited to the following: conflict resolution within teams, leaderless teams who are required to

perform and achieve outcomes, building teams for higher performance, applying interventions based on lean management or design led thinking principles, team insights into ways of working better, building resilient teams including designing processes for difficult conversations, open communications and resilience in the face of conflict, disruption and appreciation of all forms of diversity.

Demonstrate innovative facilitation techniques and methods to enable a broad range of team interventions across all levels of staff.

**Provide a full facilitation service in person** which will include, but not be limited to: the registration process, securing venues, catering, all materials and learning aids, securing and transporting speakers/delegates, securing support for facilitators within the geographic area of the City of Cape Town. Venues need to be accessible to employees working for the City of Cape Town (within the Municipal Boundary of the City of Cape Town), sufficient audiovisual equipment must be available, **maximum of 25 seats** (Size of venue option 1), **OR minimum 26 and maximum 50 seats** (Size of venue option 2), space for break away sessions, whiteboards and other materials for projection and presentation (in person sessions), functioning air conditioner, appropriate ventilation and lighting. Venue must include properly functioning and sufficient restrooms / toilet facilities including for people with disabilities. Building access for people with disabilities will be required. Adequate parking arrangements at the venue. **Service provider to align with national cost containment measures and the Citys Catering and Beverages policy of R55/person for training in excess of 5 hours.** This value will be adjusted annually by the National Treasury Department. It is expected that the catering include tea/coffee and lunch and that the menu for lunch ensures consistency in meal offering e.g. similar kind of meals, with variety, and portion size. Meals must be Halaal.

**Provide for virtual team enablement sessions** – all materials must be provided electronically at least 24 hours beforehand. The service provider must have access to various electronic platforms that are aligned to the CCT IS&T infrastructure. Typically the City use Skype for Business.

Provide either off-the shelf solutions and/or develop bespoke workshops and team enabling interventions across different levels in the organisation

Develop toolkits including but not limited to on-line learning, practical action outcomes based learning including case studies, role plays etc.

Develop and provide feedback reports and/or facilitated follow up sessions for all interventions and workshops.

The City will be undertaking steps to ensure that every intervention provides a return on investment

### 13.3.3 Part C: Facilitation

The service provider must be able to demonstrate innovative facilitation techniques and methods to enable a broad range of interventions across all levels of staff including but not limited to appreciative inquiry, dialoguing, storytelling, café style conversations, focus groups, action learning, design-led thinking, large group interventions and the use of gamification or AI technologies as part of facilitation offerings. This will include the requirement to:

Determine the objective and interpret the brief to ensure the appropriate facilitation and engagement approach is adopted.

Gather and analyse information, using various data sets and draw insights in preparation for workshops, interventions, initiatives, events, projects or strategic planning sessions.

Consult with relevant stakeholders in order to obtain buy-in and agreement on the most appropriate approach to be used in the facilitation of workshops, interventions, initiatives, events, projects or strategic planning sessions.

Compile a facilitation offering to ensure the desired outcome is met.

Conduct and facilitate workshops, focus groups, interventions, initiatives, events, projects or strategic planning sessions for a broad spectrum of City officials and political office bearers spanning a number of disciplines, at any geographic location within the boundaries of the City of Cape Town including the facilitation of existing leadership development and team enablement programmes.

Utilise and provide materials/products and/or mechanisms to aid the facilitation process for a broad spectrum of employees via workshops, interventions, initiatives, events, projects, engagements and strategic planning sessions.

Synthesise information gathered during the workshop(s)/intervention etc. into a detailed report, executive summary and presentations tailored to various stakeholder groupings as well as presenting feedback to key stakeholders. The report format and number of presentations will be defined, based on the scope of the intervention and agreed between the City and the service provider.

