TENDER DOCUMENT GOODS AND SERVICES		CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 117S/2026/27

TENDER DESCRIPTION: Provision of a Panel of Service Providers for Psychological and Non-Psychological Assessment and Development Solutions in Support of Organisational Effectiveness and Innovation

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

CLOSING DATE	**07 December 2026**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**197**
TENDER FEE	**R200**

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

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium orSole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

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

Contents

T.1 GENERAL TENDER INFORMATION 3
T.2 CONDITIONS OF TENDER 4
2.1 General *4*
2.2 Tenderer's obligations *7*

T. 3 FUNCTIONAL CRITERIA AND SCORING 13

2.3 The CCT's undertakings *68*

THE CONTRACT 76

C.1 DETAILS OF TENDERER/SUPPLIER 77
C.2 FORM OF OFFER AND ACCEPTANCE 78
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION) 78
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT) 79
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE) 81
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT 82
C.4 PRICE SCHEDULE 85
C.5 SPECIFICATION(S) 95
C.6 SPECIAL CONDITIONS OF CONTRACT 108
C.7 GENERAL CONDITIONS OF CONTRACT 119
C.8 ANNEXURES 129
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY 129
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT 130
ANNEXURE C - PRO FORMA PERFORMANCE SECURITY/ GUARANTEE 132
ANNEXURE D - PRO FORMA ADVANCE PAYMENT GUARANTEE 133
ANNEXURE F - TENDER RETURNABLE DOCUMENTS 135
Schedule F.1: Contract Price Adjustment *135*
Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums *136*
Schedule F.3: Declaration for Procurement above R10 million *137*
Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022 ..... *138*
Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended) *149*
Schedule F.6: Conflict of Interest Declaration *151*
Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8) *152*
Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT *154*
Schedule F.9: Certificate of Independent Tender Determination *155*
Schedule F.10: Proposed Deviations And Qualifications By Tenderer *156*
Schedule F.11: List of Other Documents Attached By Tenderer *157*
Schedule F.12: Record of Addenda to Tender Documents – Tender 117S/2026/27 ..... *158*
Schedule F.13: Information to Be Provided with the Tender 117S/2026/27 ..... *159*
Schedule F.14: Appeal Application *170*
Schedule F.15: Summary of Resources *171*
Schedule F.16: Tool Purpose Fit *172*
Schedule F.17: Applicability Across Leadership Levels *173*
Schedule F.18: Relevant Assessment Experience *174*
Schedule F.19: Implementation and Support *175*
Schedule F.20 Platform Capability *176*
Schedule F.21 Training Programme Content *178*
Schedule F.22 Previous Training Delivery *180*
Schedule F.23 Proof that the assessment complies with the Employment Equity Act and Health Professions Act - Psychometric Properties (Parts A-F only) *181*
Schedule F.24 Data Protection *182*
Schedule F.25 Scientific Foundation (Parts G-H only) *183*
Schedule F.26 Example Reference for Relevant Assessment Experience *184*
Schedule F.27 CV Template *185*

THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	**:**	**117S/2026/27**
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 20 November 2026 (NOT COMPULSORY, BUT STRONGLY RECOMMENDED)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Join: https://teams.microsoft.com/meet/34136650995284 66?p=KuuQOZCTvL8eeNFPJ7
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed and signed 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. 117S/2026/27: - TENDER DESCRIPTION: [Provision of a Panel of Service Providers for Psychological and Non-Psychological Assessment and Development Solutions in Support of Organisational Effectiveness and Innovation]",** the tender box number. 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	**:**	Email: SCM.Tenders20@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"

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the "CCT") and each tenderer submitting a tender offer (hereinafter referred to as the "tenderer" or the "supplier") shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these "Conditions of Tender"). The tenderer and the CCT shall collectively hereinafter be referred to as the "Parties" and individually a "Party"). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Tender Document Goods and Services (hereinafter referred to as the"Tender" / "Tender Document"), its evaluation and acceptance and any resulting 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 and as amended from time to time. If the CCT appoints a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the "Contract"), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.

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 Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding 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 / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

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 corresponding 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

The CCT intends to appoint two tenderers (the highest ranked tenderer ("the winner") and in addition an "alternative tenderer") for the allocation of work per part. 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 on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the alternative tenderer.

The contract period shall be for a period of **36 months** 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.

2.1.5.3 Nomination of Standby Tenderer

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

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 CCT 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 CCT, 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 CCT appeal authority must consider the 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, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

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

The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 %(Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria (Statutory Requirements)

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 and the Conditions of Tender. An 'acceptable' tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* 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 below 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 below to be completed);
c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
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 below 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 below 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 below to be completed);
g) The tenderer (including any of its representatives, 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, who is directly or indirectly involved or associated with the bid specification committee;
k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
l) The tenderer (including any of its representatives, 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 representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not applicable

2.2.1.1.4 Eligibility Requirements

Explanation of Eligibility Requirements

Parts A-F – Legal requirements around Psychological Assessments that constitute a "Psychological Act"

- The classification of assessment instruments was previously reinforced through Clause (d) of Section 8 of the Employment Equity Act (EEA), which required psychological assessments to be certified by the Health Professions Council of South Africa (HPCSA). This requirement was introduced through the Employment Equity Amendment Act 47 of 2013 and came into effect on 1 August 2014.
- Section 8(d) stated that psychological testing and similar assessments were prohibited unless the test or assessment:
  - "has been certified by the Health Professions Council of South Africa established by section 2 of the Health Professions Act, 1974 (Act No. 56 of 1974), or any other body which may be authorised by law to certify those tests or assessments."
- This provision was removed through the Employment Equity Amendment Act 4 of 2022, with the deletion becoming effective on 1 January 2025 following related legal proceedings.
- Although the specific EEA classification requirement has been removed, the regulation of psychological assessments remains governed by the Health Professions Act, 1974 (Act 56 of 1974).
- Section 37(2)(a)–(e) of the Health Professions Act defines psychological acts in relation to assessment, testing, interpretation, control, and development of instruments measuring psychological constructs. These include the evaluation of:
  - intellectual abilities;

- aptitude;
- interests;
- personality make-up and functioning;
- emotional, behavioural, cognitive, and psychophysiological functioning; and
- psychopathology.

- The Act further includes:
  - the use and interpretation of questionnaires, tests, techniques, and instruments;
  - exercising control over such instruments; and
  - the development and control over the development of such instruments.
- In terms of the HPCSA's interpretation of Section 37, instruments that assess psychological constructs constitute psychological acts and therefore fall within the regulatory scope of the HPCSA.
- This position is further reinforced in HPCSA Form 207, which states: "Thus, according to the Health Professions Act, Act 56 of 1974, tests, measures, questionnaires, instruments, etc. that tap psychological constructs must be used, interpreted, and controlled by psychologists."
- The regulations define "psychologist" for purposes of the Act:
  "'psychologist' includes a person registered under the Act as a psychologist, registered counsellor, psychometrist, psycho-technician or student psychologist, student registered counsellor, student psychometrist or student psycho-technician."
- Therefore, eligibility requirements are in place for sections A-F of this tender (listed as a-c below). Tenderers failing to comply with any of the applicable eligibility requirements at the closing date and time of the tender shall be deemed non-responsive and shall not be evaluated further for the relevant Part(s).

Eligibility Requirements for Parts A-H

- Listed as A-F and A-H below have been identified as critical and thus eligibility requirements for submission. These align with legislative and industry accepted requirements around the need of the organisation (The City of Cape Town) and data protection.

a. Parts A – F: HPCSA Registered Psychology Professionals

Where services involve psychological assessments (administration, interpretation, feedback) and constitute a "psychological act":

- Tenderers must demonstrate access to **appropriately registered HPCSA professionals**.
- **At least three (3) suitably HPCSA registered practitioners** must be identified at submission stage.
- Additional resources **may be confirmed prior to contract award or during implementation**.

Note:

Failure to demonstrate access to appropriate HPCSA-registered expertise will result in your bid not to be considered for the relevant Part(s).

Evidence: Refer to Schedule F.15

The tenderer should attach the following as evidence

- Valid HPCSA registration card **or** verifiable practitioner registration number
- Relevant qualification(s)

b. Parts A – F: Assessment Reliability and Validity and compliance with the Employment Equity Act

Any assessment proposed under Parts A–F that constitutes a psychological assessment and/or measures a psychological construct must:

- Comply with the Employment Equity Act, No. 55 of 1998, including the requirements relating to fairness, validity, reliability and the absence of bias

Where South African norms exist, these should be provided. Where they do not exist, the tenderer should demonstrate the suitability of the assessment for use within the South African context.

To evidence this, please provide:

- A summary page with the reliability and validity criterion overview of the assessment, demonstrated non-bias and fairness in the South African context and an indication (where applicable) of South African norm groups developed, including the breakdown and the year of the norms.
- The technical manual extracts and necessary documents that provide evidence and proof of claims made on the summary document.

Tenderers are required to submit supporting documentation demonstrating alignment with the above.

Evidence: Refer to Schedule F. 23

The tenderer should attach a summary of the assessment's psychometric properties and relevant manual extracts as evidence.

c. Parts A – F: Accreditation and Specialist Support Capability

Tenderers must demonstrate that practitioners responsible for:

- Accreditation or certification training
- Specialist assessment interpretation; and/or
- Feedback delivery

Are appropriately qualified and registered with the HPCSA as a Psychologist (as defined by the HPCSA).

Evidence: Refer to Schedule F. 15

Tenders should attach:

- Valid HPCSA registration card or verifiable practitioner registration number of the person who runs the accreditation training
- Relevant qualification(s)
- Proof of accreditation in the relevant assessment
- Training credentials and experience of training facilitator(s)

Proof of compliance with eligibility and specification requirements must be submitted at tender closing.

Failure to submit proof at closing will result in non-consideration of the applicable bid submission

d. Parts A – H: Data Security

Data Security, Privacy and Data Ownership

Tenderers must demonstrate that all City of Cape Town assessment data and personal information processed through the proposed platform is securely collected, stored, transmitted and managed. The service provider must maintain appropriate technical and organisational safeguards to protect data against unauthorised access, disclosure, alteration, loss or destruction.

The proposed system must:

- Be password protected and implement appropriate access controls to ensure that only authorised users can access assessment data;
- Comply with all applicable legislation and regulatory requirements relating to data protection, privacy and the processing of personal information, including the **Protection of Personal Information Act (POPIA), Employment Equity Act (EEA), and Health Professions Act**, where applicable to the relevant Part;
- Ensure that assessment data is only accessible to authorised City officials, qualified practitioners and other authorised users for legitimate purposes;
- Maintain appropriate security measures for the storage and transmission of assessment data;
- Ensure that the City of Cape Town retains ownership and control of all assessment data and reports generated through the service for the duration of, and following termination or conclusion of, the contract;
- Ensure that the City can access and retrieve its assessment data and reports in an appropriate, usable format throughout the contract period and for **five (5) years after contract conclusion**;

- Not delete, destroy, transfer or otherwise dispose of City data without the City's prior written notification and approval;
- Provide the City with written notification before the expiry of the five-year post-contract retention period, advising that the data is scheduled for deletion and providing the City with an opportunity to confirm any required retention or retrieval arrangements;
- Securely delete or destroy City data following the applicable retention period and in accordance with the City's written instructions and applicable legislation; and
- Ensure that any third parties or sub-processors involved in hosting, processing or supporting the solution are subject to equivalent data protection, confidentiality and security obligations.

Informed Consent

- The system must require candidates to provide **informed consent before completing an assessment**.
- The consent process must clearly explain the purpose of the assessment, how the information will be used, who will have access to the assessment results, and the candidate's consent to the release of the assessment data to the authorised qualified practitioner.
- The system must retain an appropriate record of the candidate's consent and make this record available to the City or authorised practitioner where required.

Evidence: Refer to Schedule F.24

The Tenderer should attach one or more of the following as supporting evidence:

- Data security and privacy policy outlining how assessment data and personal information are protected;
- POPIA and other applicable legislative compliance documentation;
- Information security certifications or independent security assessments, where available;
- Details of data hosting and storage arrangements, including where data is hosted;
- Access control and authentication information, including how access to assessment data is restricted to authorised users;
- Data retention, retrieval and deletion policy/procedure, including confirmation of the five-year post-contract access period;
- Data ownership statement confirming that the City of Cape Town retains ownership and control of its assessment data and reports;
- Third-party/sub-processor information, where applicable;
- Screenshot or demonstration of the informed consent process presented to candidates before completing an assessment; and
- Sample consent record or confirmation showing how candidate consent is recorded and retained.

Important note: Proof of compliance with eligibility requirements per part applied for must be provided with the tender submission at the close of the tender. Failure to provide will result in your bid not being considered for those part(s) where eligibility is a requirement.

2.2.1.1.5 Minimum score for functionality

Upon confirmation of compliance with all applicable Eligibility Requirements, tenders will be evaluated for Functionality.

Only tenderers who achieve the minimum functionality threshold specified for the relevant Part(s) of the tender will be declared responsive and will proceed to the next stage of the evaluation process.

The functionality criteria, weighting and maximum possible scores applicable to each Part are contained in the tables below. The functionality score achieved by a tenderer will be the sum of the scores awarded against each functionality criterion for the relevant Part(s).

Tenderers are required to submit sufficient documentary evidence to enable the City to evaluate their experience, expertise, resources, methodologies, platform capabilities, reporting capabilities and training capability.

Tenders should be prepared to provide the following:

- A company profile demonstrating organisational experience and capability relevant to the Part(s) for which they are bidding;
- Details of relevant projects, including scope, implementations, report volumes (where applicable), references, and other evidence aligned to the functionality criteria;
- **Schedules F15-22 & F.24 is for all parts - provide detailed evidence requirements**
- **Schedules F. 23 is for Parts A-F**
- **Schedule F.25 is for Parts G-H**
- Copies of relevant professional registrations, certifications, accreditations and licences, where applicable;
- Sample reports, technical documentation, platform screenshots and/or other supporting evidence relevant to the functionality criteria.

Note: The extent and quality of evidence provided impacts the functionality evaluation. Where information is unclear or insufficiently supported, this may affect the score allocated to the relevant criterion.

Only evidence submitted as part of the tender response will be considered during the functionality evaluation.

The City of Cape Town will not make assumptions regarding experience, qualifications, capabilities or resources that are not adequately evidenced by the tenderer.

Failure to provide sufficient evidence to substantiate claims made in the tender submission may result in the applicable functionality criterion receiving a score of zero.

The tender has eight Parts namely A, B, C, D, E, F, G, H and tenderers 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 tender (Years 1, 2 and 3) and complete and submit all relevant documents as required for functionality assessment to be completed.

T. 3 FUNCTIONAL CRITERIA AND SCORING

Please note – in order to be considered for functionality scoring – the tenderer to be scored on functionality Eligibility and Mandatory Specification requirements need to be met.

Please find this in section T.2 - 2.2.2 and C.5 – 5.2.7.

Please make use of the tables under the sections to tick off and ensure you have provided evidence for these minimum requirements as failure to do so will declare the tenderer non-responsive.

PART A: Leadership Development Assessments Battery – a Suite of Assessments assessing Personality, Development Areas, Reasoning and Motives and Values – HPCSA Registered Psychology Professionals Only

Eligibility and Specification Requirements:

Please refer to 2.2.2 (Eligibility Requirements) to ensure you comply with the relevant eligibility requirements and refer to C.5 (Specifications) to ensure you comply with general specification requirements and understand the specification requirements. Please make use of the tables in the C.5 to ensure you have provided evidence for the mandatory specifications.

Refer to schedule F regarding the relevant evidence schedules and requirements.

Explanation of Evaluation Criteria for Part A

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

Definition: Suite of Assessments

An assessment suite is an integrated set of assessments that **can be interpreted alongside each other and integrated,** with each assessment measuring complementary constructs to provide a comprehensive and cohesive evaluation.

1.1 Tool Purpose Fit

The tenderer must demonstrate that the proposed assessment battery provides insight into:

- Personality traits;
- Development areas;
- Values & Motives;
- Reasoning.

The tenderer must also demonstrate that the battery generates actionable developmental insights.

Evidence required: Refer to Schedule F.16.

- The Tenderer should attach one or more of the following as supporting evidence: Product brochure, technical manual extracts, product specification, sample report or other publisher documentation clearly demonstrating the above capabilities – please attach and only highlight relevant pages.

1.2. Leadership Levels Covered

To be considered for this Part, tenderers must demonstrate experience in leadership development assessment battery provision across **all three (3) leadership levels**, namely:

- Supervisory / Team Level
- Heads / Middle Management Level
- Senior Leadership Level

Note: Evidence must be specific to each level. Generic or undifferentiated submissions will only be counted as **one level**.

Leadership Levels Definitions: For the purposes of this tender, leadership levels are defined according to scope of responsibility, decision-making authority and organisational impact, rather than job title or internal grading alone.

- **Supervisory / Team Level (Team Leader):** This level applies to employees who are responsible for the day-to-day supervision of operational teams and the immediate delivery of services. Individuals at this level typically oversee frontline employees, allocate daily work, ensure compliance with procedures and standards, and provide first-line people leadership. Decision-making is primarily operational in nature and exercised within clearly defined policies and procedures. The impact of this level is most visible in team performance and service quality at the point of delivery.

- **Heads / Middle Management Level (Heads of teams/ units /divisions):** This level applies to employees who manage functional areas, sections, or multiple teams and who are responsible for translating organisational strategy into operational plans. Individuals at this level typically manage managers or professional teams, oversee budgets and resources, and ensure alignment between strategic objectives and service delivery. Decision-making involves tactical and operational choices that affect departments or service areas, often requiring the balancing of performance, risk, and stakeholder expectations. The impact of this level is evident in the performance and integration of functions, units, or service areas.

- **Senior / Executive Leadership Level**: This level applies to employees who provide strategic leadership across the organisation and are accountable for long-term outcomes, governance, and organisational performance. Individuals at this level set strategic direction, influence policy and priorities, and engage at executive, political, and external stakeholder levels. Decision-making is strategic in nature and involves high-complexity, long-term considerations, including organisational risk, investment, and sustainability. The impact of this level extends across the organisation and is reflected in overall performance, culture, and public value delivery.

Evidence required: Refer to Schedule F.17.

- The Tenderer should attach one or more of the following as supporting evidence: Product documentation, sample reports, case studies or other objective evidence demonstrating application at each leadership level.

2. Supplier Experience and Capability

Note: HPCSA Psychology registration is an eligibility requirement and is not be scored under functionality. Refer to Schedule F.15.

2.1 Relevant Assessment Experience

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in implementing and supporting the proposed assessment suite. A minimum of three relevant client references must be provided in Schedule F.18, supported by documentation evidencing the following for each reference:

1. **Nature of Project:** Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.
2. **Scope of Project:** Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across all three specified leadership levels.
3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation.
4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.
5. **Training, Orientation and Ongoing Support:** Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners.