**Provide the full range of facilitation support for in person sessions** including but not limited to the registration process, securing venues, catering, all materials and learning aids, securing and transporting speakers/delegates, securing support for facilitators within the geographic area of the City of Cape Town. Venues need to be accessible to employees working for the City of Cape Town (within the Municipal Boundary of the City of Cape Town), sufficient audiovisual equipment must be available, **maximum of 25 seats** (Size of venue option 1), **OR minimum 26 and maximum 50 seats** (Size of venue option 2), space for break away sessions, whiteboards and other materials for projection and presentation (in person sessions), functioning air conditioner, appropriate ventilation and lighting. Venue must include properly functioning and sufficient restrooms / toilet facilities including for people with disabilities. Building access for people with disabilities will be required. Adequate parking arrangements at the venue. **Service provider to align with national cost containment measures and the City's Catering and Beverages policy of R55/person for training in excess of 5 hours.** This value will be adjusted annually by the National Treasury Department. It is expected that the catering include tea/coffee and lunch and that the menu for lunch ensures consistency in meal offering e.g. similar kind of meals, with variety, and portion size. Meals must be Halaal.

**Virtual sessions** – all materials must be provided electronically at least 24 hours beforehand. The service provider must have access to various electronic platforms that are aligned to the CCT IS&T infrastructure. Typically the City use Skype for Business.

Provide any additional related services as required from time to time subject to prior agreement and written confirmation between the CCT Representative and the Service Provider

#### 13.3.4 Part D: Personality, Career and Team Development Assessments –for Registered Psychology Professionals

##### Provision of online personality, EQ, Career and Team assessments and report generation

The City requires a Health Professions Council of South Africa accredited service provider to provide access to online personality preference type assessments, career and team development assessments for all City employees, as identified by the Organisational Development branch. The service provider will also be required to generate reports from these assessments and provide these reports to the Organisational Development branch. Reports should include the following :

- a) **Individual interpretive reports (basic)** - This report must describe how an individual's personality preference type may be expressed in an organisational setting and indicates the individuals working style and their preferences in the workplace, building on employee strengths and development areas.
- b) **Individual interpretive reports (In-depth)** - This report will be required to provide a more detailed analysis of any underlying facets or attributes that underlie the personality preference types and that will assist the respondent in operating more effectively within each style.
- c) **Team reports** - This report helps teams to collaborate more effectively by exploring the impact of different personality preference types on team functioning in particular :problem-solving, communication and conflict situations.
- d) **Conflict styles reports** - This report can be used to improve conflict-management effectiveness by recognising how personality types influence individuals approach to conflict and assisting with the achievement of improved conflict outcomes.
- e) **Communication Report** - This report must use the personality type preferences as a framework for understanding individuals natural communication style and that of others, improving individual and team communication skills.
- f) **Career Report** - This report provides insights into preferred work tasks and environments for people based on personality type.
- g) **Decision Making Styles Report** - This report must use personality preference types as a framework for understanding an individual's decision-making style and helping them to make better and impactful decisions.



- h) **Stress Management Report** - This report must allow individuals to recognise, handle and minimise the impact of workplace stress, based on their personality preference types.
- i) **Interest Inventory aligned to individual Personality Preference types** - This report assists individuals to come up with a complete career development picture, based on a combination of their professional interests and their personality preference type.
- j) **Leadership Potential Reports** - This report provides leaders with an opportunity to look at their personality preferences and how this influences their leadership style

The expected outcome is for internal (CCT), registered Organisational Psychologists or those eligible under the HPCSA regulations to be able to administer assessments to City employees through the service provider's online platform, and to be able to access reports per individuals and teams that are generated by the service provider in order to inform the team or leadership development intervention identified. The internal Organisational Psychologists might also on occasion rely on the service provider to assist with providing assessment feedback to city staff. Assessments must be shown to be scientifically valid and reliable and reflective of South African norms.