Scoring will be based on the number of evidence points demonstrated across the client references, in accordance with the evaluation table. Each evidence point must be supported by relevant information or documentation relating to previous engagements.

Evidence required: Refer to Schedule F.18.

- The tenderer must provide a minimum of three relevant client references, supported by documentation demonstrating the five evidence points specified in the evaluation criteria. The tenderer should also provide a detailed company profile for more detailed elaboration of services available. Please refer to schedule F.26 for a reference example.

2.2 Practitioner Accreditation in Assessment Suite

The tenderer must demonstrate that the proposed practitioners are certified or accredited to use the proposed assessment battery.

Evidence required: Refer to Schedule F. 15.

- Include Evidence of: Certification/accreditation certificates for the proposed practitioners issued by the assessment publisher or authorised distributor.

2.3 Implementation and Support Capability

The tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and solution.

Evidence must cover:
- Support arrangements;
- Support contact methods;
- Available support resources (e.g. Individuals who can respond to technical, psychometric and system queries telephonically and/or by email)
- Escalation procedures; and
- Response commitments.

Evidence required: Refer to Schedule F. 19.

- The Tenderer should attach one or more of the following as supporting evidence: Support framework, service documentation, support procedures, service-level commitments or equivalent documentation.

Evaluation will consider the **extent and practicality of the support model** described.

3. System / Platform Capability

The platform must demonstrate:
1. Online administration;
2. Automated individual assessment reports;
3. Automated team/aggregated group reports;
4. Secure internet/cloud-based access;
5. Online administrator dashboard and user management; and
6. Multiple cohort project management.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the system requirements will deem the Tenderer non-responsive.

In order to score on functionality, the tenderer may provide evidence of the following additional capabilities:
1. Automated workflows;
2. Automated Multi-Assessment Reports (combining all four assessments)
3. Longitudinal trend reporting;
4. Automated development recommendations;
5. Developmental nudges/prompts; and
6. Embedded micro-learning.

The above capabilities will be scored in the Functional Criteria Scoring.

Evidence required: Refer to Schedule F. 20.

- The Tenderer MUST attach: Sample reports.
- The Tenderer should attach one or more of the following as supporting evidence: Screenshots, System Documentation.

4. Training Expertise and Credibility

The tenderer must demonstrate the ability to provide the specifications around training and the additional value-added training capabilities specified in the evaluation table.

General specifications around training requirements:

Training must cover:
1. Administrator training;
2. Assessment practitioner/user training;
3. Training materials/resources;
4. Report interpretation;
5. Ethical and appropriate use; and
6. Initial implementation/onboarding support.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the training requirements will deem the Tenderer non-responsive.

Additional training requirements:

In order to score on functionality, the tenderer may provide evidence of:

1. Assessment feedback/coaching training;
2. Development resources/toolkits;
3. Competency assessment/ official accreditation;
4. CPD/continuing professional development points allocation; and
5. At least six accreditation/training sessions delivered during **2023–present**.

Evidence required: Refer to Schedule F.21 & F. 22.

- The Tenderer should attach one or more of the following as supporting evidence: Training manuals extracts, course outlines /agendas, accreditation records, attendance registers, CPD evidence, client references.

<u>Functional Scoring Table: Part A</u>

Note – functionality scoring will only take place if the eligibility requirements have already been met

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Scoring
1	**Tool Purpose Fit**	Measured by the number of assessment requirements evidenced (tool purpose fit criteria); (1) The assessment tools/ battery designed for insight into: I. Personality traits II. Development Areas III. Values (guiding principles) IV. and Motives (internal drivers) V. Reasoning tool (2) The tools / battery generate **actionable developmental insights**	**10**	Evidence of both tool purpose fit criterion demonstrated = **10 points** Evidence of 1 tool purpose fit criterion demonstrated = **5 points** No evidence = **0 points**

		Demonstrate Applicability across all (3) three leadership levels: I. Supervisory / Team II. Heads and Management III. Senior Leadership	**10**	Evidence meets all 3 leadership levels = **10 points** Evidence meets any 2 leadership levels = **5 points** Evidence meets only 1 leadership level or no relevant evidence submitted = **0 points**
Supplier Experience and Capability				
2.1	**Relevant Supplier Experience**	Relevant assessment experience will be evaluated based on the evidence provided in **Schedule F.18** and supporting documentation (Client References). A minimum of three references should be provided. Evaluation will consider the quality and relevance of the tenderer's demonstrated experience in implementing and supporting the proposed assessment. The evidence points should be evidenced as part of previous experience: **1. Nature of project:** Evidence of the services provided, and purpose of assessment utilisation is in line with tool purpose fit **2. Scope of Project:** Volume of assessments administered, project duration and overall scale and complexity of the assignment is in line with • Experience is within a large multi-faceted Organisation (500+ employees) • The assessments provided were made use of across all three leadership levels as defined above **3. Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation. **4. Online Platform Access:** Evidence that an online platform was provided to enable the client's internal	**10**	5 Evidence points provided as part of client references **= 10 points** 4 Evidence points provided as part of client references **= 8 points** 3 Evidence points provided as part of client references **= 6 points** 2 Evidence points provided as part of client references **= 4 points** 1 Evidence point provided as part of client references **= 2 points** 0 Evidence points provided as part of client references **= 0 points**

		practitioners to access and administer assessments independently. **5. Training, Orientation and Ongoing Support:** Evidence of training or orientation and ongoing technical, administrative or professional support provided to the client's internal practitioners.		
2.2	**Practitioner Accreditation**	Certification / Accreditation in Assessment Suite. Extent to which the tenderer demonstrates that proposed **(3)** three practitioners are certified/accredited to use the assessment tools/ suite.	**15**	Certification/accreditation provided for (3) three practitioners = **15 points** Certification/accreditation provided for (2) two practitioners = **10 points** Certification/accreditation provided for (1) one practitioner only= **5 points** No certification/ accreditation evidence provided = **0 points**
2.3	**Implementation & Support Capability**	The tenderer should demonstrate the ability to provide ongoing technical and user support for the proposed assessment platform and assessment solution throughout the contract period. Support capability will be assessed based on evidence of: 1. Support arrangements available to users of the platform and assessment solution; 2. Support contact methods and communication channels through which assistance can be accessed; 3. Availability of support resources to respond to user and technical queries; 4. Escalation procedures for resolving technical issues or complex user queries; and 5. Response commitments for the provision of technical and user support.	**10**	Evidence of 4-5 support capabilities = **10 points** Evidence of 2-3 support capabilities = **5 points** Evidence of 0-1 support capabilities = **0 points**
3	**System / Platform Capability**	Measured by the number of additional system capabilities evidenced. 1. Automated Workflows - Automates invitations, reminders, completion	**25**	Evidence of 6 additional system capabilities = **25 points** Evidence of 5 additional system capabilities = **20 points**

		notifications and/or other assessment administration processes. 2. Automated Multi-Assessment Reports 3. Longitudinal Trend Reporting - Enables comparison of assessment results over time to track development or organisational trends. 4. Automated Development Recommendations - Automatically translates assessment results into development recommendations. 5. Developmental nudges/prompts -Provides ongoing prompts, actions or reminders based on assessment outcomes. 6. Embedded Micro-Learning - Links assessment findings to relevant learning content, resources or development activities.		Evidence of 4 additional system capabilities = **15 points** Evidence of 3 additional system capabilities = **10 points** Evidence of 2 additional system capabilities = **8 points** Evidence of 1 additional system capabilities = **4 points** No evidence of any additional system capabilities= **0 points** Measured by the number of additional training capabilities evidenced.
4	**Training Expertise & Credibility**	Measured by the number of additional training requirements evidenced. 1. Assessment feedback/coaching training - Develops capability to provide appropriate feedback and translate assessment results into development actions. 2. Development resources/toolkits - Provides practical tools, guides, templates or resources that support application after training. 3. Competency assessment/accreditation - Formal assessment, certification or accreditation following practitioner training. 4. CPD/continuing professional development – CPD Points are provided for accreditation training 5. At least 6 accreditation/ training sessions delivered within the previous three years (2023- present).	**20**	Evidence 5 additional training requirements = **20 points** Evidence of 4 additional training requirements = **15 points** Evidence of 3 additional training requirements = **10 points** Evidence of 2 additional training requirements = **5 points** Evidence of 1 additional training requirements = **2 points** No evidence of additional training requirements = **0 points**
			100	

Minimum Qualifying Score: 70 out of a maximum of 100 points.

PART B: Cognitive Complexity, Strategic Thinking or Problem-solving capability assessments for middle to senior leadership development – HPCSA Registered Psychology Professionals

Eligibility and Specification Requirements:

Please refer to 2.2.2 (Eligibility Requirements) to ensure you comply with the relevant eligibility requirements and refer to C.5 (Specifications) to ensure you comply with general specification requirements. Please make use of the tables in the C.5 to ensure you have provided evidence for the mandatory specifications.

Refer to schedule F regarding the relevant evidence schedules and requirements

Explanation of evaluation criteria for PART B:

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

1. Tool Purpose Fit

The tenderer must demonstrate that the proposed assessment battery provides insight into:

- Cognitive Complexity, Strategic Thinking and/or Problem- Solving capability assessment.
- Alignment to workplace leadership development.

The tenderer must also demonstrate that the battery generates actionable developmental insights.

Evidence required: Refer to Schedule F.16.

- The Tenderer should attach one or more of the following as supporting evidence: Product brochure, technical manual extracts, product specification, sample report or other publisher documentation clearly demonstrating the above capabilities – please only attach and highlight relevant pages.

Leadership Levels Covered

To be considered for this Part, tenderers must demonstrate experience in leadership development assessment battery provision across **two (2) leadership levels**, namely:

- Heads / Middle Management Level
- Senior Leadership Level

Note: Evidence must be specific to each level. Generic or undifferentiated submissions will only be counted as **one level**.

Leadership Levels Definitions: For the purposes of this tender, leadership levels are defined according to scope of responsibility, decision-making authority and organisational impact, rather than job title or internal grading alone.

- **Heads / Middle Management Level (Heads of teams/ units /divisions):** This level applies to employees who manage functional areas, sections, or multiple teams and who are responsible for translating organisational strategy into operational plans. Individuals at this level typically manage managers or professional teams, oversee budgets and resources, and ensure alignment between strategic objectives and service delivery. Decision-making involves tactical and operational choices that affect departments or service areas, often requiring the balancing of performance, risk, and stakeholder expectations. The impact of this level is evident in the performance and integration of functions, units, or service areas.

- **Senior / Executive Leadership Level**: This level applies to employees who provide strategic leadership across the organisation and are accountable for long-term outcomes, governance, and organisational performance. Individuals at this level set strategic direction, influence policy and priorities, and engage at executive, political, and external stakeholder levels. Decision-making is strategic in nature and involves high-complexity, long-term considerations, including organisational risk, investment, and sustainability. The impact of this level extends across the organisation and is reflected in overall performance, culture, and public value delivery.

Evidence required: Refer to Schedule F.17.

- The Tenderer should attach one or more of the following as supporting evidence: Product documentation, sample reports, case studies or other objective evidence demonstrating application at each leadership level.

2. Supplier Experience and Capability

Note: HPCSA Psychology registration is an eligibility requirement and is not scored under functionality. Refer to Schedule F.15.

2.1 Relevant Assessment Experience

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in implementing and supporting the proposed assessment suite. A minimum of three relevant client references must be provided in Schedule F.18, supported by documentation evidencing the following:

1. **Nature of Project:** Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.
2. **Scope of Project:** Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across both specified leadership levels.
3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation.
4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.
5. **Training, Orientation and Ongoing Support:** Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners.

Scoring will be based on the number of evidence points demonstrated across the client references, in accordance with the evaluation table. Each evidence point must be supported by relevant information or documentation relating to previous engagements.

Evidence required: Refer to Schedule F.18.

- The tenderer must provide a minimum of three relevant client references, supported by documentation demonstrating the five evidence points specified in the evaluation criteria. The tenderer should also provide a detailed company profile for more detailed elaboration of services available. Please refer to schedule F.26 for a reference example.

2.2 Practitioner Accreditation in Assessment Suite

The tenderer must demonstrate that the proposed practitioners are certified or accredited to use the proposed assessment.
Evidence required: Refer to Schedule F. 15.

- Include Evidence of: Certification/accreditation certificates for the proposed practitioners issued by the assessment publisher or authorised distributor.

2.3 Implementation and Support Capability

The tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and solution.

Evidence must cover:
- Support arrangements;
- Support contact methods;
- Available support resources (eg. Individuals who can respond to technical, psychometric and system queries telephonically and/or by email);
- Escalation procedures; and
- Response commitments.

Evidence required: Refer to Schedule F. 19.

- The Tenderer should attach one or more of the following as supporting evidence: Support framework, service documentation, support procedures, service-level commitments or equivalent documentation.

Evaluation will consider the **extent and practicality of the support model** described.

3. System / Platform Capability

The platform must demonstrate:
1. Online administration;
2. Automated individual assessment reports;
3. Automated team/aggregated group reports;
4. Secure internet/cloud-based access;
5. Online administrator dashboard and user management; and
6. Multiple cohort project management.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the system requirements will deem the Tenderer non-responsive.

In order to score on functionality, the tenderer may provide evidence of the following additional capabilities:
1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The above capabilities will be scored in the Functional Criteria Scoring.

Evidence required: Refer to Schedule F. 20.

- The Tenderer MUST attach: Sample reports.
- The Tenderer should attach one or more of the following as supporting evidence: Screenshots, System Documentation.

4. **Training Expertise and Credibility**

The tenderer must demonstrate the ability to provide the specifications around training and the additional value-added training capabilities specified in the evaluation table. General specifications around training requirements are outlined below.

Training must cover:
1. Administrator training;
2. Assessment practitioner/user training;
3. Training materials/resources;
4. Report interpretation;
5. Ethical and appropriate use; and
6. Initial implementation/onboarding support.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the training requirements will deem the Tenderer non-responsive.

Additional training requirements:

In order to score on functionality, the tenderer may provide evidence of:

1. Assessment feedback/coaching training;
2. Development resources/toolkits;
3. Competency assessment/ official accreditation;

4. CPD/continuing professional development points allocation; and
5. At least six accreditation/training sessions delivered during **2023–present**.

Evidence required: Refer to Schedule F.21 & F. 22.

The Tenderer should attach one or more of the following as supporting evidence: Training manuals extracts, course outlines/agendas, accreditation records, attendance registers, CPD evidence, client references.

Functional Scoring Table: Part B

Note – functionality scoring will only take place if the eligibility requirements have already been met

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Scoring
1	**Tool Purpose Fit**	Measured by the number of assessment requirements evidenced. (1) Stated purpose aligned to Cognitive Complexity, Strategic Thinking and/or Problem- Solving capability assessment. (2) Applicability to 2 leadership levels: middle management level and senior leadership level (3) Alignment to workplace leadership development	**20**	Evidence of all three (3) assessment requirements = **20 points** Evidence of any two (2) assessment requirements = **15 points** Evidence of any one (1) assessment requirement = **10 points** No evidence of assessment requirements = **0 points**
Supplier Experience and Capability				
2.1	**Relevant Supplier Experience**	Relevant assessment experience will be evaluated based on the evidence provided in Schedule F.18 and supporting documentation (Client References). A minimum of three references should be provided. Evaluation will consider the quality and relevance of the tenderer's demonstrated experience in implementing and supporting the proposed assessment. The evidence points should be evidenced as part of previous experience: 1. **Nature of project:** Evidence of the services provided, and purpose of assessment utilisation is in line with tool purpose fit 2. **Scope of Project:** Volume of assessments administered, project duration and overall scale and complexity of the assignment is in line with • Experience is within a large multi-faceted Organisation (500+ employees)	**10**	5 Evidence points provided as part of client references **= 10 points** 4 Evidence points provided as part of client references **= 8 points** 3 Evidence points provided as part of client references **= 6 points** 2 Evidence points provided as part of client references **= 4 points** 1 Evidence point provided as part of client references **= 2 points** 0 Evidence points provided as part of client references **= 0 points**

		• The assessments provided were made use of across two leadership levels as defined above 3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation. 4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently. 5. **Training, Orientation and Ongoing Support:** Evidence of training or orientation and ongoing technical, administrative or professional support provided to the client's internal practitioners.		
2.2	**Practitioner Accreditation**	Certification / Accreditation in Assessment Extent to which the tenderer demonstrates that proposed **(3)** three practitioners are certified/accredited to use the assessment tool.	**15**	Certification/accreditation provided for (3) three practitioners = **15 points** Certification/accreditation provided for (2) two practitioners = **10 points** Certification/accreditation provided for (1) one practitioner only= **5 points** No certification/accreditation evidence provided= **0 points**
2.3	**Implementation & Support Capability**	The tenderer should demonstrate the ability to provide ongoing technical and user support for the proposed assessment platform and assessment solution throughout the contract period. Support capability will be assessed based on evidence of: 1. Support arrangements available to users of the platform and assessment solution; 2. Support contact methods and communication channels through which	**10**	Evidence of 4-5 support capabilities = **10 points** Evidence of 2-3 support capabilities = **5 points** Evidence of 0-1 support capabilities = **0 points**

		assistance can be accessed; 3. Availability of support resources to respond to user and technical queries; 4. Escalation procedures for resolving technical issues or complex user queries; and 5. Response commitments for the provision of technical and user support.		
3	**System / Platform Capability**	Measured by the number of additional system capabilities evidenced. 1. Automated Workflows - Automates invitations, reminders, completion notifications and/or other assessment administration processes. 2. Longitudinal Trend Reporting - Enables comparison of assessment results over time to track development or organisational trends. 3. Automated Development Recommendations - Automatically translates assessment results into development recommendations. 4. Developmental nudges/prompts -Provides ongoing prompts, actions or reminders based on assessment outcomes. 5. Embedded Micro-Learning - Links assessment findings to relevant learning content, resources or development activities.	**25**	Evidence of 5 additional system capabilities = **25 points** Evidence of 4 additional system capabilities = **20 points** Evidence of 3 additional system capabilities = **15 points** Evidence of 2 additional system capabilities = **10 points** Evidence of 1 additional system capabilities = **5 points** No evidence of any additional system capabilities= **0 points**
4	**Training Expertise & Credibility**	Measured by the number of additional training requirements evidenced. 1. Assessment feedback/coaching training - Develops capability to provide appropriate feedback and translate assessment results into development actions. 2. Development resources/toolkits - Provides practical tools, guides, templates or resources that support application after training. 3. Competency assessment/accreditation - Formal assessment, certification or accreditation	**20**	Evidence 5 additional training requirements = **20 points** Evidence of 4 additional training requirements = **15 points** Evidence of 3 additional training requirements = **10 points** Evidence of 2 additional training requirements = **5 points** Evidence of 1 additional training requirements = **2 points**

		following practitioner training. 4. CPD/continuing professional development – CPD Points are provided for accreditation training 5. At least 6 accreditation/ training sessions delivered within the previous three years (2023- present).		No evidence of additional training requirements = **0 points**
			100	

Minimum Qualifying Score: 70 out of a maximum of 100 points.