### 13.3.5 Part E Personality and Team Development Assessments –for Non-registered Professionals

Provision of scientifically sound personality and team assessments and generation of reports

The City requires an accredited service provider to provide access to personality and team development assessments for all City employees, as identified by the Organisational Development branch. These assessments will not require the Organisational Development professionals to be registered psychology professionals. The service provider will also be required to generate reports from these assessments and provide these reports to the Organisational Development branch. Reports include:

- a) **Individual reports** - This report must describe how an individual's personality may be expressed in an organisational setting and indicates the individuals working style which build on employee strengths and development areas.
- b) **Team reports** - This report helps teams to collaborate more effectively by exploring the impact of different personalities on team functioning in particular :problem-solving, communication and conflict situations.
- c) **Working Relationship Reports** which can address conflict, communication and decision making styles

The expected outcome is for internal Organisational Development Practitioners who are not registered psychology professionals under the HPCSA regulations to be able to administer online assessments to City employees through the service provider's online platform, and to be able to access reports per individual and team that are generated by the service provider in order to be able to inform the team or leadership development intervention identified. This will be done under the supervision of internal Organisational Psychologists. Assessments must be shown to be scientifically valid and reliable and reflective of South African norms.

### 13.3.6 PART F Emotional Intelligence Assessment

A Health Professions Council of South Africa accredited service provider to provide access to an online emotional intelligence assessment which measures a set of emotional and social skills that influence the way people perceive and express themselves, develop and maintain social relationships, cope with challenges and use emotional information in an effective and meaningful way . In addition the assessment will need to highlight an individual's emotional and social strengths and weaknesses This in turn can be used to develop interventions focusing on personal, professional and leadership development initiatives. The service provider will also be required to generate reports from these assessments and provide these reports to the Organisational Development branch. Assessments must be shown to be scientifically valid and reliable and reflective of South African norms. Reports should include the following:

- **A Workplace Report** which needs to identify the impact of emotional intelligence at work and offers suggestion for working with colleagues, supervisors and clients.
- **Leadership Report** – This report links EI and leadership development and must provide an indication of how the respondents EI compares to that of other leaders and provides insights into respondents leadership strengths and potential areas for development.
- **Group Report:** Combines the scores of individuals to assist in making interpretations at team level, by presenting an overview of group results that identifies group strengths and development areas

- **EI 360 Reports for groups and leaders** which combines the rater EI results and compares them to the participant's EI self-ratings along leadership dimensions.

### 13.3.7 PART G - Employee and Leadership -360 Degree Feedback

The provision of a 360 Degree feedback /development tool (this include figure 1 leadership behaviours depicted in this specification section of the tender) is required to provide insight into individual employee's strengths and development areas as aligned to the City's leadership competency framework and associated behavioural outcomes.

The assessment mechanism should be able to measure inter alia: employee's strengths and development areas as assessed by self, other evaluators, including the direct supervisor, peers and subordinates and must be aligned to the City's leadership behaviours.

The feedback tool should be able to provide statistical analyses of strengths and development gaps with an overall report available to the employee or any other relevant stakeholders at the City identifying areas of development and an action plan to address these.

Any 360 feedback system that is developed must include relevant City role players and it must be compatible with City IT systems and policies. The service provider will be responsible for the maintenance and upgrading of the 360 assessment system as well as skills transfer to City officials to ensure ongoing system support is managed in house for the duration of the tender. This 360 assessment system will remain the property of the City of Cape Town.

The service provider must be able to develop/provide a solution including the following offerings:

- Dimensions for the 360-feedback to be established, including competency and behaviorally based questions
- The ability to construct questions based on specific imperatives within the City
- A mechanism for rater selection
- Monitoring and evaluation of usage via progress reports
- Manage completion and generation of individual reports
- Reports must be user friendly
- Feedback training for City officials within Organisational Development
- Team feedback report where a team has concluded 360 feedback

### 13.3.8 Part H Change Management and Leadership Capability

A service provider is required to work with the internal Organisational Effectiveness and innovation Change Management professionals and assist with the provision of change management and change leadership capability in various projects to identify, define, design, develop, facilitate, manage and implement all aspects of change management through all project phases from initiation, design and development, through to implementation, post implementation review and benefits realisation.

The service provider must also have demonstrated change leadership development experience and expertise to produce and facilitate change leadership development programmes and initiatives that build line manager capability to lead organisational change in their own lines of business for optimal team performance, and to behave as change advocates at a strategic and transformational level for optimal organisational performance.

Application of change management methodology to deliver:

1. Preparing for Change
  - Vision and Case for Change
  - Business outcomes and quantifiable benefits definition
  - Change management success factors and metrics for monitoring and evaluation
  - Stakeholder Map
  - Organisational Risk Assessment
  - Change Readiness Assessments
  - Organisational Impact Assessments

- Sponsor Assessment
- High level Change Roadmap

## 2. Managing Change

- Overall Change Plan
- Plan/s for Communication, Stakeholder Engagement, Sponsor Coaching and Managing Resistance
- Knowledge Transfer / Training Plan
- Rollout of Communication
- Rollout of Training
- Facilitation of all Stakeholder engagements required

## 3. Reinforcing Change

- Change Readiness Assessments / Business Readiness Assessment for go-live and cutover to being future fit and to the future state
- Facilitation of all Stakeholder engagements required
- Evaluation of Change success factors
- Post implementation review and lessons learned
- Business benefits realisation

### 13.3.9 Part I People Management Consultation resources

A service provider is required to provide Senior Human Capital Consultant and Human Capital Consultant resources with a relevant Behavioural Sciences qualification and 8 years or more experience (Senior HC Consultant) and 5 – 8 years' experience (HC Consultant) in the field of people management. The specific focus of these resources must include experience in talent metrics and research, talent management facilitation, development and the interpretation and implementation of strategic workforce plans also known as people management or talent strategies. This includes knowledge of, and experience in,

- People management planning (forecasting of people resource and skills needs);
- People development (current and future skills needs aligned to the Workplace skills planning process);
- Development and implementation of Attraction and Retention Strategies;
- Management and analysis of talent mobility and advising line management on appropriate interventions to manage such
- Determination of scarce and critical skills through applying talent risk assessment techniques
- Alignment of business strategy key priority projects and programmes with current and future skills required to execute such priorities
- Identification of skills requirements for future forecasted business scenarios
- Reporting on the strategic workforce plan
- Facilitation skills (facilitate sessions with Directors of departments, managers of functional branches, Heads of functional sections and professionals)
- Inter relatedness of the above functions and organisational development processes such as change management, values, culture, career development, leadership development, coaching and mentoring, team enablement and team facilitation.

#### Requirement:

The City requires the services of an experienced Senior Human Capital Consultant and a Human Capital Consultant that will be utilised on an ad hoc basis. The requirement will be to support the Organisational Development branch with the implementation of strategic workforce plans in the City across around 76 departments situated in 12 Directorates. Under the direction and guidance of the Organisational Development professionals project plans will be developed for departments to manage the development or update to strategic workforce plans. This will include the engagement with HR Business Partners, orientation of line management to the SWP process, facilitation of sessions to obtain information to complete the SWP templates, creating conversations on the content of the SWP, drawing conclusions from the information presented, completing draft SWP reports and participating in the process for the extraction of talent information. Service providers are required to submit details of their previous experience in offering this kind of service to organisations (presented in a company profile for submission as part of the tender) as well as the detailed CV's of proposed resources for this tender (Senior HC Consultants and HC Consultants) with clear indication of experience in the bullet points set out above). The SHC and HC Consultants will be exposed to information and data that is deemed confidential. The consultants will be required to observe the City protocol in this regard. Failure to adhere to this requirement will managed within the prescripts of POPIA legislation as outlined in clause 36 as well as contract performance.