PART C: Emotional Intelligence Assessment – HPCSA Registered Psychology Professionals

Eligibility and Specification Requirements:

Please refer to 2.2.2 (Eligibility Requirements) to ensure you comply with the relevant eligibility requirements and refer to C.5 (Specifications) to ensure you comply with general specification requirements. Please make use of the tables in the C.5 to ensure you have provided evidence for the mandatory specifications.

Refer to schedule F regarding the relevant evidence schedules and requirements.

Explanation of evaluation criteria for PART C:

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

1. Tool Purpose Fit

The bidder must provide objective evidence that the proposed assessment:

- Measures emotional intelligence for professional and leadership development purposes;
- Assesses emotional intelligence, emotional health and psychological well-being;
- Identifies emotional and social strengths, weaknesses and development areas;
- Is suitable for use across the following leadership levels:
    - Supervisory / Team Leadership Level;
    - Heads / Middle Management Level; and
    - Senior Leadership Level.

The tenderer must also demonstrate that the assessment generates actionable developmental insights.

Evidence required: Refer to Schedule F.16:

The Tenderer should attach one or more of the following as supporting evidence: Product brochure, technical manual extracts, product specification, sample report or other publisher documentation clearly demonstrating the above capabilities – please only attach and highlight relevant pages.

Only assessment capabilities explicitly evidenced in the submitted documentation will be evaluated.

Leadership Levels Covered

To be considered for this Part, tenderers must demonstrate experience in leadership development assessment battery provision across **three (3) leadership levels**, namely:

- Supervisory/Team Leadership Level
- Heads / Middle Management Level
- Senior Leadership Level

Note: Evidence must be specific to each level. Generic or undifferentiated submissions will only be counted as **one level**.

Leadership Levels Definitions: For the purposes of this tender, leadership levels are defined according to scope of responsibility, decision-making authority and organisational impact, rather than job title or internal grading alone.

- **Supervisory / Team Level (Team Leader):** This level applies to employees who are responsible for the day-to-day supervision of operational teams and the immediate delivery of services. Individuals at this level typically oversee frontline employees, allocate daily work, ensure compliance with procedures and standards, and provide first-line people leadership. Decision-making is primarily operational in nature and exercised within clearly defined policies and procedures. The impact of this level is most visible in team performance and service quality at the point of delivery.

- **Heads / Middle Management Level (Heads of teams/ units /divisions):** This level applies to employees who manage functional areas, sections, or multiple teams and who are responsible for translating organisational strategy into operational plans. Individuals at this level typically manage managers or professional teams, oversee budgets and resources, and ensure alignment between strategic objectives and service delivery. Decision-making involves tactical and operational choices that affect departments or service areas, often requiring the balancing of performance, risk, and stakeholder expectations. The impact of this level is evident in the performance and integration of functions, units, or service areas.

- **Senior / Executive Leadership Level**: This level applies to employees who provide strategic leadership across the organisation and are accountable for long-term outcomes, governance, and organisational performance. Individuals at this level set strategic direction, influence policy and priorities, and engage at executive, political, and external stakeholder levels. Decision-making is strategic in nature and involves high-complexity, long-term considerations, including organisational risk, investment, and sustainability. The impact of this level extends across the organisation and is reflected in overall performance, culture, and public value delivery.

Evidence required: Refer to Schedule F.17.

The Tenderer should attach one or more of the following as supporting evidence: Product documentation, sample reports, case studies or other objective evidence demonstrating application at each leadership level.

2. Supplier Experience and Capability

Note: HPCSA Psychology registration is an eligibility requirement and is not scored under functionality. Refer to Schedule F.15.

2.1 Relevant Assessment Experience

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in implementing and supporting the proposed assessment suite. A minimum of three relevant client references must be provided in Schedule F.18, supported by documentation evidencing the following:

1. **Nature of Project:** Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.
2. **Scope of Project:** Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across the three specified leadership levels.
3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation.
4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.
5. **Training, Orientation and Ongoing Support:** Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners.

Scoring will be based on the number of evidence points demonstrated across the client references, in accordance with the evaluation table. Each evidence point must be supported by relevant information or documentation relating to previous engagements.

Evidence required: Refer to Schedule F.18.

- The tenderer must provide a minimum of three relevant client references, supported by documentation demonstrating the five evidence points specified in the evaluation criteria. The tenderer should also provide a detailed company profile. Please refer to schedule F.26 for a reference example.

2.2 Certification / Accreditation in Assessment Tool

The bidder must demonstrate that the proposed practitioners are certified and/or accredited to administer, interpret and provide feedback using the proposed assessment.

Evidence required: Refer to Schedule F. 15.

- Include Evidence of: Certification/accreditation certificates for the proposed practitioners issued by the assessment publisher or authorised distributor.

Only certification relevant to the proposed assessment will be considered.

2.3 Implementation and Support Capability

The tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and solution

Evidence must cover:
- Support arrangements;
- Support contact methods;
- Available support resources (e.g. Individuals who can respond to technical, psychometric and system queries telephonically and/or by email);
- Escalation procedures; and
- Response commitments.

Evidence required: Refer to Schedule F. 19.

- The Tenderer should attach one or more of the following as supporting evidence: Support framework, service documentation, support procedures, service-level commitments or equivalent documentation.

Evaluation will consider the **extent and practicality of the support model** described.

3. System / Platform Capability

The platform must demonstrate:
1. Online administration;
2. Automated individual assessment reports;
3. Automated team/aggregated group reports;
4. Secure internet/cloud-based access;
5. Online administrator dashboard and user management; and
6. Multiple cohort project management.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the system requirements will deem the Tenderer non-responsive.

In order to score on functionality, the tenderer may provide evidence of the following additional capabilities:
1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The above capabilities will be scored in the Functional Criteria Scoring

Evidence required: Refer to Schedule F. 20.

- The Tenderer MUST attach: Sample reports
- The Tenderer should attach one or more of the following as supporting evidence: Screenshots, System Documentation.

4. Training Expertise and Credibility

The tenderer must demonstrate the ability to provide the specifications around training and the additional value-added training capabilities specified in the evaluation table.

General specifications around training requirements:

Training must cover:
1. Administrator training;
2. Assessment practitioner/user training;
3. Training materials/resources;
4. Report interpretation;
5. Ethical and appropriate use; and
6. Initial implementation/onboarding support.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the training requirements will deem the Tenderer non-responsive.

Additional training requirements:

In order to score on functionality, the tenderer may provide evidence of:
1. Assessment feedback/coaching training;
2. Development resources/toolkits;
3. Competency assessment/ official accreditation;
4. CPD/continuing professional development points allocation; and
5. At least six accreditation/training sessions delivered during **2023–present**.

Evidence required: Refer to Schedule F.21 & F. 22.

The Tenderer should attach one or more of the following as supporting evidence: Training manuals extracts, course outlines/agendas, accreditation records, attendance registers, CPD evidence, client references.

Functional Scoring Table: Part C

Note – functionality scoring will only take place if the eligibility requirements have already been met

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Scoring
1	**Tool Purpose Fit**	Measured by the number of assessment requirements evidenced. (1) Measures emotional intelligence for professional and leadership development. (2) Assesses emotional intelligence, emotional health and psychological well-being. (3) Identifies strengths, development areas and areas requiring further exploration. (4) Demonstrate Applicability across all three leadership levels: I. Supervisory / Team II. Heads and Management III. Senior Leadership	**20**	Evidence of all four (4) assessment requirements = **20 points** Evidence of any three (3) assessment requirements = **15 points** Evidence of any two (2) assessment requirements = **10 points** Evidence of one (1) assessment requirement = **5 points**

				No evidence of any assessment requirements = **0 points**
2 Supplier Experience and Capability				
2.1	**Relevant Supplier Experience**	Relevant assessment experience will be evaluated based on the evidence provided in Schedule F.18 and supporting documentation (Client References). A minimum of three references should be provided. Evaluation will consider the quality and relevance of the tenderer's demonstrated experience in implementing and supporting the proposed assessment. The evidence points should be evidenced as part of previous experience: 1. **Nature of project:** Evidence of the services provided, and purpose of assessment utilisation is in line with tool purpose fit 2. **Scope of Project:** Volume of assessments administered, project duration and overall scale and complexity of the assignment is in line with • Experience is within a large multi-faceted Organisation (500+ employees) • The assessments provided were made use of across all three leadership levels as defined above 3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation. 4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently. 5. **Training, Orientation and Ongoing Support:** Evidence of training or orientation and ongoing technical, administrative or professional support provided to the client's internal practitioners.	**10**	5 Evidence points provided as part of client references **= 10 points** 4 Evidence points provided as part of client references **= 8 points** 3 Evidence points provided as part of client references **= 6 points** 2 Evidence points provided as part of client references **= 4 points** 1 Evidence point provided as part of client references **= 2 points** 0 Evidence points provided as part of client references **= 0 points**

2.2	**Practitioner Accreditation**	Certification / Accreditation in Assessment Extent to which the tenderer demonstrates that proposed (**3)** three practitioners are certified/accredited to use the assessment tool.	**15**	Certification/accreditation provided for (3) three practitioners = **15 points** Certification/accreditation provided for (2) two practitioners = **10 points** Certification/accreditation provided for (1) one practitioner only = **5 points** No certification/ accreditation evidence provided= **0 points**
2.3	**Implementation & Support Capability**	The tenderer should demonstrate the ability to provide ongoing technical and user support for the proposed assessment platform and assessment solution throughout the contract period. Support capability will be assessed based on evidence of: 1. Support arrangements available to users of the platform and assessment solution; 2. Support contact methods and communication channels through which assistance can be accessed; 3. Availability of support resources to respond to user and technical queries; 4. Escalation procedures for resolving technical issues or complex user queries; and Response commitments for the provision of technical and user support.	**10**	Evidence of 4 support capabilities = **10 points** Evidence of 3 support capabilities = **7 points** Evidence of 2 support capabilities = **5 points** Evidence of 1 support capability = **3 points** Evidence of 0 support capabilities = **0 points**
3	**System / Platform Capability**	Measured by the number of additional system capabilities evidenced. 1. Multi-Rater / 360 Reports available 2. Automated Workflows - Automates invitations, reminders, completion notifications and/or other assessment administration processes. 3. Longitudinal Trend Reporting - Enables comparison of assessment results over time to track development or organisational trends. 4. Automated Development Recommendations - Automatically translates assessment results into development recommendations.	**25**	Evidence of 6 additional system capabilities = **25 points** Evidence of 5 additional system capabilities = **20 points** Evidence of 4 additional system capabilities = **15 points** Evidence of 3 additional system capabilities = **10 points** Evidence of 2 additional system capabilities = **8 points**

		5. Developmental nudges/prompts -Provides ongoing prompts, actions or reminders based on assessment outcomes. 6. Embedded Micro-Learning - Links assessment findings to relevant learning content, resources or development activities.		Evidence of 1 additional system capabilities = **5 points** No evidence of any additional system capabilities= **0 points**
4	**Training Expertise & Credibility**	Measured by the number of additional training requirements evidenced. 1. Assessment feedback/coaching training - Develops capability to provide appropriate feedback and translate assessment results into development actions. 2. Development resources/toolkits - Provides practical tools, guides, templates or resources that support application after training. 3. Competency assessment/accreditation - Formal assessment, certification or accreditation following practitioner training. 4. CPD/continuing professional development – CPD Points are provided for accreditation training 5. At least 6 accreditation/ training sessions delivered within the previous three years (2023- present).	**20**	Evidence 5 additional training requirements = **20 points** Evidence of 4 additional training requirements = **15 points** Evidence of 3 additional training requirements = **10 points** Evidence of 2 additional training requirements = **5 points** Evidence of 1 additional training requirements = **2 points** No evidence of additional training requirements = **0 points**
			100	

Minimum Qualifying Score: 70 out of a maximum of 100 points.

PART D: Psychometric Assessment to Sources of Stress and wellbeing within the work environment

Eligibility and Specification Requirements:

Please refer to 2.2.2 (Eligibility Requirements) to ensure you comply with the relevant eligibility requirements and refer to C.5 (Specifications) to ensure you comply with general specification requirements. Please make use of the tables in the C.5 to ensure you have provided evidence for the mandatory specifications.

Refer to schedule F regarding the relevant evidence schedules and requirements.

Explanation of evaluation criteria for PART D:

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

1. Tool Purpose Fit

The bidder must provide objective evidence that the proposed assessment:

- Measures workplace stress, wellbeing and/or psychosocial risk factors;
- Identifies sources of stress within the work environment;

- Provides wellbeing insights, developmental recommendations and/or intervention guidance;
- Be suitable for use across all employee, team and leadership levels

The tenderer must also demonstrate that the assessment generates actionable developmental insights.

Evidence required: Refer to Schedule F.16.

The Tenderer should attach one or more of the following as supporting evidence: Product brochure, technical manual extracts, product specification, sample report or other publisher documentation clearly demonstrating the above capabilities – please only attach and highlight relevant pages

Only assessment capabilities explicitly evidenced in the submitted documentation will be evaluated.

2. Supplier Experience and Capability

Note: HPCSA Psychology registration is an eligibility requirement and is not scored under functionality. Refer to Schedule F.15.

2.1 Relevant Assessment Experience

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in implementing and supporting the proposed assessment suite. A minimum of three relevant client references must be provided in Schedule F.18, supported by documentation evidencing the following:

1. **Nature of Project:** Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.
2. **Scope of Project:** Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across all employee, team and leadership levels
3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation.
4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.
5. **Training, Orientation and Ongoing Support:** Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners.

Scoring will be based on the number of evidence points demonstrated across the client references, in accordance with the evaluation table. Each evidence point must be supported by relevant information or documentation relating to previous engagements.

Evidence required: Refer to Schedule F.18.

- The tenderer must provide a minimum of three relevant client references, supported by documentation demonstrating the five evidence points specified in the evaluation criteria. The tenderer should also provide a detailed company profile. Please refer to schedule F.26 for a reference example.

2.2 Certification / Accreditation in Assessment Tool

The bidder must demonstrate that the proposed practitioners are certified and/or accredited to administer, interpret and provide feedback using the proposed assessment.

Evidence required: Refer to Schedule F. 15.

- Include Evidence of: Certification/accreditation certificates for the proposed practitioners issued by the assessment publisher or authorised distributor.

Only certification relevant to the proposed assessment will be considered.

2.3 Implementation and Support Capability

The tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and solution.

Evidence must cover:

- Support arrangements;
- Support contact methods;
- Available support resources (eg. Individuals who can respond to technical, psychometric and system queries telephonically and/or by email);
- Escalation procedures; and
- Response commitments.

Evidence required: Refer to Schedule F. 19.

- The Tenderer should attach one or more of the following as supporting evidence: Support framework, service documentation, support procedures, service-level commitments or equivalent documentation.

Evaluation will consider the **extent and practicality of the support model** described.

3. System / Platform Capability

The platform must demonstrate:

1. Online administration;
2. Automated individual assessment reports;
3. Automated team/aggregated group reports;
4. Secure internet/cloud-based access;
5. Online administrator dashboard and user management; and
6. Multiple cohort project management.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the system requirements will deem the Tenderer non-responsive.

In order to score on functionality, the tenderer may provide evidence of the following additional capabilities:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The above capabilities will be scored in the Functional Criteria Scoring.

Evidence required: Refer to Schedule F. 20.

- The Tenderer MUST attach: Sample reports
- The Tenderer should attach one or more of the following as supporting evidence: Screenshots, System Documentation.

4. Training Expertise and Credibility

The tenderer must demonstrate the ability to provide the specifications around training and the additional value-added training capabilities specified in the evaluation table.

General specifications around training requirements:

Training must cover:

1. Administrator training;
2. Assessment practitioner/user training;
3. Training materials/resources;
4. Report interpretation;

5. Ethical and appropriate use; and
6. Initial implementation/onboarding support.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the training requirements will deem the Tenderer non-responsive.

Additional training requirements:

In order to score on functionality, the tenderer may provide evidence of:

1. Assessment feedback/coaching training;
2. Development resources/toolkits;
3. Competency assessment/ official accreditation;
4. CPD/continuing professional development points allocation; and
5. At least six accreditation/training sessions delivered during **2023–present**.

Evidence required: Refer to Schedule F.21 & F. 22.

The Tenderer should attach one or more of the following as supporting evidence: Training manuals extracts, course outlines/agendas, accreditation records, attendance registers, CPD evidence, client references.

Functional Scoring Table: Part D

Note – functionality scoring will only take place if the eligibility requirements have already been met

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Scoring
1	**Tool Purpose Fit**	Measured by the number of assessment requirements evidenced. (1) Measures workplace stress, wellbeing and/or psychosocial risk factors. (2) Identifies sources of stress within the work environment. (3) Provides wellbeing insights, developmental recommendations and/or intervention guidance. (4) Be suitable for use across all employee, teams and leadership levels	**20**	Evidence of all four (4) assessment requirements = **20 points** Evidence of any three (3) assessment requirements = **15 points** Evidence of any two (2) assessment requirements = **10 points** Evidence of any one (1) assessment requirements = **5 points** No evidence of any assessment requirements = **0 points**
2 Supplier Experience and Capability				
2.1	**Relevant Supplier Experience**	Relevant assessment experience will be evaluated based on the evidence provided in Schedule F.18 and supporting documentation (Client References). A minimum of three references should be provided. Evaluation will consider the quality and relevance of the	**10**	5 Evidence points provided as part of client references **= 10 points** 4 Evidence points provided as part of client references **= 8 points**

		tenderer's demonstrated experience in implementing and supporting the proposed assessment. The evidence points should be evidenced as part of previous experience: 1. **Nature of project:** Evidence of the services provided, and purpose of assessment utilisation is in line with tool purpose fit 2. **Scope of Project:** Volume of assessments administered, project duration and overall scale and complexity of the assignment is in line with • Experience is within a large multi-faceted Organisation (500+ employees) • The assessments provided were made use of across all employee, team and leadership levels 3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation. 4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently. 5. **Training, Orientation and Ongoing Support:** Evidence of training or orientation and ongoing technical, administrative or professional support provided to the client's internal practitioners.		3 Evidence points provided as part of client references **= 6 points** 2 Evidence points provided as part of client references **= 4 points** 1 Evidence point provided as part of client references **= 2 points** 0 Evidence points provided as part of client references **= 0 points**

2.2	**Practitioner Accreditation**	Certification / Accreditation in Assessment Extent to which the tenderer demonstrates that proposed **(3)** three practitioners are certified/accredited to use the assessment tool.	**15**	Certification/accreditation provided for (3) three practitioners = **15 points** Certification/accreditation provided for (2) two practitioners = **10 points** Certification/accreditation provided for (1) one practitioner only= **5 points** No certification/accreditation evidence provided = **0 points**
2.3	**Implementation & Support Capability**	The tenderer should demonstrate the ability to provide ongoing technical and user support for the proposed assessment platform and assessment solution throughout the contract period. Support capability will be assessed based on evidence of: 1. Support arrangements available to users of the platform and assessment solution; 2. Support contact methods and communication channels through which assistance can be accessed; 3. Availability of support resources to respond to user and technical queries; 4. Escalation procedures for resolving technical issues or complex user queries; and Response commitments for the provision of technical and user support.	**10**	Evidence of 4 support capabilities = **10 points** Evidence of 3 support capabilities = **7 points** Evidence of 2 support capabilities = **5 points** Evidence of 1 support capability = **3 points** Evidence of 0 support capabilities = **0 points**
3	**System / Platform Capability**	Measured by the number of additional system capabilities evidenced. 1. Automated Workflows - Automates invitations, reminders, completion notifications and/or other assessment administration processes. 2. Longitudinal Trend Reporting - Enables comparison of assessment results over time to track	**25**	Evidence of 5 additional system capabilities = **25 points** Evidence of 4 additional system capabilities = **20 points** Evidence of 3 additional system capabilities = **15 points** Evidence of 2 additional system capabilities = **10 points**

		development or organisational trends. 3. Automated Development Recommendations - Automatically translates assessment results into development recommendations. 4. Developmental nudges/prompts - Provides ongoing prompts, actions or reminders based on assessment outcomes. 5. Embedded Micro-Learning - Links assessment findings to relevant learning content, resources or development activities.		Evidence of 1 additional system capabilities = **5 points** No evidence of any additional system capabilities= **0 points**
4	**Training Expertise & Credibility**	Measured by the number of additional training requirements evidenced. 1. Assessment feedback/coaching training - Develops capability to provide appropriate feedback and translate assessment results into development actions. 2. Development resources/toolkits - Provides practical tools, guides, templates or resources that support application after training. 3. Competency assessment/accreditation - Formal assessment, certification or accreditation following practitioner training. 4. CPD/continuing professional development – CPD Points are provided for accreditation training 5. At least 6 accreditation/ training sessions delivered within the previous three years (2023- present).	**20**	Evidence 5 additional training requirements = **20 points** Evidence of 4 additional training requirements = **15 points** Evidence of 3 additional training requirements = **10 points** Evidence of 2 additional training requirements = **5 points** Evidence of 1 additional training requirements = **2 points** No evidence of additional training requirements = **0 points**
			100	

Minimum Qualifying Score: 70 out of a maximum of 100 points.