### 13.3.10 Part J - Innovation Management Services

The City requires the services of a Service Provider with experience in Innovation Management to provide Innovation Management services in driving the City of Cape Town's Innovation outcomes. The service provider should have vast experience in Innovation Management both in local government and private sector and demonstrate capability in each of the identified service areas for Innovation management:

#### **13.3.10.1 Innovation Strategy**

- a. Development of the City's Innovation Strategy with key focus on the City of Cape Town's IDP and Priority Areas. This will also take into the consideration the Departmental strategies and Sector plans.
- b. Development of an Annual Implementation Plan with key objectives to be realised within the timeframe identified.
- c. The development of the Strategy will consider global trends and futures thinking scenarios and use design led thinking approach to formulate options that should be pursued, taking into cognisance the availability of resources.

#### **13.3.10.2 Innovation Capability Index**

- a. Undertake the Baseline and annual measure of the City of Cape Town's Innovation Capability Index to inform programmes to be implemented for the improvement of the Innovation index in line with Global Innovation best practise.

#### **13.3.10.3 Innovation Process**

- d. Define the City's Innovation Process with key levers of Innovation success for each milestone in the process
- e. Assessment of ideas from the idea management platforms across the city to develop projects/initiatives that can be taken through the innovation funnel for implementation.
- f. Review of the City's innovation governance structures and the roles fulfilled at each stage of the innovation process and future roles

#### **13.3.10.4 Innovation Case Studies**

- g. Development of Innovation Case studies to showcase Innovation Implementation in the various City of Cape Town Departments. This will include the design & packaging of City of Cape Town's Innovation journey to showcase in various local and International publications and platforms.

#### **13.3.10.5 Innovation Programmes**

- h. Identification and facilitation of key Innovation programmes, including:
  - i. Training in Design-led Thinking, Six Thinking hats, Future Studies tools and methodologies and other innovation tools to build the Innovation Capability in the various Departments of the City of Cape Town
  - ii. Facilitation of Innovation workshops with internal and external stakeholders using the Innovation tools. These workshops will also include any Hackathons on identified Innovation challenges that require a technology system solution.
  - iii. Innovation Campaigns and showcase that emanate from the Ideas Management Platform or any other identified channels.

The service provider will be responsible for **all** the arrangements for innovation programmes including facilitation, logistics and the provision of a suitable venue.

#### **13.3.10.6 Other requirements**

- a. The City will determine the scope of required options to be included for each project/intervention within the financial year for the duration of the tender. These will be outlined in a brief document that will be submitted to the service provider for the required service per project/intervention.
- b. All reports that are submitted should be a minimum of 20 and a maximum of 50 pages.
- c. Any additional information relevant to the City should be included in relation to the tender submission.

#### 13.3.10.7 Deliverables

- Innovation Strategy document with high-level implementation plan;
- PowerPoint presentation on the Innovation Strategy and approach with key focus areas for implementation per financial year;
- Report on the Innovation Capability/Maturity Index outlining key outcomes per City Directorate and Departments including the review of the innovation process and implementation plan going forward;
- PowerPoint presentation for the Innovation Capability/Maturity Index Measure outcomes
- Final questionnaire for the Innovation Capability/Maturity Index Measure
- Innovation Case Studies including the approach and questionnaire design, integrating the innovation process per case study
- An annual programme implementation plan with key focus on enhancing the City's Innovation Capability/Maturity index and the integration of inputs from the City's idea management platforms

#### 13.4 RESOURCE ITEMS (As per CCT definition and context)

**Administrative and logistic assistant:** An individual responsible for assisting in carrying out functions / items (in this work tender) and the administration related to the specific scope required.

**Agile Facilitator:** An Agile (team) facilitator is a role that helps agile teams improve by helping them improve communication and collaboration. The facilitator will assist in resolving issues that influence productivity and increase the team's ability to function as a unit.

**Analyst:** An individual who conducts analysis related to the specific scope required

**Assessment report writer:** An individual that captures an assessment report as a written record of the discussions and recommendations that happened during an assessment and as per the assessments specified in the specific scope required.

**Business Analyst:** An individual who conducts analysis of the business environment (Micro and macro) related to the specific scope required

**Change Analyst:** An individual who conducts analysis in the change management discipline related to the specific scope required

**Change Manager:** An individual responsible for the management of change through an application of a structured process and set of tools for leading the people side of change to achieve a desired outcome as per the specific scope required.