PART E: Counterproductive Work Behaviour Psychometric Assessment

Eligibility and Specification Requirements:

Please refer to 2.2.2 (Eligibility Requirements) to ensure you comply with the relevant eligibility requirements and refer to C.5 (Specifications) to ensure you comply with general specification requirements. Please make use of the tables in the C.5 to ensure you have provided evidence for the mandatory specifications.

Refer to schedule F regarding the relevant evidence schedules and requirements

Explanation of evaluation criteria for PART E:

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

1. Tool Purpose Fit

The bidder must provide objective evidence that the proposed assessment:

- Measures Counterproductive Work Behaviour, workplace misconduct risk and/or integrity-related behavioural risk
- Identifies behavioural risk factors that may negatively affect organisational effectiveness, ethics, compliance, safety or performance
- Be suitable for use across all employee, team and leadership levels

The tenderer must also demonstrate that the assessment generates behavioural risk insights, actionable developmental recommendations and insights and/or intervention guidance.

Evidence required: Refer to **Schedule F.16.**

- The Tenderer should attach one or more of the following as supporting evidence: Product brochure, technical manual extracts, product specification, sample report or other publisher documentation clearly demonstrating the above capabilities – please only attach and highlight relevant pages.

2. Supplier Experience and Capability

Note: HPCSA Psychology registration is an eligibility requirement and is not scored under functionality. Refer to Schedule F.15.

2.1 Relevant Assessment Experience

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in implementing and supporting the proposed assessment suite. A minimum of three relevant client references must be provided in Schedule F.18, supported by documentation evidencing the following:

1. **Nature of Project:** Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.
2. **Scope of Project:** Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across all employee, team and leadership levels
3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation.
4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.
5. **Training, Orientation and Ongoing Support:** Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners.

Scoring will be based on the number of evidence points demonstrated across the client references, in accordance with the evaluation table. Each evidence point must be supported by relevant information or documentation relating to previous engagements.

Evidence required: Refer to Schedule F.18.

- The tenderer must provide a minimum of three relevant client references, supported by documentation demonstrating the five evidence points specified in the evaluation criteria. The tenderer should also provide a detailed company profile for more detailed elaboration of services available. Please refer to schedule F.26 for a reference example.

2.2 Practitioner Accreditation in Assessment Tool

The tenderer must demonstrate that the proposed practitioners are certified or accredited to use the proposed assessment battery.

Evidence required: Refer to Schedule F. 15.

- Include Evidence of: Certification/accreditation certificates for the proposed practitioners issued by the assessment publisher or authorised distributor.

2.3 Implementation and Support Capability

The tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and solution.

Evidence must cover:

- Support arrangements;
- Support contact methods;
- Available support resources (e.g. Individuals who can respond to technical, psychometric and system queries telephonically and/or by email);
- Escalation procedures; and
- Response commitments.

Evidence required: Refer to Schedule F. 19.

- The Tenderer should attach one or more of the following as supporting evidence: Support framework, service documentation, support procedures, service-level commitments or equivalent documentation.

Evaluation will consider the **extent and practicality of the support model** described.

3. System / Platform Capability

The platform must demonstrate:

1. Online administration;
2. Automated individual assessment reports;
3. Automated team/aggregated group reports;
4. Secure internet/cloud-based access;
5. Online administrator dashboard and user management; and
6. Multiple cohort project management.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the system requirements will deem the Tenderer non-responsive.

In order to score on functionality, the tenderer may provide evidence of the following additional capabilities:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The above capabilities will be scored in the Functional Criteria Scoring.

Evidence required: Refer to Schedule F. 20.

- The Tenderer MUST attach: Sample reports.
- The Tenderer should attach one or more of the following as supporting evidence: Screenshots, System Documentation.

4. Training Expertise and Credibility

The tenderer must demonstrate the ability to provide the specification around training and the additional value-added training capabilities specified in the evaluation table.

General specifications around training requirements:

Training must cover:
1. Administrator training;
2. Assessment practitioner/user training;
3. Training materials/resources;
4. Report interpretation;
5. Ethical and appropriate use; and
6. Initial implementation/onboarding support.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the training requirements will deem the Tenderer non-responsive.

Additional training requirements:

In order to score on functionality, the tenderer may provide evidence of:

1. Assessment feedback/coaching training;
2. Development resources/toolkits;
3. Competency assessment/ official accreditation;
4. CPD/continuing professional development points allocation; and
5. At least six accreditation/training sessions delivered during **2023–present**.

Evidence required: Refer to Schedule F.21 & F. 22.

The Tenderer should attach one or more of the following as supporting evidence: Training manuals extracts, course outlines/agendas, accreditation records, attendance registers, CPD evidence, client references.

Functional Scoring Table: Part E

Note – functionality scoring will only take place if the eligibility requirements have already been met

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Scoring
1	**Tool Purpose Fit**	Measured by the number of assessment requirements evidenced. (1) Measures counterproductive work behaviour, workplace misconduct risk and/or integrity-related behavioural risk. (2) Identifies behavioural risk factors that may negatively affect organisational effectiveness, ethics, compliance, safety or performance.	**20**	Evidence of all four (4) assessment requirements = **20 points** Evidence of any three (3) assessment requirements = **15 points** Evidence of any two (2) assessment requirements = **10 points** Evidence of any one (1) assessment requirements = **5**

		(3) Provides behavioural risk insights and developmental recommendations. (4) Be suitable for use across all employee, team and leadership levels		**points** No evidence of any assessment requirements = **0 points**
2 Supplier Experience and Capability				
2.1	**Relevant Assessment Experience**	Relevant assessment experience will be evaluated based on the evidence provided in Schedule F.18 and supporting documentation (Client References). A minimum of three references should be provided. Evaluation will consider the quality and relevance of the tenderer's demonstrated experience in implementing and supporting the proposed assessment. The evidence points should be evidenced as part of previous experience: 1. **Nature of project:** Evidence of the services provided, and purpose of assessment utilisation is in line with tool purpose fit 2. **Scope of Project:** Volume of assessments administered, project duration and overall scale and complexity of the assignment is in line with • Experience is within a large multi-faceted Organisation (500+ employees) • The assessments provided were made use of across all employee, team and leadership levels 3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation.	**10**	5 Evidence points provided as part of client references **= 10 points** 4 Evidence points provided as part of client references **= 8 points** 3 Evidence points provided as part of client references **= 6 points** 2 Evidence points provided as part of client references **= 4 points** 1 Evidence point provided as part of client references **= 2 points** 0 Evidence points provided as part of client references **= 0 points**

		4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently. 5. **Training, Orientation and Ongoing Support:** Evidence of training or orientation and ongoing technical, administrative or professional support provided to the client's internal practitioners.		
2.2	**Practitioner Accreditation**	Certification / Accreditation in Assessment Extent to which the tenderer demonstrates that proposed (**3)** three practitioners are certified/accredited to use the assessment tool.	**15**	Certification/accreditation provided for (3) three practitioners = **15 points** Certification/accreditation provided for (2) two practitioners = **10 points** Certification/accreditation provided for (1) one practitioner only = **5 points** No certification/accreditation evidence provided = **0 points**
2.3	**Implementation & Support Capability**	The tenderer should demonstrate the ability to provide ongoing technical and user support for the proposed assessment platform and assessment solution throughout the contract period. Support capability will be assessed based on evidence of: 1. Support arrangements available to users of the platform and assessment solution; 2. Support contact methods and communication channels through which assistance can be accessed; 3. Availability of support resources to respond to user and technical queries;	**10**	Evidence of 4-5 support capabilities = **10 points** Evidence of 2-3 support capabilities = **5 points** Evidence of 0-1 support capabilities = **0 points**

		4. Escalation procedures for resolving technical issues or complex user queries; and 5. Response commitments for the provision of technical and user support.		
3	**System / Platform Capability**	Measured by the number of additional system capabilities evidenced. 1. Automated Workflows - Automates invitations, reminders, completion notifications and/or other assessment administration processes. 2. Longitudinal Trend Reporting - Enables comparison of assessment results over time to track development or organisational trends. 3. Automated Development Recommendations - Automatically translates assessment results into development recommendations. 4. Developmental nudges/prompts - Provides ongoing prompts, actions or reminders based on assessment outcomes. 5. Embedded Micro-Learning - Links assessment findings to relevant learning content, resources or development activities.	**25**	Evidence of 5 additional system capabilities = **25 points** Evidence of 4 additional system capabilities = **20 points** Evidence of 3 additional system capabilities = **15 points** Evidence of 2 additional system capabilities = **10 points** Evidence of 1 additional system capabilities = **5 points** No evidence of any additional system capabilities= **0 points**
4	**Training Expertise & Credibility**	Measured by the number of additional training requirements evidenced. 1. Assessment feedback/coaching training - Develops capability to provide appropriate feedback and translate assessment results into development actions. 2. Development resources/toolkits - Provides practical tools, guides, templates or resources that support application after training.	**20**	Evidence 5 additional training requirements = **20 points** Evidence of 4 additional training requirements = **15 points** Evidence of 3 additional training requirements = **10 points** Evidence of 2 additional training requirements = **5 points**

		3. Competency assessment/accreditation - Formal assessment, certification or accreditation following practitioner training. 4. CPD/continuing professional development – CPD Points are provided for accreditation training 5. At least 6 accreditation/ training sessions delivered within the previous three years (2023- present).		Evidence of 1 additional training requirements = **2 points** No evidence of additional training requirements = 0 **points**
			100	

Minimum Qualifying Score: 70 out of a maximum of 100 points.

Part F: Individual and Team Development Assessments (Personality, Career Development and Team Diagnostic Tools) – for Registered Psychology Professionals (HPCSA)

Eligibility and Specification Requirements:

Please refer to 2.2.2 (Eligibility Requirements) to ensure you comply with the relevant eligibility requirements and refer to C.5 (Specifications) to ensure you comply with general specification requirements. Please make use of the tables in the C.5 to ensure you have provided evidence for the mandatory specifications.

Refer to annexure F regarding the relevant evidence schedules and requirements.

Refer to schedules: F. 15, F.20, F.21, F. 23 and F.24.

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

The City requires its registered Organisational Psychologists, or those eligible under HPCSA regulations, to administer assessments through the service provider's online platform and access individual and team reports to support development interventions.

1. Tool Purpose Fit

The tenderer must demonstrate that the proposed assessment provides insight into:

- Assesses personality type preferences, strengths, development areas, career development and team dynamics;
- Supports individual development, career development, team effectiveness and collaboration;
- Provides insights into psychological type, working styles, communication preferences and team interactions; and
- Be suitable for use across all employee, team and leadership levels.

Is suitable for use across the following leadership levels:

- Supervisory / Team Leadership Level;
- Heads / Middle Management Level; and
- Senior Leadership Level.

The tenderer must also demonstrate that the battery generates actionable developmental insights.

Evidence required: Refer to Schedule F.16.

The Tenderer should attach one or more of the following as supporting evidence: Product brochure, technical manual extracts, product specification, sample report or other publisher documentation clearly demonstrating the above capabilities – please only attach and highlight relevant pages.

2. Supplier Experience and Capability

Note: HPCSA Psychology registration is an eligibility requirement and is not scored under functionality. Refer to Schedule F.15.

2.1 Relevant Assessment Experience

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in implementing and supporting the proposed assessment suite. A minimum of three relevant client references must be provided in Schedule F.18, supported by documentation evidencing the following:

1. **Nature of Project:** Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.
2. **Scope of Project:** Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across all employee, team and leadership levels
3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation.
4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.
5. **Training, Orientation and Ongoing Support:** Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners.

Scoring will be based on the number of evidence points demonstrated across the client references, in accordance with the evaluation table. Each evidence point must be supported by relevant information or documentation relating to previous engagements.

Evidence required: Refer to Schedule F.18.

- The tenderer must provide a minimum of three relevant client references, supported by documentation demonstrating the five evidence points specified in the evaluation criteria. The tenderer should also provide a detailed company profile for more detailed elaboration of services available. Please refer to schedule F.26 for a reference example.

2.2 Practitioner Accreditation in Assessment Tool

The tenderer must demonstrate that the proposed practitioners are certified or accredited to use the proposed assessment battery.

Evidence required: Refer to Schedule F. 15.

- Include Evidence of: Certification/accreditation certificates for the proposed practitioners issued by the assessment publisher or authorised distributor.

2.3 Implementation and Support Capability

The tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and solution.

Evidence must cover:

- Support arrangements;
- Support contact methods;
- Available support resources (eg. Individuals who can respond to technical, psychometric and system queries telephonically and/or by email);
- Escalation procedures; and
- Response commitments.

Evidence required: Refer to Schedule F. 19.

- The Tenderer should attach one or more of the following as supporting evidence: Support framework, service documentation, support procedures, service-level commitments or equivalent documentation.

Evaluation will consider the **extent and practicality of the support model** described.

3. System / Platform Capability

The platform must demonstrate:

- Online assessment administration;
- Automated generation of individual interpretive reports;
- Automated generation of team and/or aggregated group reports;
- Reports across personality type, career development, conflict management, stress, influencing, leadership, emotional intelligence, change, decision-making and team dynamicsSecure internet/cloud-based access;
- Online administrator dashboard with user management functionality;
- Exportable reports and/or data outputs; and
- Multiple cohort project management.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the system requirements will deem the Tenderer non-responsive.

In order to score on functionality, the tenderer may provide evidence of the following additional capabilities:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The above capabilities will be scored in the Functional Criteria Scoring.

Evidence required: Refer to Schedule F. 20.

- The Tenderer MUST attach: Sample reports.
- The Tenderer should attach one or more of the following as supporting evidence: Screenshots, System Documentation.

4. Training Expertise and Credibility

The tenderer must demonstrate the ability to provide the specifications around training and the additional value-added training capabilities specified in the evaluation table.

General specifications around training requirements:

Training must cover:

1. Administrator training;
2. Assessment practitioner/user training;
3. Training materials/resources;
4. Report interpretation;
5. Ethical and appropriate use; and
6. Initial implementation/onboarding support.

These requirements are part of the tender specifications and thus need to be included. Non-compliance with the general specifications regarding the training requirements will deem the Tenderer non-responsive.

Additional training requirements:

In order to score on functionality, the tenderer may provide evidence of:

1. Assessment feedback/coaching training;
2. Development resources/toolkits;
3. Competency assessment/ official accreditation;
4. CPD/continuing professional development points allocation; and
5. At least six accreditation/training sessions delivered during **2023–present**.

Evidence required: Refer to Schedule F.21 & F. 22.

The Tenderer should attach one or more of the following as supporting evidence: Training manuals extracts, course outlines/agendas, accreditation records, attendance registers, CPD evidence, client references.