**Communications Manager:** An individual in charge of overseeing all internal and external communications, ensuring its message is consistent and engaging as related to the specific scope required.

**Copy writer:** An individual responsible for writing text for the purpose of ensuring that the written content is effectively transferred or copied to a predetermined format or template as related to the specific scope required.

**Creative Writer:** An individual that uses an expressive form of writing that demands the use of your own creativity, imagination and story to portray a particular message, as it would relate to the specific scope required.

**Data Analyst:** An individual responsible for the process of cleaning, analysing, interpreting, and displaying data using different approaches and business intelligence tools.

**Data Specialist:** An individual that is tasked with overseeing the development of new databases, monitoring databases to extract relevant information and for its performance and interpreting raw data and turning it into usable feedback and applications.

**Design Thinking Facilitator:** An individual responsible for using coaching in support of innovative and productive group think and group work with a focus on the customer throughout the process and working to uncover new insights and ideas that might not be revealed through routine processes.

**Facilitator:** An individual that makes an action or process easy or easier related to the specific scope required.

**Facilitation service:** A service offered by a facilitator inclusive of facilitation of a topic related to the specific scope required as well as the creation of a learning environment and related logistical services to ensure success of the facilitation process.

**Functional content specialist:** An individual that possess specialist knowledge and expertise with regard to content relevant to a specific discipline and as related to the specific scope required.

**Functional Expert facilitation service:** A service offered by a functional expert (specific discipline or function) facilitator inclusive of facilitation of a topic related to the specific scope required as well as the creation of a learning environment and related logistical services to ensure success of the facilitation process.

**Graphic Artist:** An individual that will create the artwork that will be used in a graphic project as related to the specific scope required.

**Human Capital Advisory Consultant:** An individual who provides professional Human Capital advice and guidance related to the specific scope required.

**Information Analyst:** An individual who provides advice, analysis and interpretation of information for activities related to the specific scope required.

**Information Specialist:** An individual responsible for analyzing and managing information databases.

**Innovation strategist:** An individual that utilizes their analytical skills to evaluate an organization's operations, including internal structure, business processes, etc. to develop methods for improvements.

**Junior Account Manager general content development:** A person who works for a company / consulting firm and is responsible for the management of the consulting relationship and scope of work (content development) with particular customers and maintains the company's existing relationships with a client or group of clients, so that they will continue using the company for business.

**Junior level facilitation service:** A service offered by a junior level (possibly less experienced) facilitator inclusive of facilitation of a topic related to the specific scope required as well as the creation of a learning environment and related logistical services to ensure success of the facilitation process.

**Lean Management Facilitator:** An individual that uses an approach to managing an organization that supports the concept of continuous improvement typically taking a long-term approach to work that systematically seeks to achieve incremental changes in processes in order to improve efficiency and quality.

**Organisational Psychologist:** includes a person registered under the Health Professions Act as a psychologist, registered counsellor, psychometrist, psycho-technician, intern in psychology or student in professional psychology

**Organisational Development Specialist:** An individual responsible for organizing individual, team and organisational developmental programs for an organization.

**Psychometrist:** means a person registered as a psychometrist in terms of the Health Professions Act;

**Report Writer:** An individual who is a professional who collects, analyses and converts raw data and information into written reports.

**Research Specialist:** An individual that is a specialist in the use of a careful consideration of study regarding a particular concern or a problem using scientific methods and who conducts such research through an organized and systematic investigation into something as defined.

**Senior Account Manager general content development:** A more senior person who works for a company / consulting firm and both responsible and accountable for the management of the stakeholder relationship and scope of work (content development) with particular customers and maintains the company's existing relationships with a client or group of clients, so that they will continue using the company for business.

**Senior Change Analyst:** An individual who performs a more senior role through experience in conducting an analysis in the change management discipline related to the specific scope required.