Functional Scoring Table: Part F

Note – functionality scoring will only take place if the eligibility requirements have already been met

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Scoring
1	**Tool Purpose Fit**	Measured by the number of assessment requirements evidenced. (1) Assesses personality type preferences, strengths, development areas, career development and team dynamics. (2) Supports individual development, career development, team effectiveness and collaboration. (3) Provides insights into psychological type, working styles, communication preferences, stress, influencing, change, leadership, decision-making and team interactions. (4) Be suitable for use across all employee, team and leadership levels	**20**	Evidence of all four (4) assessment requirements = **20 points** Evidence of any three (3) assessment requirements = **15 points** Evidence of any two (2) assessment requirements = **10 points** Evidence of any one (1) assessment requirements = **5 points** No evidence of any assessment requirements = **0 points**
2. Supplier Experience and Capability				
2.1	**Relevant Assessment Experience**	Relevant assessment experience will be evaluated based on the evidence provided in Schedule F.18 and supporting documentation (Client References). A minimum of three references should be provided. Evaluation will consider the quality and relevance of the tenderer's demonstrated experience in implementing and supporting the proposed assessment. The evidence points should be evidenced as part of previous experience:	**10**	5 Evidence points provided as part of client references **= 10 points** 4 Evidence points provided as part of client references **= 8 points** 3 Evidence points provided as part of client references **= 6 points** 2 Evidence points provided as part of client references **= 4 points**

		1. **Nature of project:** Evidence of the services provided, and purpose of assessment utilisation is in line with tool purpose fit 2. **Scope of Project:** Volume of assessments administered, project duration and overall scale and complexity of the assignment is in line with • Experience is within a large multi-faceted Organisation (500+ employees) • The assessments provided were made use of across all employee, team and leadership levels 3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation. 4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently. 5. **Training, Orientation and Ongoing Support:** Evidence of training or orientation and ongoing technical, administrative or professional support provided to the client's internal practitioners.		1 Evidence points provided as part of client references **= 2 points** 0 Evidence points provided as part of client references **= 0 points**
2.2	**Practitioner Accreditation in Assessment Tool**	Certification / Accreditation in Assessment Extent to which the tenderer demonstrates that proposed (**3)** three practitioners are certified/accredited to use the assessment tool.	**15**	Certification/accreditation provided for (3) three practitioners = **15 points** Certification/accreditation provided for (2) two practitioners = **10 points**

				Certification/accreditation provided for (1) one practitioner only= **5 points** No certification/ accreditation evidence provided= **0 points**
2.3	**Implementation & Support Capability**	The tenderer should demonstrate the ability to provide ongoing technical and user support for the proposed assessment platform and assessment solution throughout the contract period. Support capability will be assessed based on evidence of: 1. Support arrangements available to users of the platform and assessment solution; 2. Support contact methods and communication channels through which assistance can be accessed; 3. Availability of support resources to respond to user and technical queries; 4. Escalation procedures for resolving technical issues or complex user queries; and 5. Response commitments for the provision of technical and user support.	**10**	Evidence of 4-5 support capabilities = **10 points** Evidence of 2-3 support capabilities = **5 points** Evidence of 0-1 support capabilities = **0 points**
3	**System / Platform Capability**	Measured by the number of additional system capabilities evidenced. 1. Automated Workflows - Automates invitations, reminders, completion notifications and/or other assessment administration processes. 2. Longitudinal Trend Reporting - Enables comparison of assessment results over time to track development or organisational trends. 3. Automated Development Recommendations - Automatically translates assessment results into development recommendations.	**25**	Evidence of 5 additional system capabilities = **25 points** Evidence of 4 additional system capabilities = **20 points** Evidence of 3 additional system capabilities = **15 points** Evidence of 2 additional system capabilities = **10 points** Evidence of 1 additional system capabilities = **5 points** No evidence of any additional system capabilities= **0 points**

		4. Developmental nudges/prompts - Provides ongoing prompts, actions or reminders based on assessment outcomes. 5. Embedded Micro-Learning - Links assessment findings to relevant learning content, resources or development activities.		
4	**Training Expertise & Credibility**	Measured by the number of additional training requirements evidenced. 1. Assessment feedback/coaching training - Develops capability to provide appropriate feedback and translate assessment results into development actions. 2. Development resources/toolkits - Provides practical tools, guides, templates or resources that support application after training. 3. Competency assessment/accreditation - Formal assessment, certification or accreditation following practitioner training. 4. CPD/continuing professional development – CPD Points are provided for accreditation training 5. At least 6 accreditation/ training sessions delivered within the previous three years (2023- present).	**20**	Evidence 5 additional training requirements = **20 points** Evidence of 4 additional training requirements = **15 points** Evidence of 3 additional training requirements = **10 points** Evidence of 2 additional training requirements = **5 points** Evidence of 1 additional training requirements = **2 points** No evidence of additional training requirements = **0 points**
			100	

Minimum Qualifying Score: 70 out of a maximum of 100 points.

Part G: Individual and Team Behavioural Assessments and Development Methodologies for People Practitioners (Non-HPCSA Assessment Tools)

Eligibility and Specification Requirements:

Please refer to 2.2.2 (Eligibility Requirements) to ensure you comply with the relevant eligibility requirements and refer to C.5 (Specifications) to ensure you comply with general specification requirements. Please make use of the tables in the C.5 to ensure you have provided evidence for the mandatory specifications.

Refer to schedule F regarding the relevant evidence schedules and requirements

Explanation of evaluation criteria for PART G:

(To be read together with the evaluation criteria stipulated in the table below for PART G)

The City requires access to behavioural assessment methodologies and development tools that support individual development, leadership development, team effectiveness, coaching, communication and collaboration. These methodologies do not constitute psychological assessments requiring administration by HPCSA-registered psychology professionals and may therefore be utilised by Organisational Development practitioners, Human Resource practitioners, coaches and leaders.

Examples include behavioural preference methodologies, personality type methodologies, strengths-based assessments, communication tools, conflict management methodologies, team development frameworks and similar organisational development methodologies.

1. Tool Purpose Fit

The tenderer must demonstrate that the proposed tool provides insight into one or more of the following:

- Behavioural preferences;
- Communication style;
- Strengths;
- Team dynamics; and
- Development preferences.

The tenderer must also demonstrate that the proposed tool:

- Supports individual development, team development, leadership development and/or coaching;
- Provides both individual and team-level insights;
  Is applicable across all levels; and
- Produces practical developmental outputs and action-planning recommendations.

Evidence required: Refer to Schedule F.16.

- The Tenderer should attach one or more of the following as supporting evidence: Product brochure, technical manual extracts, product specification, sample report, sample output or other publisher documentation clearly demonstrating the above capabilities. Please only attach and highlight relevant pages

2. Supplier Experience and Capability

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in implementing and supporting the proposed assessment suite. A minimum of three relevant client references must be provided in Schedule F.18, supported by documentation evidencing the following:

1. **Nature of Project:** Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.
2. **Scope of Project:** Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across all employee, team and leadership levels
3. **Internal Use of Assessments:** Evidence that the client's internal practitioners used the assessment tools independently within the organisation.
4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.
5. **Training, Orientation and Ongoing Support:** Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners.

Scoring will be based on the number of evidence points demonstrated across the client references, in accordance with the evaluation table. Each evidence point must be supported by relevant information or documentation relating to previous engagements.

Evidence required: Refer to Schedule F.18.

- The tenderer must provide a minimum of three relevant client references, supported by documentation demonstrating the five evidence points specified in the evaluation criteria. The tenderer should also provide a detailed company profile for more detailed elaboration of services available. Please refer to schedule F.26 for a reference example.

3. Implementation and Support Capability

The tenderer must demonstrate the ability to provide ongoing technical and user support for the proposed platform and assessment solution throughout the contract period.
Evidence must cover:

- Support arrangements available to users of the platform and assessment solution;
- Support contact methods and communication channels through which assistance can be accessed;
- Availability of support resources (eg. Individuals who can respond to technical and system queries telephonically and/or by email);
- Escalation procedures for resolving technical issues or complex user queries; and
- Response commitments for the provision of technical and user support.

Evidence required: Refer to Schedule F.19.

- The Tenderer should attach one or more of the following as supporting evidence: Support framework, service documentation, support procedures, service-level commitments or equivalent documentation.
- Evaluation will consider the extent and practicality of the support model described

4. System / Platform Capability

The general specification system/platform requirements specified for Part G must be met.

Subject to the specification requirements being met, additional points will be awarded for evidence of the following value-added system capabilities:

1. **Automated Workflows** – Automates invitations, reminders, completion notifications and/or other assessment administration processes.
2. **Longitudinal Trend Reporting** – Enables comparison of assessment results over time to track development or organisational trends.
3. **Automated Development Recommendations** – Automatically translates assessment results into development recommendations.
4. **Developmental Nudges/Prompts** – Provides ongoing prompts, actions or reminders based on assessment outcomes.
5. **Embedded Micro-Learning** – Links assessment findings to relevant learning content, resources or development activities.

The above capabilities will be scored based on the number of additional system capabilities objectively evidenced.

Evidence required: Refer to Schedule F.20.

- The Tenderer should attach one or more of the following as supporting evidence: Screenshots, system documentation, user guides, technical specifications, training materials, sample reports or other objective evidence demonstrating the stated functionality.

5. Training Expertise and Credibility

The general specifications around training requirements specified for Part H must be met.

Subject to the specifications regarding training requirements being met, additional points will be awarded for evidence of the following:

1. **Tool feedback/coaching training** – Develops capability to provide appropriate feedback and translate assessment results into development actions.
2. **Development resources/toolkits** – Provides practical tools, guides, templates or resources that support application after training.
3. **Training Experience** – At least six accreditation and/or training sessions delivered during **2023–present**.

The above capabilities will be scored based on the number of additional training requirements objectively evidenced.

Evidence required: Refer to Schedule F.21 and F.22.

- The Tenderer should attach one or more of the following as supporting evidence: Training manual extracts, course outlines/agendas, accreditation records, attendance registers, client references or other objective evidence demonstrating the stated training capability and experience.

Functional Scoring Table: Part G

Note – functionality scoring will only take place if the eligibility requirements have already been met

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Scoring
1	**Tool Purpose Fit**	Measured by the number of assessment requirements evidenced (1) Measures behavioural preferences, communication style, strengths, team dynamics and/or development preferences. (2) Supports individual development, team development, leadership development and/or coaching. (3) Provides both individual and team-level insights. (4) Applicable across all levels. (5) Produces practical developmental outputs and action planning recommendations.	**25**	5 assessment requirements evidenced = **25 points** 4 assessment requirements evidenced = **20 points** 3 assessment requirements evidenced = **15 points** 2 assessment requirements evidenced = **10 points** 1 assessment requirements evidenced = **5 points** 0 assessment requirements evidenced = **0 points**
2	**Supplier Experience and Capability**	Relevant assessment experience will be evaluated based on the evidence provided in Schedule F.18 and supporting documentation (Client References). A minimum of three references should be provided. Evaluation will consider the quality and relevance of the tenderer's demonstrated experience in implementing and supporting the proposed assessment. The evidence points should be evidenced as part of previous experience: 1. **Nature of project:** Evidence of the services provided,	**20**	5 Evidence points provided as part of client references **= 20 points** 4 Evidence points provided as part of client references **= 15 points** 3 Evidence points provided as part of client references **= 10 points** 2 Evidence points provided as part of client references **= 7 points** 1 Evidence points provided as part of client references **= 4**

		and purpose of assessment utilisation is in line with tool purpose fit 2. **Scope of Project:** Volume of assessments administered, project duration and overall scale and complexity of the assignment is in line with • Experience is within a large multi-faceted Organisation (500+ employees) • The assessments provided were made use of across all employee, team and leadership levels 3. **Internal Use of Assessments:** Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation. 4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently. 5. **Training, Orientation and Ongoing Support:** Evidence of training or orientation and ongoing technical, administrative or professional support provided to the client's internal practitioners.		**points** 0 Evidence points provided as part of client references **= 0 points**

3	**Implementation & Support Capability**	The tenderer should demonstrate the ability to provide ongoing technical and user support for the proposed platform and tool throughout the contract period. Support capability will be assessed based on evidence of: 1. Support arrangements available to users of the platform and assessment solution; 2. Support contact methods and communication channels through which assistance can be accessed; 3. Availability of support resources to respond to user and technical queries; 4. Escalation procedures for resolving technical issues or complex user queries; and 5. Response commitments for the provision of technical and user support.	**10**	Evidence of 4-5 support capabilities = **10 points** Evidence of 2-3 support capabilities = **5 points** Evidence of 0-1 support capabilities = **0 points**
4	**System / Platform Capability**	Measured by the number of additional system capabilities evidenced. 1. Automated Workflows - Automates invitations, reminders, completion notifications and/or other assessment administration processes. 2. Longitudinal Trend Reporting - Enables comparison of assessment results over time to track development or organisational trends.	**25**	Evidence of 5 additional system capabilities = **25 points** Evidence of 4 additional system capabilities = **20 points** Evidence of 3 additional system capabilities = **15 points** Evidence of 2 additional system capabilities = **10 points** Evidence of 1 additional system capabilities = **5 points** No evidence of any additional system capabilities= **0 points**

		3. Automated Development Recommendations - Automatically translates assessment results into development recommendations. 4. Developmental nudges/prompts - Provides ongoing prompts, actions or reminders based on assessment outcomes. 5. Embedded Micro-Learning - Links assessment findings to relevant learning content, resources or development activities.		
5	**Training Expertise & Credibility**	Measured by the number of additional training requirements evidenced. 1. Tool feedback/coaching training - Develops capability to provide appropriate feedback and translate assessment results into development actions. 2. Development resources/toolkits - Provides practical tools, guides, templates or resources that support application after training. 3. At least 6 accreditation/ training sessions delivered within the previous three years (2023-present).	**20**	Evidence 3 additional training requirements = **20 points** Evidence of 2 additional training requirements = **15 points** Evidence of 1 additional training requirements = **10 points** No evidence of additional training requirements = **0 points**
			100	

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

PART H: Assessment to Measure Team Performance, Team Culture and Team Effectiveness

Eligibility and Specification Requirements:

Please refer to 2.2.2 (Eligibility Requirements) to ensure you comply with the relevant eligibility requirements and refer to C.5 (Specifications) to ensure you comply with general specification requirements. Please make use of the tables in the C.5 to ensure you have provided evidence for the mandatory specifications.

Refer to annexure F regarding the relevant evidence schedules and requirements

Explanation of evaluation criteria for PART H:

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

The City requires access to an assessment and/or diagnostic methodology that measures team performance, team culture and team effectiveness. The assessment will be utilised as part of organisational development interventions to diagnose current team functioning, identify development opportunities and support targeted team effectiveness interventions.

The methodology should be capable of providing meaningful team-level insights and practical recommendations to support team development, culture enhancement and performance improvement.

1. Tool Purpose Fit

The tenderer must demonstrate that the proposed diagnostic, tool and/or survey provides insight into one or more of the following:

1. Team performance, team effectiveness and/or team culture;
2. Team strengths, development areas and barriers to effectiveness;
3. Team diagnostic, team development and/or organisational development needs;
4. Team-level insights and actionable recommendations; and
5. Applicability across teams within the organisation.

The proposed diagnostic, tool and/or survey should provide meaningful outputs that can inform team development and/or organisational development interventions.

Evidence required: Refer to Schedule F.16.

- The Tenderer should attach one or more of the following as supporting evidence: Product brochure, technical manual extracts, product specification, sample report, sample diagnostic output, methodology documentation or other publisher documentation clearly demonstrating the above capabilities. Please only attach and highlight relevant pages.

2. Supplier Experience and Capability

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in implementing and supporting the proposed assessment suite. A minimum of three relevant client references must be provided in Schedule F.18, supported by documentation evidencing the following:

1. **Nature of Project:** Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.
2. **Scope of Project:** Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across all employee, team and leadership levels
3. **Internal Use of Assessments:** Evidence that the client's internal practitioners used the assessment tools independently within the organisation.
4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.
5. **Training, Orientation and Ongoing Support:** Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners.

Scoring will be based on the number of evidence points demonstrated across the client references, in accordance with the evaluation table. Each evidence point must be supported by relevant information or documentation relating to previous engagements.

Evidence required: Refer to Schedule F.18.

- The tenderer must provide a minimum of three relevant client references, supported by documentation demonstrating the five evidence points specified in the evaluation criteria. The tenderer should also provide a detailed company profile for more detailed elaboration of services available. Please refer to schedule F.26 for a reference example.

3. Implementation and Support Capability

The tenderer must demonstrate the ability to provide ongoing technical and user support for the proposed platform and diagnostic/tool/survey throughout the contract period.

Evidence must cover:

- Support arrangements available to users of the platform and diagnostic/tool/survey;
- Support contact methods and communication channels through which assistance can be accessed;
- Availability of support resources (e.g. Individuals who can respond to technical and system queries telephonically and/or by email);
- Escalation procedures for resolving technical issues or complex user queries; and
- Response commitments for the provision of technical and user support.

Evidence required: Refer to Schedule F.19.

- The Tenderer should attach one or more of the following as supporting evidence: Support framework, service documentation, support procedures, service-level commitments or equivalent documentation.
- Evaluation will consider the extent and practicality of the support model described.

4. System / Platform Capability

The general specification system/platform requirements specified for Part H must be met.

Subject to the specification requirements being met, additional points will be awarded for evidence of the following value-added system capabilities:

1. Automated Workflows – Automates invitations, reminders, completion notifications and/or other assessment administration processes.
2. Longitudinal Trend Reporting – Enables comparison of results over time to track team development and/or organisational trends.
3. Automated Team Development Recommendations – Automatically translates results into recommendations for team development and/or organisational development.
4. Developmental Nudges/Prompts – Provides ongoing prompts, actions or reminders based on assessment outcomes.
5. Embedded Micro-Learning – Links findings to relevant learning content, resources or development activities.

The above capabilities will be scored based on the number of additional system capabilities objectively evidenced.

Evidence required: Refer to Schedule F.20.

- The Tenderer should attach one or more of the following as supporting evidence: Screenshots, system documentation, user guides, technical specifications, training materials, sample reports or other objective evidence demonstrating the stated functionality.

5. Training Expertise and Credibility

The general specifications around training requirements specified for Part H must be met.
Subject to the specifications regarding training requirements being met, additional points will be awarded for evidence of the following:

1. **Diagnostic/tool/survey feedback and coaching training** – Develops capability to provide appropriate feedback and translate assessment results into development actions.
2. **Development resources/toolkits** – Provides practical tools, guides, templates or resources that support application after training.
3. **Suggested interventions based on results** – Provides guidance or practical recommendations to support the identification and implementation of appropriate interventions based on assessment findings.

The above capabilities will be scored based on the number of additional training requirements objectively evidenced.

Evidence required: Refer to the applicable Schedule for F.21 and F.22.

- The Tenderer should attach one or more of the following as supporting evidence: Training manual extracts, course outlines/agendas, intervention guides, development toolkits, sample resources, client references or other objective evidence demonstrating the stated training capability.
- Records of training delivered; and
- Client references or other verifiable evidence demonstrating training delivery.