**Senior Change Manager:** An individual with an extensive level of change management experience, and is responsible for leading all aspects of a change management program.

**Senior Communications Manager:** An individual with an extensive level of communications management experience and in charge of overseeing communications campaigns, ensuring its message is consistent and engaging as related to the specific scope required

**Senior Creative Writer:** An individual that produce various forms of literary and creative writing such as various forms of reports and articles that may be of interest to the organisation, and is available to be published / used across a range of the media or products related to the specific scope required.

**Senior Data Analyst:** An individual that assists with interpreting statistical and numerical data to assess and compare the performance between data sets using existing intelligence processes to develop effective business solutions.

**Senior Human Capital Advisory Consultant:** A senior, more experienced individual who provides advanced professional Human Capital advice and guidance related to the specific scope required.

**Senior Information Analyst:** A senior, more experienced individual / technical expert who provides more informed advice, deeper analysis and interpretation of information for activities related to the specific scope required and who guides and directs other professional staff members and solves complex issues.

**Senior level facilitation service:** A service offered by a more seasoned facilitator inclusive of expert level facilitation of a topic related to the specific scope required as well as the creation of a learning environment and related logistical services to ensure success of the facilitation process.

**Senior Researcher:** An individual who uses highly specialized scientific measures in the research they conduct and who works on research projects that are either too large or too complex for junior researchers.

**Strategic and professional advisor:** An individual who acts as a key advisor to senior officials or stakeholders and would make recommendations which help shape significant policies or programs and key project deliverables against organisational objectives.

**System Development Specialist:** An Individual who concentrates primarily on a particular subject or activity related to systems development, a person highly skilled in systems development as a specific and restricted field related to the specific scope required.

**Train the Trainer:** Individual that apply a Train-the-Trainer framework for training potential instructors or subject matter experts to enable them to train other people in their organisations.

### 13.5 TRADE NAMES OR PROPRIETARY PRODUCTS

**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'**

### 13.6 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.

### 13.7 FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report ( **Annex 3**). – Not applicable
- b) B-BBEE Sub-Contract Expenditure Report ( **Annex 4**).
- c) Joint Venture Expenditure Report ( **Annex 5**).

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.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.



**(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)**

## ANNEX 1

CITY OF CAPE TOWN  
MONTHLY PROJECT LABOUR REPORT

## 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															

## MONTHLY PROJECT LABOUR REPORT

## BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

<b>CONTRACT OR WORKS PROJECT NUMBER:</b>				<b>Year</b>		<b>Month</b>		<b>Sheet</b>				
								<b>1 of</b>				

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												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
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			

**(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)**

**TENDER NO. AND DESCRIPTION:** 207C/2022/23 – PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)

**SUPPLIER:** \_\_\_\_\_

**B-BBEE SUB-CONTRACT EXPENDITURE REPORT**

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

R

B-BBEE Status Level of Prime Supplier

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

<sup>1</sup>Documentary evidence to be provided

Total:	R
Expressed as a percentage of <b>P*</b>	%

**Signatures**

**Declared by supplier to be true and correct:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Verified by CCT Project Manager:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)**

**TENDER NO. AND DESCRIPTION:** 207C/2022/23 – PROVISION OF PANEL OF SERVICE PROVIDERS: PROFESSIONAL PEOPLE AND TRANSFORMATION SERVICES FOR ORGANISATIONAL EFFECTIVENESS & INNOVATION (OEI)

**SUPPLIER:** .....

**PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT**

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement <sup>1</sup>	Total value of partner's contribution (excl. VAT) <sup>1</sup> B = A% x P*	Value of partner's contribution to date (excl. VAT) <sup>1</sup> C	Value of partner's contribution as a percentage of the work executed to date D = C/P* x 100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

<sup>1</sup>Documentary evidence to be provided

**Signatures**

**Declared by supplier to be true and correct:** .....

**Date:** .....

**Verified by CCT Project Manager:** .....

**Date:** .....