Functional Scoring Table: Part H

Note – functionality scoring will only take place if the eligibility requirements have already been met

No.	Criteria	Guidelines for Criteria Application	Points Allocation	Scoring
1	**Tool Purpose Fit**	Measured by the number of assessment requirements evidenced. (1) Measures team performance, team effectiveness and/or team culture. (2) Identifies team strengths, development areas and barriers to effectiveness. (3) Supports team diagnostic, team development and organisational development interventions. (4) Provides team-level insights and actionable recommendations. (5) Applicable across all teams within the organisation.	**25**	All 5 assessment requirements evidenced = **20 points** 4 assessment requirements evidenced = **15 points** 3 assessment requirements evidenced = **10 points** 1 to 2 assessment requirements evidenced = **5 points** 0 assessment requirements evidenced = **0 points**
2	**Supplier Experience and Capability**	Relevant assessment experience will be evaluated based on the evidence provided in Schedule F.18 and supporting documentation (Client References). A minimum of three references should be provided. Evaluation will consider the quality and relevance of the tenderer's demonstrated experience in implementing and supporting the proposed assessment. The	**20**	5 Evidence points provided as part of client references **= 20 points** 4 Evidence points provided as part of client references **= 15 points** 3 Evidence points provided as part of client references **=**

		evidence points should be evidenced as part of previous experience: 1. **Nature of project:** Evidence of the services provided, and purpose of assessment utilisation is in line with tool purpose fit 2. **Scope of Project:** Volume of assessments administered, project duration and overall scale and complexity of the assignment is in line with • Experience is within a large multi-faceted Organisation (500+ employees) • The assessments provided were made use of across all employee, team and leadership levels 3. **Internal Use of Assessments:** Evidence that the client's internal practitioners used the assessment tools independently within the organisation. 4. **Online Platform Access:** Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently. 5. **Training, Orientation and Ongoing Support:** Evidence of training or orientation and ongoing technical, administrative or professional support provided to the client's internal practitioners.		**10 points** 2 Evidence points provided as part of client references **= 7 points** 1 Evidence points provided as part of client references **= 4 points** 0 Evidence points provided as part of client references **= 0 points**
3	**Implementation & Support Capability**	The tenderer should demonstrate the ability to provide ongoing technical and user support for the proposed platform and diagnostic / tool / survey throughout the contract period.	**10**	Evidence of 4-5 support capabilities = **10 points**

		Support capability will be assessed based on evidence of: 1. Support arrangements available to users of the platform and assessment solution; 2. Support contact methods and communication channels through which assistance can be accessed; 3. Availability of support resources to respond to user and technical queries; 4. Escalation procedures for resolving technical issues or complex user queries; and 5. Response commitments for the provision of technical and user support.		Evidence of 2-3 support capabilities = **5 points** Evidence of 0-1 support capabilities = **0 points**
4	**System / Platform Capability**	Measured by the number of additional system capabilities evidenced. 1. Automated Workflows - Automates invitations, reminders, completion notifications and/or other assessment administration processes. 2. Longitudinal Trend Reporting - Enables comparison of assessment results over time to track development or organisational trends. 3. Automated Team Development Recommendations - Automatically translates results into development recommendations. 4. Developmental nudges/prompts - Provides ongoing prompts, actions or reminders based on outcomes. 5. Embedded Micro-Learning - Links findings to relevant learning content, resources or development activities.	**25**	Evidence of 5 additional system capabilities = **25 points** Evidence of 4 additional system capabilities = **20 points** Evidence of 3 additional system capabilities = **15 points** Evidence of 2 additional system capabilities = **10 points** Evidence of 1 additional system capabilities = **5 points** No evidence of any additional system capabilities= **0 points**

5	**Training Expertise & Credibility**	Measured by the number of additional training capabilities evidenced. 1. Diagnostic / tool / survey feedback/coaching training - Develops capability to provide appropriate feedback and translate assessment results into development actions. 2. Development resources/toolkits - Provides practical tools, guides, templates or resources that support application after training. 3. Suggested interventions based on results	**20**	Evidence 3 additional training requirements = **20 points** Evidence of 2 additional training requirements = **15 points** Evidence of 1 additional training requirements = **10 points** No evidence of additional training requirements = **0 points**
			100	

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

Where the entity tendering is a Joint Venture, the tenderer's tender response 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 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples / examples 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 comply 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

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

2.2.5 Reference documents

The tenderer shall 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 document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said 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 the said 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 or other lawful means.

2.2.7 Clarification meeting

The tenderer shall 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 (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall 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 (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

The tenderer shall 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 Conditions of Tender, the tenderers may 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/she/it 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 tender offer to 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 as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to 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 Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The tenderer shall return the entire tender 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 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document 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.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender 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 (i.e., item T.1 above), as well as the tenderer's name and contact address.

2.2.12.5 The tenderer shall 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.

2.2.12.6 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.

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid 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.

2.2.12.10 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

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 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

2.2.14.2 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 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 The tenderer shall warrant 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 in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT 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 by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered “completed”, despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A “non award” is supported as a recommendation to the CCT’s Bod Adjudication Committee (“BAC”) for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its 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, without prejudice to the CCT’s other rights and/or remedies available to it in accordance with any applicable laws.

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

Tenderer shall promptly provide clarification of its 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 Tenderers shall promptly provide, upon 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 The tenderer shall 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 entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to 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

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications 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 Preference Points for Specific Goals
In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

2.2.19.2 Evidence of tax compliance

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

Before making an award the CCT 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 CCT, 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 CCT via CSD or e-Filing. The CCT 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

By responding to the tender herein, 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 Conditions of Tender, the CCT shall 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 duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may 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 CCT 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, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

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

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

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

2.3.4 Two-envelope system

2.3.4.1 Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall 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 Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall 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. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

The CCT shall 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

The CCT shall 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 The CCT may 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 Conditions of Tender.

2.3.19.1.2 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 (Section 7)**:

- 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:

The 80/20 preference point system will apply to this tender

he 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including 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:

$$Ps = 80 \times \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

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

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

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20)
	Reconstruction and Development Programme (RDP) as published in Government Gazette	
1	***Promotion of Micro and Small Enterprises*** *Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)* *SME partnership, sub-contracting, joint venture or consortiums*	8
2	***Enterprise Supplier Development and Socio Economic Development*** *> 15% of total expenditure = 6 points* *> 12% up to 15% of total expenditure = 5 points* *> 9% up to 12% of total expenditure = 4 points* *> 6% up to 9% of total expenditure = 3 points* *> 3% up to 6% of total expenditure = 2 points* *>= 1% up to 3% total expenditure = 1 points* *< 1% of total expenditure = 0 points*	6
3	***Skills Development OR Employee Share Scheme*** ***Skills Development*** *> 5% of total expenditure = 6 points* *> 4% up to 5% of total expenditure = 5 points* *> 3% up to 4% of total expenditure = 4 points* *> 2% up to 3% of total expenditure = 3 points* *> 1% up to 2% of total expenditure = 2 points* *>= 0.5% up to 1% of total expenditure = 1 points*	6

	< 0.5% of total expenditure = 0 points	
	OR Employee Share Scheme	
	> 15% employee ownership = 6 points	
	> 12% up to 15% employee ownership = 5 points	
	> 9% up to 12% employee ownership = 4 points	
	> 6% up to 9% employee ownership = 3 points	
	> 3% up to 6% employee ownership = 2 points	
	>= 1% to 3% employee ownership = 1 points	
	< 1% employee ownership = 0 points	
	Total points	**20**

2.3.10.4 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

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

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT'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 CCT, to perform the contract free of conflicts of interest.

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

2.3.12.4 The CCT reserves the right 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 CCT as a result of (inter alia):

a) reports of poor governance or unethical behaviour, or both;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the CCT;
d) negative media reports, including negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; and
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate an Standby 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 Standby Bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

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

a) Notices issued during the tender period,
b) Inclusion of some of the returnable documents, and
c) Other revisions agreed between the CCT and the successful tenderer.

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 117S/2026/27

TENDER DESCRIPTION: Provision of a Panel of Service Providers for Psychological and Non-Psychological Assessment and Development Solutions in Support of Organisational Effectiveness and Innovation

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

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone :(____) _____ Fax :(____) _____ Cellular Telephone:_____ E-mail address:_____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER NO: 117S/2026/27 – Provision of a Panel of Service Providers for Psychological and Non-Psychological Assessment and Development Solutions in Support of Organisational Effectiveness and Innovation

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF_____ (MONTH AND YEAR)

_____
For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

_____
Witness 1 Signature
Name and Surname:

_____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

TENDER NO: 117S/2026/27 – Provision of a Panel of Service Providers for Psychological and Non-Psychological Assessment and Development Solutions in Support of Organisational Effectiveness and Innovation

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepoints the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations.*

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

_____
For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

_____
Witness 1 Signature
Name and Surname:

_____
Witness 2 Signature
Name and Surname:

TENDER NO: 117S/2026/27 – Provision of a Panel of Service Providers for Psychological and Non-Psychological Assessment and Development Solutions in Support of Organisational Effectiveness and Innovation

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject . . . . . .

Details . . . . . .

. . . . . .

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. . . . . .

2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

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. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

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. . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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 *Tender Returnable Documents*, 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 Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 117S/2026/27 – Provision of a Panel of Service Providers for Psychological and Non-Psychological Assessment and Development Solutions in Support of Organisational Effectiveness and Innovation

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s) . . . . . .
Name(s) . . . . . .
Capacity . . . . . .
Signature and name of witness:

Signature . . . . . Name . . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND

……..…… ,
(Supplier/Mandatary/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 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 (hereafter "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 **Mandatary**

Signed at..... on the.....day of.....20 ....

_____ _____
Witness for and on behalf of
CCT

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Pricing Instructions:

4.9 State all rates and prices in South African Rand (ZAR) unless instructed otherwise in the Conditions of Tender.

4.10 Tendered rates and prices shall exclude Value Added Tax (VAT) but shall include all other duties, taxes, levies and statutory charges applicable 14 days prior to the tender closing date.

4.11 All prices tendered must include all expenses, disbursements and costs required for the execution of the tenderer's obligations in terms of the Contract, including but not limited to travel and transport, accommodation and subsistence, administration costs, licensing fees, platform access fees, report generation costs, training and accreditation materials, technical support and helpdesk services, data hosting and storage costs, and any other operational costs associated with the provision of the services. Tendered rates and prices shall further cover all risks, liabilities, obligations, overheads and profit associated with the delivery of the services. All tendered prices shall be final and binding.

4.12 All prices shall be tendered in accordance with the units of measurement specified in the applicable Pricing Schedule.

4.13 Where a quantity is specified, tenderers must insert both a rate and an extended price where required.

4.14 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.

4.15 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 CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

4.16 Tendered rates and prices shall remain fixed for the duration of the contract and shall not be subject to escalation or adjustment except where expressly provided for in clause 17 of the Conditions of Contract and Special Conditions of Contract.

4.17 This tender consists of eight (8) Parts, namely:

- Part A: Leadership Development Assessment Suite;
- Part B: Cognitive Capability, Thinking Styles and Problem-Solving Assessment;
- Part C: Emotional Intelligence Assessment;
- Part D: Stress and Wellbeing Assessment;
- Part E: Counterproductive Work Behaviour Assessment;
- Part F: Personality Type, Career Development and Team Development Assessments;
- Part G: Individual and Team Behavioural Assessments and Development Methodologies; and
- Part H: Team Performance, Team Culture and Team Effectiveness Assessment.

Tenderers may submit bids for one or more Parts. Tenderers must clearly indicate the Part(s) for which they are submitting a bid and must complete all pricing items for each selected Part. Failure to submit pricing for all items within a selected Part will render the tender submission non-responsive for that Part.

4.18 The City reserves the right to award any Part independently to the highest-ranked responsive tenderer for that Part.

4.19 The City further reserves the right to appoint one alternative service providers per Part based on the ranking achieved during the evaluation process. Appointment as an alternative service provider shall not create any guarantee of work allocation during the contract period.

4.20 In accordance with applicable Cost Containment Regulations, tenderers who achieve the minimum functionality threshold may be required, upon request by the City, to provide a detailed cost breakdown for any service item contained within their tender submission. Detailed cost breakdowns may include

assessment administration costs, platform and licensing costs, report generation costs, training and accreditation costs, facilitation and feedback costs, technical support costs and professional consulting costs. Tenderers shall not include a contingency allowance as a separate cost category within any cost breakdown submitted.

4.21 Where pricing schedules refer to assessments, reports, licences, training, coaching resources, dashboards, developmental tools, team diagnostics or similar outputs, tenderers must clearly indicate which products, reports, methodologies or deliverables correspond to each pricing item.

4.22 The City reserves the right to utilise only selected services, reports, assessments, licences, training interventions or platform functionality and shall not be obliged to procure all items listed within any Pricing Schedule.

4.23 Tenderers must ensure that all prices submitted are consistent with the functionality proposal, assessment methodology, platform capability and service delivery model described elsewhere in the tender submission.

C.4 PRICE SCHEDULE

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

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

4.1 PART A: Leadership Development Assessment Suite Personality, Development Areas, Reasoning Values and Motives Assessments – HPCSA Registered Psychology Professionals

Item No.	Description	Unit	Year 1 (VAT Exclusive)	Year 2 (VAT Exclusive)	Year 3 (VAT Exclusive)
4.1.1	Organisational Psychologist	Per Hour	R	R	R
4.1.2	Psychometrist	Per Hour	R	R	R
4.1.3	Leadership Assessments (Personality, Development Areas, Reasoning Values and Motives Assessment Battery) – Full Battery & Integrated Report with Development Areas	Per Report	R	R	R
4.1.4	Automated Individual Leadership Assessment Report (individual assessment – Personality)	Per Report	R	R	R
4.1.5	Automated Individual Leadership Assessment Report (individual assessment – Development Areas)	Per Report	R	R	R
4.1.6	Automated Individual Leadership Assessment Report (individual assessment – Reasoning)	Per Report	R	R	R
4.1.7	Automated Individual Leadership Assessment Report (individual assessment – Values and Motives)	Per Report	R	R	R
4.1.8	Automated Team / Aggregated Leadership Report (full battery of assessments)	Per Report	R	R	R
4.1.9	Platform Access and Reporting System Licence (if applicable)	Per Annum	R	R	R
4.1.10	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (Remote / Online)	Per Delegate	R	R	R
4.1.11	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (In Person)	Per Delegate	R	R	R

Note: Please quote for remote training and in person training – the bid will be deemed non-responsive if only one form of training is costed

INITIALS OF CCT OFFICIALS		
1	2	3

4.2 PART B: Cognitive Capability, Thinking Styles and Problem-Solving Assessment linked to Stratified Systems Theory (SST) - HPCSA Registered Psychology Professionals

Item No.	Description	Unit	Year 1 (VAT Exclusive)	Year 2 (VAT Exclusive)	Year 3 (VAT Exclusive)
4.2.1	Organisational Psychologist	Per Hour	R	R	R
4.2.2	Psychometrist	Per Hour	R	R	R
4.2.3	Cognitive Capability Assessment Administration	Per Participant	R	R	R
4.2.4	Automated Individual Cognitive Capability Report (including thinking styles, current work environment and potential work environment insights)	Per Report	R	R	R
4.2.5	Individual Development Report (including developmental recommendations and growth opportunities)	Per Report	R	R	R
4.2.6	Team / Aggregated Cognitive Capability Report	Per Report	R	R	R
4.2.7	Platform Access and Reporting System Licence (if applicable)	Per Annum	R	R	R
4.2.8	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (Remote / Online)	Per Delegate	R	R	R
4.2.9	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (In Person – The quoted price should be all inclusive and no extra costs will be accommodated)	Per Delegate	R	R	R

Note: Please quote for remote training and in person training – the bid will be deemed non-responsive if only one form of training is costed

INITIALS OF CCT OFFICIALS		
1	2	3

4.3 PART C: Emotional Intelligence Assessment - HPCSA Registered Psychology Professionals

Item No.	Description	Unit	Year 1 (VAT Exclusive)	Year 2 (VAT Exclusive)	Year 3 (VAT Exclusive)
4.3.1	Organisational Psychologist	Per Hour	R	R	R
4.3.2	Psychometrist	Per Hour	R	R	R
4.3.3	Automated Individual Emotional Intelligence Report	Per Report	R	R	R
4.3.4	Leadership Emotional Intelligence Report	Per Report	R	R	R
4.3.5	Team / Group Emotional Intelligence Report	Per Report	R	R	R
4.3.6	Multi-Rater / 360-Degree Emotional Intelligence Report (where available)	Per Report	R	R	R
4.3.7	Platform Access and Reporting System Licence (if applicable)	Per Annum	R	R	R
4.3.8	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (Remote / Online)	Per Delegate	R	R	R
4.3.9	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (In Person – The quoted price should be all inclusive and no extra costs will be accommodated)	Per Delegate	R	R	R

Note: Please quote for remote training and in person training – the bid will be deemed non-responsive if only one form of training is costed

INITIALS OF CCT OFFICIALS		
1	2	3

4.4 PART D: Psychometric Assessment of Sources of Stress and Wellbeing within the Work Environment- HPCSA Registered Psychology Professionals

Item No.	Description	Unit	Year 1 (VAT Exclusive)	Year 2 (VAT Exclusive)	Year 3 (VAT Exclusive)
4.4.1	Organisational Psychologist	Per Hour	R	R	R
4.4.2	Psychometrist	Per Hour	R	R	R
4.4.3	Automated Individual Stress and Wellbeing Report	Per Report	R	R	R
4.4.4	Team / Group Stress and Wellbeing Report	Per Report	R	R	R
4.4.5	Platform Access and Reporting System Licence (if applicable)	Per Annum	R	R	R
4.4.6	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (Remote / Online)	Per Delegate	R	R	R
4.4.7	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (In Person – The quoted price should be all inclusive and no extra costs will be accommodated)	Per Delegate	R	R	R

Note: Please quote for remote training and in person training – the bid will be deemed non-responsive if only one form of training is costed

INITIALS OF CCT OFFICIALS		
1	2	3

4.5 PART E: Counterproductive Work Behaviour Assessment - HPCSA Registered Psychology Professionals

Item No.	Description	Unit	Year 1 (VAT Exclusive)	Year 2 (VAT Exclusive)	Year 3 (VAT Exclusive)
4.5.1	Organisational Psychologist	Per Hour	R	R	R
4.5.2	Psychometrist	Per Hour	R	R	R
4.5.3	Automated Individual Counterproductive Work Behaviour Report (including developmental recommendations and growth opportunities)	Per Report	R	R	R
4.5.4	Practitioner Report (including detailed interpretive information and risk indicators where applicable)	Per Report	R	R	R
4.5.5	Team / Group Counterproductive Work Behaviour Report	Per Report	R	R	R
4.5.6	Platform Access and Reporting System Licence (if applicable)	Per Annum	R	R	R
4.5.7	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (Remote / Online)	Per Delegate	R	R	R
4.5.8	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (In Person – The quoted price should be all inclusive and no extra costs will be accommodated)	Per Delegate	R	R	R

Note: Please quote for remote training and in person training – the bid will be deemed non-responsive if only one form of training is costed

INITIALS OF CCT OFFICIALS		
1	2	3

4.6 PART F: Personality Type, Career Development and Team Development Assessments - For Registered Psychology Professionals (HPCSA)

Item No.	Description	Unit	Year 1 (VAT Exclusive)	Year 2 (VAT Exclusive)	Year 3 (VAT Exclusive)
4.6.1	Organisational Psychologist	Per Hour	R	R	R
4.6.2	Psychometrist	Per Hour	R	R	R
4.6.3	Automated Individual Personality Type Profile Report (Basic)	Per Report	R	R	R
4.6.4	Automated Individual Personality Type Development Report (Comprehensive)	Per Report	R	R	R
4.6.5	Automated Team Development and Team Dynamics Report	Per Report	R	R	R
4.6.6	Automated Career Development Report	Per Report	R	R	R
4.6.7	Automated Communication and Interpersonal Style Report	Per Report	R	R	R
4.6.8	Automated Decision-Making and Problem-Solving Style Report	Per Report	R	R	R
4.6.9	Automated Leadership and Development Report	Per Report	R	R	R
4.6.10	Automated Conflict Management and Collaboration Style Report	Per Report	R	R	R
4.6.11	Automated Stress Management and Resilience Report	Per Report	R	R	R
4.6.12	Automated Career Interests and Development Preferences Report	Per Report	R	R	R
4.6.13	Platform Access and Reporting System Licence (if applicable)	Per Annum	R	R	R
4.6.14	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (Remote / Online)	Per Delegate	R	R	R
4.6.15	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (In Person – The quoted price should be all inclusive and no extra costs will be accommodated)	Per Delegate	R	R	R

Note: Please quote for remote training and in person training – the bid will be deemed non-responsive if only one form of training is costed

INITIALS OF CCT OFFICIALS		
1	2	3

4.7 PART G: Individual and Team Behavioural Assessments and Development Methodologies for People Practitioners and City of Cape Town Approved Coaches - (Non-HPCSA Assessment Tools)

Item No.	Description	Unit	Year 1 (VAT Exclusive)	Year 2 (VAT Exclusive)	Year 3 (VAT Exclusive)
4.7.1	Organisational Development Consultant	Per Hour	R	R	R
4.7.2	Assessment Practitioner / Facilitator	Per Hour	R	R	R
4.7.3	Behavioural Assessment Administration and Individual Report	Per Participant	R	R	R
4.7.4	Advanced Individual Development Report	Per Report	R	R	R
4.7.5	Team Assessment and Team Report	Per Team	R	R	R
4.7.6	Platform Access and Reporting System Licence (if applicable)	Per Annum	R	R	R
4.7.7	Accreditation / Certification Training for People Practitioners, Coaches and Facilitators (Remote / Online)	Per Delegate	R	R	R
4.7.8	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (In Person – The quoted price should be all inclusive and no extra costs will be accommodated)	Per Delegate	R	R	R

Note: Please quote for remote training and in person training – the bid will be deemed non-responsive if only one form of training is costed

INITIALS OF CCT OFFICIALS		
1	2	3

4.8 PART H: Team Performance, Team Culture and Team Effectiveness Assessment -(Non-HPCSA Assessment Tools)

Item No.	Description	Unit	Year 1 (VAT Exclusive)	Year 2 (VAT Exclusive)	Year 3 (VAT Exclusive)
4.8.1	Organisational Development Consultant	Per Hour	R	R	R
4.8.2	Assessment Practitioner / Facilitator	Per Hour	R	R	R
4.8.3	Team Assessment Administration and Team Diagnostic Report	Per Team	R	R	R
4.8.4	Advanced Team Effectiveness and Development Report (if applicable)	Per Report	R	R	R
4.8.5	Team Feedback and Development Session	Per Team	R	R	R
4.8.6	Platform Access and Reporting System Licence (if applicable)	Per Annum	R	R	R
4.8.7	Accreditation / Certification Training for Practitioners, Facilitators and Organisational Development Professionals (Remote / Online)	Per Delegate	R	R	R
4.8.8	Accreditation / Certification Training for Registered Organisational Psychologists and Psychometrists (In Person – The quoted price should be all inclusive and no extra costs will be accommodated)	Per Delegate	R	R	R

Note: Please quote for remote training and in person training – the bid will be deemed non-responsive if only one form of training is costed

INITIALS OF CCT OFFICIALS		
1	2	3

Pricing Instructions:

4.9.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.

4.9.2 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.

4.9.3 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.

4.9.4 All prices shall be tendered in accordance with the units specified in this schedule.

4.9.5 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.

4.9.6 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 CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

4.9.7 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.

4.9.8 The tender has eight Parts namely A, B, C, D, E, F, G, H, 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 tender (Years 1, 2 and 3).** 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

4.9.9 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 .

4.9.10 The City of Cape reserves the right to award this tender per individual parts to the second highest ranked responsive tenderer (per Part) - The alternative tenderer. The City cannot guarantee work to the alternative tenderer for the duration of the contract.

4.9.11 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.

Important Notes

4.10.1 The pricing submitted must include all costs associated with the provision, administration, reporting, platform access, training, support and use of the proposed assessment solution.

4.10.2 The proposed assessment solution must support both individual and team-level reporting and provide meaningful developmental insights that can be utilised within leadership development, team effectiveness, coaching, talent management and organisational development interventions.

4.10.3 Tenderers must clearly indicate any minimum licence, platform, user or participant commitments associated with the proposed solution.

4.10.4 Accreditation, certification and/or practitioner training must enable City-employed Organisational Psychologists and Psychometrists to independently administer, interpret, utilise and provide feedback on the assessment solution.

4.10.5 Pricing for accreditation or certification training must include all training materials, manuals, platform access and certification costs, where applicable.

4.10.6 Accreditation Training must be delivered in one of the following formats:
- Remote / Online: Training delivered virtually using an appropriate online platform; or
- In-person in Cape Town – The City will not be responsible for the venue costs (to be included in the price per delegate), but the venue must be agreed to by the City. The City of Cape Town has venues available in house, should this be needed.

4.10.7 For in-person training, the City of Cape Town will not be responsible for or obliged to pay any additional costs relating to venue hire, travel, accommodation, meals, parking or other facilitator expenses.

4.10.8 **Service provider to align with national cost containment measures and the Citys Catering and Beverages policy of R72,71 per 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 includes 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.

4.10.9 Tenderers must provide training costs on a per-person basis, with the quoted price being fully inclusive of all costs associated with delivering the training. No additional or incidental costs will be payable by the City of Cape Town.

4.10.10 The City reserves the right to utilise only selected reports or components of the proposed assessment solution and is not obliged to procure all reports, services or optional components offered by the tenderer.

4.10.11 Tenderers must clearly identify any additional value-added reports, dashboards, developmental tools, coaching resources, team development resources or platform functionality and include the costing thereof (if not specified in the price schedule, then in a separate document to share additional value add products) as well as value adds that may come at no additional cost.

4.10.12 All reports, dashboards and platform functionality included in the pricing schedule must be clearly identified and supported by evidence within the tenderer's proposal.

4.10.13 Prices must remain valid for the period stipulated in the bid documentation and must be exclusive of Value Added Tax (VAT).

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

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

OHAS note: 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.]

5.1 Context

The Organisational Effectiveness and Innovation (OE&I) Department provides strategic advisory, organisational development, leadership development, talent management, culture transformation and change management services across the City of Cape Town.

OE&I partners with Directorates and Departments to improve organisational effectiveness, build organisational capability and support the achievement of the City's strategic objectives. This includes enabling behavioural change, strengthening leadership capability, improving team effectiveness, supporting talent management practices and embedding a culture of high performance, innovation, collaboration and service excellence.

The work of OE&I directly supports the City's Integrated Development Plan (IDP) and contributes to the City's vision of being a City of Hope by developing capable leaders, high-performing teams and an engaged workforce capable of responding to future challenges and opportunities.

The City requires access to a range of assessment methodologies, diagnostic tools and development resources that can be utilised within leadership development, team development, coaching, talent management, organisational development and culture transformation interventions.

The majority of assessments procured through this tender will be administered and interpreted internally by appropriately qualified City practitioners. The City therefore requires access not only to assessment tools, but also to the associated platforms, reports, accreditation pathways, training and support required to build internal capability and reduce reliance on external service providers.

5.1.1 Purpose of the Organisational Effectiveness and Innovation Department

The OE&I Department seeks to:

- Give effect to long-term organisational transformation initiatives;
- Drive behavioural change and capability development in support of customer centricity, innovation and service excellence;
- Strengthen organisational culture by embedding the City's values and leadership expectations;
- Develop leadership capability at all levels of the organisation;
- Improve team effectiveness and collaboration across organisational boundaries;
- Strengthen organisational resilience and readiness for future challenges and opportunities;
- Support talent management, succession planning and workforce development initiatives; and
- Position the City as an Employer of Choice through the development of an engaging and high-performing work environment.

5.2 Scope of Work

The purpose of this tender is to establish a panel of service providers with the required expertise, methodologies, platforms and accreditation capabilities to support assessment, development and organisational effectiveness initiatives across the City of Cape Town.

The City requires access to a range of assessment solutions, methodologies and related professional services that support:

- Leadership Development;
- Team Development;
- Talent Management;
- Coaching and Individual Development;
- Organisational Development;
- Culture Transformation;
- Stress Management
- Change Management

The City reserves the right to utilise any combination of the assessment categories included in this tender as determined by organisational priorities and business requirements.

5.2.1 Organisational Culture

The City seeks to embed a culture aligned to its values and strategic objectives. Assessment methodologies and diagnostic tools may be utilised to:

- Measure culture, engagement, team effectiveness and behavioural drivers;
- Identify strengths and barriers to performance;
- Support culture transformation initiatives;
- Inform organisational development interventions; and
- Monitor progress against culture and people-related objectives.

5.2.2 Leadership Development

The City seeks to develop capable, values-based leaders who can successfully lead people, teams and organisational change.

Assessment solutions may be utilised to:

- Build leadership self-awareness;
- Identify leadership strengths and development opportunities;
- Support leadership development programmes;
- Inform executive coaching interventions;
- Support succession planning; and
- Strengthen leadership capability pipelines.

Leadership assessments may be utilised across supervisory, management and senior leadership levels.

5.2.3 Team Development and Team Effectiveness

The City requires teams to work collaboratively across functions, departments and disciplines. Assessment methodologies may be utilised to:

- Improve team effectiveness;
- Enhance communication and collaboration;
- Strengthen trust and cohesion;
- Understand team culture and team dynamics;
- Improve conflict management and decision-making; and
- Support team development and performance improvement interventions.

5.2.4 Talent Management

The City seeks to ensure that it has the right people, with the right skills and potential, in the right roles at the right time. Assessment solutions may be utilised to:

- Inform succession planning processes;
- Assess leadership potential and readiness;
- Inform development planning;
- Strengthen leadership and specialist talent pipelines.

This is done through the leadership development space – talent management as a whole may use other assessments for talent identification and management.

5.2.4 Coaching and Individual Development

Assessment methodologies may be utilised as part of individual coaching, career development and personal development interventions.
The City may utilise assessment outcomes to:

- Build self-awareness;
- Support career development;
- Inform coaching conversations;
- Develop individual development plans; and
- Improve leadership and interpersonal effectiveness.

5.2.5 Change Management

Assessment and diagnostic methodologies may be utilised to support organisational change initiatives.

This may include:

- Team effectiveness diagnostics;
- Leadership readiness assessments;
- Culture assessment

5.2.6 **Definitions -** For the purposes of this tender:

Assessment
A structured methodology, tool, questionnaire, psychometric instrument, diagnostic framework or behavioural methodology designed to provide objective insight into individuals, teams or organisational systems.

Organisational Psychologist
A professional registered with the Health Professions Council of South Africa (HPCSA) within the category of Organisational Psychology and legally authorised to administer, interpret and provide feedback on psychometric assessments in accordance with applicable legislation.

Psychometrist
A professional registered with the HPCSA within the category of Psychometrist and legally authorised to administer and utilise psychometric assessments in accordance with applicable legislation and scope of practice requirements.

HPCSA Assessment
A psychometric assessment that requires administration, interpretation and use by appropriately registered psychology professionals in accordance with applicable legislation and HPCSA requirements.

Non-HPCSA Assessment
A behavioural, developmental, coaching, strengths-based, team development or similar methodology that does not require administration by an HPCSA registered psychology professional.

Accreditation
The formal process through which a practitioner is trained, assessed and authorised by the assessment provider to administer, interpret and utilise a specific assessment or methodology.

Team Diagnostic
A structured assessment or methodology used to evaluate team effectiveness, team culture, team performance, team dynamics or related organisational development constructs.

Developmental Reporting
Reports designed to support individual, team or leadership development through the identification of strengths, development opportunities and practical actions for growth and improvement.

Platform
The online system used to administer assessments, generate reports, manage participants, provide dashboards and support assessment-related activities.

5.2.7 Mandatory Specification Requirements

General specifications are mandatory and failure to comply with or provide evidence for the specifications below will deem the bid non-responsive.

Parts G–H: Scientific Foundation

The proposed assessment tools **must** demonstrate an appropriate scientific foundation to support their intended application. Tenderers **must** provide evidence relating to the following aspects mentioned. Please make use of the below table to tick off and ensure you meet these criteria, should you bid parts G-H. Please remember that these requirements need to be fulfilled in order to move on to functionality scoring.

Minimum Scientific Foundation Specification	Provided Y/N	Evidence Reference Page Number
1. The theoretical foundation underpinning the assessment methodology.		
2. Reliability evidence supporting the consistency of the assessment results.		
3. Validity evidence supporting the intended interpretation and use of assessment results.		
4. Published technical documentation and/or supporting research.		
5. Independent review, benchmarking, recognised industry acceptance, and/or evidence of organisational application in South Africa.		

Failure to provide evidence of the above will deem the bid nonresponsive for parts G-H

Supporting documentation: Refer to Schedule F.25.

Tenderers should provide relevant supporting documentation, which may include technical manual extracts, research findings, client references, case studies, published articles or other appropriate evidence.

Parts A–H: System Capability

The proposed assessment platform must demonstrate the functionality required to support the administration, reporting and management of assessments within the City of Cape Town. The platform's capabilities will be considered against required specifications. Please make use of the table below to tick off and ensure you meet these criteria, should you bid for any part A-H. Please remember that these requirements need to be fulfilled in order to move on to functionality scoring.

Minimum System Capability Specification	Provided Y/N	Evidence Reference Page Number
1. Online administration of assessments.		
2. Automated generation of individual assessment reports.		
3. Automated generation of team and/or aggregated group reports.		
4. Secure internet-based and/or cloud-based access.		
5. An online administrator dashboard with user management functionality.		
6. Multiple cohort and project management functionality.		

NB: Sample Reports attached.		

Supporting documentation: Refer to Schedule F.20.

Tenderers must provide sample assessment reports to demonstrate the platform's reporting capabilities.

Additional supporting documentation should be provided where relevant and may include screenshots, system documentation, product specifications or other materials demonstrating the functionality available.

Parts A–H: Training and Implementation Support

The proposed solution must include appropriate training and implementation support to enable the effective and ethical use of the assessment tools and associated platform.

Training must be available in the following formats:

- Remote/online: Training delivered virtually using an appropriate online platform.
- In-person in Cape Town: Training delivered at a venue agreed upon with the City.

The provider will need to quote for both online and in-person training.

For in-person training, the quoted price must include all costs associated with delivering the training. The City will not be responsible for venue hire, travel, accommodation, meals, parking or other facilitator expenses. No additional or incidental costs will be payable unless expressly agreed to in writing by the City in advance.

Tenderers must provide training costs on a per-person basis, inclusive of all costs associated with the delivery of the proposed training.

Please make use of the table below to tick off and ensure you meet these criteria, should you bid for any part A-H. Please remember that these requirements need to be fulfilled in order to move on to functionality scoring.

Minimum Training Specification	Provided Y/N	Evidence Reference Page Number
1. Administrator training covering the management and administration of the platform.		
2. Assessment practitioner/user training covering the appropriate use of the assessment tools.		
3. Training materials and learning resources.		
4. Report interpretation and application of assessment results.		
5. Ethical, professional and appropriate use of assessments and assessment information.		
6. Initial implementation and onboarding support.		

Supporting documentation: Refer to Schedule F.21.

Tenderers should provide relevant supporting documentation to describe and substantiate their training and implementation offering. This may include training manual extracts, course outlines or agendas, accreditation records, attendance registers, or other relevant documentation.

SPECIFICATIONS

The below specifications represent elements that will be scored in functionality requirements

Part A – Leadership Development Assessment Battery – Online Assessment Suite

The City of Cape Town requires access to an online leadership assessment battery suite that provides objective measures of personality, reasoning ability, development areas and/or leadership risks, values and motives. The assessment suite will primarily be utilised by City-employed Organisational Psychologists and Psychometrists who have been trained and accredited in its use.

The proposed assessment suite should:

1. Measure personality, reasoning ability, development areas and/or leadership risks, values and motives;
2. Generate meaningful, actionable developmental insights that support leadership development and decision-making;
3. Be suitable for use across Supervisory / Team, Heads / Middle Management, and Senior / Executive Leadership levels;
4. Be scientifically valid and reliable, and, where applicable, supported by South African norms;
5. Be administered through a secure online/cloud-based platform;
6. Support multi-assessment reporting (i.e. all assessments in one report)
7. Support individual and team/aggregated group reporting;
8. Provide automated reporting functionality;
9. Provide an online administrator dashboard and user management functionality;
10. Support multiple cohort project management; and
11. Support the effective application of assessment results for leadership development.

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in providing and supporting an online leadership assessment suite within large, multi-faceted organisations (500 or more employees). A minimum of three relevant client references must be provided in Schedule F.18, demonstrating the nature and scope of the assessment services delivered, the scale and complexity of the engagement, and the application of assessments across the three defined leadership levels.

The references must further demonstrate experience in enabling internal practitioners to utilise the assessment suite independently, including access to an online platform, appropriate training and orientation, and ongoing technical and user support.

The proposed solution should provide reporting and functionality that enable practitioners to effectively interpret and apply assessment results at individual and team/aggregated group level.

The proposed platform should also provide additional functionality that enhances assessment administration and developmental application, including:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The successful tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and assessment solution throughout the contract period.

The successful tenderer must provide training that enables City-employed Organisational Psychologists and Psychometrists to effectively administer, interpret and utilise the assessment suite. Training should include administrator training, practitioner/user training, training materials, report interpretation, ethical and appropriate use, and initial implementation/onboarding support.

Additional training capability may include assessment feedback/coaching training, development resources/toolkits, competency assessment/accreditation, CPD and relevant training delivery experience.

Part B – Cognitive Capability, Thinking Styles and Problem-Solving Assessment Linked to Stratified Systems Theory (SST) - (HPCSA Registered Psychology Professionals)

The City of Cape Town requires access to an online cognitive capability assessment that provides objective measures of current and potential cognitive capability, thinking styles and problem-solving capability, and which is linked to Stratified Systems Theory (SST).

The proposed assessment must:

1. Measure current and potential cognitive capability;
2. Provide insight into thinking styles and problem-solving approaches;
3. Be linked to or grounded in Stratified Systems Theory (SST);
4. Be suitable for use across Heads / Middle Management and Senior / Executive Leadership levels;
5. Generate meaningful and actionable developmental insights that support leadership development and decision-making;
6. Be scientifically valid and reliable and, where applicable, supported by South African norms;
7. Be administered through a secure online/cloud-based platform;
8. Support individual reporting;
9. Support team/aggregated group reporting;
10. Provide reporting that enables the interpretation and application of cognitive capability, thinking style and problem-solving results for leadership development; and
11. Support the effective application of assessment results for leadership development.

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in providing and supporting the tool within multi-faceted organisations (500 or more employees). A minimum of three relevant client references must be provided in Schedule F.18, demonstrating the nature and scope of the assessment services delivered, the scale and complexity of the engagement, and the application of assessments across both defined leadership levels.

The proposed solution should provide reporting and functionality that enable practitioners to effectively interpret and apply assessment results at individual and team/aggregated group level.

The proposed platform should also provide additional functionality that enhances assessment administration and developmental application, including:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The successful tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and assessment solution throughout the contract period.

The successful tenderer must provide accreditation and/or certification training that enables City-employed Organisational Psychologists and Psychometrists to independently administer, interpret and utilise the assessment. Training should include practitioner/user training, training materials/resources, report interpretation, ethical and appropriate use, and initial implementation/onboarding support.

Additional training capability may include assessment feedback/coaching training, development resources/toolkits, competency assessment/accreditation, CPD/continuing professional development, and relevant accreditation or training delivery experience.

Part C – Emotional Intelligence Assessment - (HPCSA Registered Psychology Professionals)

The City requires access to an online emotional intelligence assessment that measures emotional and social competencies relevant to workplace effectiveness, leadership effectiveness and personal development.

The proposed assessment must:

1. Measure emotional intelligence and related emotional and social competencies;
2. Identify emotional and social strengths and development opportunities;
3. Be suitable for use across all leadership levels;

4. Be scientifically valid and reliable and, where applicable, supported by South African norms;
5. Be available through an online assessment platform;
6. Support individual, team and multi-rater reporting where available

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in providing and supporting the tool within multi-faceted organisations (500 or more employees). A minimum of three relevant client references must be provided in Schedule F.18, demonstrating the nature and scope of the assessment services delivered, the scale and complexity of the engagement, and the application of assessments across all three defined leadership levels.

The proposed solution should provide individual, leadership, team and multi-rater reporting capabilities that enable meaningful interpretation and developmental application of assessment results.

The proposed platform should also provide additional functionality that enhances assessment administration and developmental application, including:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The successful tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and assessment solution throughout the contract period.

The successful tenderer must provide accreditation and/or certification training that enables City-employed Organisational Psychologists and Psychometrists to independently administer, interpret and utilise the assessment. Training should include practitioner/user training, training materials/resources, report interpretation, ethical and appropriate use, and initial implementation/onboarding support.

Additional training capability may include assessment feedback/coaching training, development resources/toolkits, competency assessment/accreditation, CPD/continuing professional development, and relevant accreditation or training delivery experience.

Part D – Assessment of Sources of Stress and Wellbeing within the Work Environment - (HPCSA Registered Psychology Professionals)

The City requires access to an online assessment that measures workplace stress, sources of stress and wellbeing indicators within the work environment.

The proposed assessment must:

1. Measure workplace stress and sources of stress;
2. Provide insight into wellbeing indicators and workplace risk factors;
3. Be suitable for use across all employee, team and leadership levels Be scientifically valid and reliable and, where applicable, supported by South African norms;
4. Be available through an online assessment platform;
5. Support individual and team-level reporting; and
6. Support employee wellbeing, organisational development and workplace health interventions.

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in providing and supporting the tool within multi-faceted organisations (500 or more employees). A minimum of three relevant client references must be provided in Schedule F.18, demonstrating the nature and scope of the assessment services delivered, the scale and complexity of the engagement, and the application of assessments across employee, team and leadership levels.

The proposed solution should provide individual and team-level reporting capabilities that enable meaningful interpretation and intervention planning.

The proposed platform should also provide additional functionality that enhances assessment administration and developmental application, including:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The successful tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and assessment solution throughout the contract period.

The successful tenderer must provide accreditation and/or certification training that enables City-employed Organisational Psychologists and Psychometrists to independently administer, interpret and utilise the assessment. Training should include practitioner/user training, training materials/resources, report interpretation, ethical and appropriate use, and initial implementation/onboarding support.

Additional training capability may include assessment feedback/coaching training, development resources/toolkits, competency assessment/accreditation, CPD/continuing professional development, and relevant accreditation or training delivery experience.

Part E – Counterproductive Work Behaviour Assessment - (HPCSA Registered Psychology Professionals)

The City requires access to an online assessment that measures counterproductive work behaviour and related workplace behavioural risk factors.

The proposed assessment must:

1. Measure counterproductive workplace behaviour and behavioural risk indicators;
2. Provide insight into workplace conduct risks and related behavioural tendencies;
3. Be suitable for use across all employee and leadership levels;
4. Be scientifically valid and reliable and, where applicable, supported by South African norms;
5. Be administered through a secure online/cloud-based platform;
6. Support individual reporting and practitioner reporting and, where available, team-level reporting
7. Support leadership development, risk management and organisational development interventions.
8. Generate meaningful and actionable developmental insights that support development

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in providing and supporting the tool within multi-faceted organisations (500 or more employees). A minimum of three relevant client references must be provided in Schedule F.18, demonstrating the nature and scope of the assessment services delivered, the scale and complexity of the engagement, and the application of assessments across employee, team and leadership levels.

The proposed solution should provide individual and practitioner reporting capabilities that enable meaningful interpretation and developmental application of assessment results and apply assessment results at individual and team/aggregated group level.

The proposed platform should also provide additional functionality that enhances assessment administration and developmental application, including:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The successful tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and assessment solution throughout the contract period.
The successful tenderer must provide accreditation and/or certification training that enables City-employed Organisational Psychologists and Psychometrists to independently administer, interpret and utilise the assessment. Training should include practitioner/user training, training materials/resources, report interpretation, ethical and appropriate use, and initial implementation/onboarding support.

Additional training capability may include assessment feedback/coaching training, development resources/toolkits, competency assessment/accreditation, CPD/continuing professional development, and

relevant accreditation or training delivery experience.

Part F – Personality Type, Career Development and Team Development Assessments - (HPCSA Registered Psychology Professionals)

The City requires access to online personality type, career development and team development assessments for use by City-employed Organisational Psychologists and Psychometrists.

The proposed methodology must:

1. Provide insight into personality type preferences, behavioural preferences and individual differences;
2. Support career development, leadership development and team development applications;
3. Be suitable for use across all employee, team and leadership levels;
4. Be scientifically valid and reliable and, where applicable, supported by South African norms;
5. Be available through an online/cloud-based assessment platform;
6. Generate meaningful and actionable developmental insights that support development
7. Support individual and team-level reporting; and
8. Support coaching, team effectiveness and organisational development interventions.

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in providing and supporting the tool within multi-faceted organisations (500 or more employees). A minimum of three relevant client references must be provided in Schedule F.18, demonstrating the nature and scope of the assessment services delivered, the scale and complexity of the engagement, and the application of assessments across employee, team and leadership levels.

The proposed solution should provide reporting and developmental insights relating to personality type preferences, communication, decision-making, conflict management, leadership development, stress, change, team dynamics, career development and related applications where available within the methodology.

The proposed platform shoud also provide additional functionality that enhances assessment administration and developmental application, including:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The successful tenderer must demonstrate the ability to provide ongoing technical and user support for the assessment platform and assessment solution throughout the contract period.

The successful tenderer must provide accreditation and/or certification training that enables City-employed Organisational Psychologists and Psychometrists to independently administer, interpret and utilise the assessment. Training should include practitioner/user training, training materials/resources, report interpretation, ethical and appropriate use, and initial implementation/onboarding support.

Additional training capability may include assessment feedback/coaching training, development resources/toolkits, competency assessment/accreditation, CPD/continuing professional development, and relevant accreditation or training delivery experience.

Part G – Individual and Team Behavioural Assessments and Development Methodologies - For People Practitioners and City of Cape Town Approved Coaches - (Non-HPCSA Assessment Tools)

The City of Cape Town requires access to behavioural assessment methodologies and development tools that support individual development, leadership development, team effectiveness, coaching, communication and collaboration.

These methodologies do not constitute psychological assessments requiring administration by HPCSA-registered psychology professionals and may therefore be utilised by Organisational Development practitioners, Human Resource practitioners, coaches and leaders.

Examples may include behavioural preference methodologies, personality type methodologies, strengths-based assessments, communication tools, conflict management methodologies, team development frameworks and similar organisational development methodologies.

The proposed tool must:

1. Provide insight into one or more of the following:
    a. Behavioural preferences;
    b. Communication style;
    c. Strengths;
    d. Team dynamics; and
    e. Development preferences;
2. Support individual development, team development, leadership development and/or coaching;
3. Provide both individual and team-level insights;
4. Be suitable for use across all employee, team and leadership levels Produce practical developmental outputs and action-planning recommendations.

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in providing and supporting the tool within multi-faceted organisations (500 or more employees). A minimum of three relevant client references must be provided in Schedule F.18, demonstrating the nature and scope of the assessment services delivered, the scale and complexity of the engagement, and the application of assessments across employee, team and leadership levels.

The proposed solution should provide reporting and functionality that enable practitioners, people practitioners, coaches and leaders to effectively interpret and apply assessment or methodology results at both individual and team level.

The proposed platform must meet the minimum system/platform requirements specified for Part G.
Subject to the minimum system requirements being met, the proposed platform should also provide additional functionality that enhances assessment administration and developmental application, including:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The successful tenderer must demonstrate the ability to provide ongoing technical and user support for the proposed platform and tool throughout the contract period.

The successful tenderer must provide training that enables relevant City users to effectively administer, apply, interpret and utilise the proposed tool or methodology. Training should support the appropriate use of the tool and the translation of outputs into meaningful developmental actions.

Additional training capability may include:

1. Tool feedback/coaching training;
2. Development resources/toolkits; and
3. Relevant accreditation and/or training delivery experience, including at least six accreditation and/or training sessions delivered during 2023–present.

Part H – Assessment of Team Performance, Team Culture and Team Effectiveness - (Non-HPCSA Assessment Tools)

The City of Cape Town requires access to an assessment and/or diagnostic methodology that measures team performance, team culture and team effectiveness. The assessment and/or diagnostic methodology will be utilised as part of organisational development interventions to diagnose current team functioning, identify development opportunities and support targeted team effectiveness interventions.

The proposed assessment and/or diagnostic methodology must:

1. Measure team performance, team effectiveness and/or team culture;
2. Identify team strengths, development areas and barriers to team effectiveness;
3. Support team diagnostic, team development and/or organisational development interventions;
4. Provide meaningful team-level insights and actionable recommendations;
5. Be applicable across teams within the organisation; and
6. Produce practical outputs that can inform team development, culture enhancement, performance improvement and/or organisational development interventions.

The tenderer must demonstrate relevant experience, gained during the period 2021 to present, in providing and supporting the tool within multi-faceted organisations (500 or more employees). A minimum of three relevant client references must be provided in Schedule F.18, demonstrating the nature and scope of the assessment services delivered, the scale and complexity of the engagement, and the application of assessments across employee, team and leadership levels.

The proposed solution should provide meaningful reporting and diagnostic outputs that enable practitioners to interpret team-level findings and translate these into targeted team development and/or organisational development interventions.

The proposed platform must meet the minimum system/platform requirements specified for Part H.

Subject to the minimum system requirements being met, the proposed platform should also provide additional functionality that enhances assessment administration, diagnostic application and ongoing team development, including:

1. Automated workflows;
2. Longitudinal trend reporting;
3. Automated team development recommendations;
4. Developmental nudges/prompts; and
5. Embedded micro-learning.

The successful tenderer must demonstrate the ability to provide ongoing technical and user support for the proposed platform and diagnostic/tool/survey throughout the contract period.

The successful tenderer must provide training that enables relevant City users to effectively administer, interpret and utilise the proposed diagnostic, tool and/or survey and translate findings into appropriate development actions and interventions.

Additional training capability may include:

1. Diagnostic/tool/survey feedback and coaching training;
2. Development resources/toolkits; and
3. Suggested interventions based on assessment or diagnostic results.

Other Requirements

The City will determine the scope of services, assessments, reports, training and interventions required for each project or intervention during the contract period.

Tenderers must clearly identify which reports, dashboards, assessments, developmental tools, team diagnostics, coaching resources and other deliverables available within their methodology correspond to the City's requirements.

All assessment methodologies proposed must be supported by evidence of reliability, validity and suitability for workplace application. Where applicable, South African norms should be available.

All platform functionality, reporting capability and developmental resources claimed by the tenderer must be supported by evidence submitted as part of the tender response.

The City reserves the right to utilise only selected assessments, reports, training interventions, licences or platform functionality and shall not be obliged to procure all services available within the tenderer's offering.

Any value-added reports, dashboards, digital resources, coaching resources, developmental tools or platform functionality included at no additional cost must be clearly identified in the tender submission.
Any practitioner accreditation, certification or training offered must include all required manuals, learning materials, platform access and certification costs where applicable.

[5.3] TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers 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”.

[5.4] 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 or its agent, upon request.

[5.5] FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **[R 0]** 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.

C.6 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 agreement.

1. Definitions

Insert new clause 1.1A with the following:

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

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 agreement. 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 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

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

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the 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/or Services 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 as amended from time to time. If the Purchaser adopoints 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 the 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 termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

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 Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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, and
d) Other requirements as detailed in the Contract.

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services 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 and/or Servces 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 and/or Services 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 due 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 Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

3.6.3 Take possession of the Goods and /or Services 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.

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

3.6.7 Inspect the Goods and/or Services 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 the 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 agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, 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 agreement within two (2) years of Delivery of the Goods, 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 agreement, 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 Purchaser.

5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, 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 Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

5.8.3.2 not modify, add to, change or alter the Purchaser'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 Purchaser;

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 Purchaser;

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

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser 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 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

5.9.7 that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

5.10.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

8.2 If it is a bid condition that Goods and/or Services 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 tenderer or Supplier 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 Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services 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 and/or Services 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 such written 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:

11.2.1 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 **[R10 million]** for any single claim;

11.2.2 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;

11.2.3 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 Supplier’s broker or the insurance company itself (see the Pro Forma Insurance Broker’s Warranty).

[11.2.4 In the case of Contracts for delivery of professional services, 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.]

11.2.5 In the event of under insurance or the insurer’s repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.

11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been affected 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 Pro forma Insurance Broker’s Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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 Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser’s Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items

be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
N/A	

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **[N/A]** of the value of any one item being claimed.

16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third-party manufacturer/supplier, together with the advance payment guarantee.

16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

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 Purchaser delegated authority 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 Prices are firm and not subject to adjustment

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 and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are 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, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to 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 Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive 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 obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) 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 this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be **[5% of the relevant purchase order]**

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for 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 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

a) reports of poor governance and/or unethical behaviour;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the Purchaser
d) negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; or
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

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 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 (a) and (b) and replace with the following:

(a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

(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 day delivery of delivery or the next Working Day,
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 Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender.

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT 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 including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the tenderer 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 that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as 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 tenderer 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.

1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
b) A cashier's or certified cheque.

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 tenderer.

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 tenderer 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 tenderer 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 tenderer. 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 tenderer(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a tenderer(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 tenderer(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 tenderer(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 tenderer(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

***TENDER NO.**: 2023/24*

TENDER DESCRIPTION:

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 CCT 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)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
2 Incomplete / incorrect / illegible forms will not be accepted.
3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA
6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.
9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.
10 Was the beneficiary sourced from the City's job seeker database?
11 The contract end date as stated in the beneficiary's employment contract.
12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R													

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	Sheet		
				1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	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			

Annexure C - Pro Forma Performance Security/ Guarantee

NOT APPLICABLE

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Approved Financial Institution as at 13 August 2025:

1.1 National Banks
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 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
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

NOT APPLICABLE

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

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

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

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _____
   Financial Institution: _____
   Branch Code: _____
   Account No.: _____

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner		Signature……... Name…… Designation……...
		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 F.3: 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	

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)
By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

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

YES		NO	

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

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

YES		NO	

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	

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 CCT of any other remedies available to it.

_____ _____

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

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where

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

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific Goals (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
Promotion of Micro and Small Enterprises	4	8		
Enterprise Supplier Development and Socio-Economic Development	3	6		
Skills Development OR Employee Share Scheme	3	6		

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20)
1	***Promotion of Micro and Small Enterprises*** *Micro and Small enterprises as per National Small Enterprise Act, 1996 (Act No.102 of 1996)* *SME partnership, sub-contracting, joint venture or consortiums*	8
2	***Enterprise Supplier Development and Socio Economic Development*** *> 15% of total expenditure = 6 points* *> 12% up to 15% of total expenditure = 5 points* *> 9% up to 12% of total expenditure = 4 points* *> 6% up to 9% of total expenditure = 3 points* *> 3% up to 6% of total expenditure = 2 points* *>= 1% up to 3% total expenditure = 1 points* *< 1% of total expenditure = 0 points*	6
3 3.1 3.2	***Skills Development OR Employee Share Scheme*** ***Skills Development*** *> 5% of total expenditure = 6 points* *> 4% up to 5% of total expenditure = 5 points* *> 3% up to 4% of total expenditure = 4 points* *> 2% up to 3% of total expenditure = 3 points* *> 1% up to 2% of total expenditure = 2 points* *>= 0.5% up to 1% of total expenditure = 1 points* *< 0.5% of total expenditure = 0 points* ***OR Employee Share Scheme*** *> 15% employee ownership = 6 points* *> 12% up to 15% employee ownership = 5 points* *> 9% up to 12% employee ownership = 4 points* *> 6% up to 9% employee ownership = 3 points* *> 3% up to 6% employee ownership = 2 points* *>= 1% to 3% employee ownership = 1 points* *< 1% employee ownership = 0 points*	6
	Total points	**20**

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…….

5.4 Company registration number: ……...

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
   (a) disqualify the person from the tendering process;
   (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
   (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
   (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
   (e) forward the matter for criminal prosecution, if deemed necessary.

Signature of Tenderer	*Date*	*Name and Surname*	*Address*

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.
NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to "Notes for verification"	**Amount Declared (excluding VAT)**
SG1 Promotion of Micro and Small Enterprises	(i) Total Turnover	
SG2 Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
SG3.1 Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total expenditure	
OR **SG3.2** Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:
I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *'The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended. .*

Signature of Tenderer (Authorised to represent the tenderer)	**Date**	**Name and Surname**	**Address**

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
  Promotion of Micro and Small Enterprises
  (i) Total Turnover
  Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
  Enterprise Supplier Development and Socio-Economic Development
  (ii) Total Enterprise Supplier Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 400 “THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

  (iii) Total Enterprise Socio Economic Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 500 “THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

  (iv) Total Expenditure
  Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
  Skills Development
  (v) Total Skills Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 300 “THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

  (vi) Total expenditure
  Total expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
  Employee Share Scheme
  (vii) Employee Share Scheme Ownership %
  Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
(Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	**Date**	**Name and Surname**	**Address**

Note 1

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
  - (ii) Total Enterprise Supplier Development Expenditure;
  - (iii) Total Socio Economic Development Expenditure;
  - (v) Total Skills Development Expenditure

- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
  - (ii) Total Enterprise Supplier Development Expenditure;
  - (iii) Total Socio Economic Development Expenditure;
  - (v) Total Skills Development Expenditure

Note 2

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:

(i) Total Turnover
(iv) Total Expenditure
(vi) Total expenditure

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

Note 3

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname *(Authorised to represent the tenderer)*	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.
3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	
(vi) Total expenditure	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only **KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS** **Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:** (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable option).** (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).** (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option).**

	(f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
   1.1 persons in the service of the state[1], 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 (CCT) during the previous twelve (12) months, or
   1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
      1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
   1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
      1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
      1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
      1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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[2]): _____

   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 CCT 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 CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT'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 CCT of any other remedies available to it.

_____ _____

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

[1]MSCM Regulations: "in the service of the state" means to be –

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

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) an executive member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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 CCT, please contact the following:

The CCT'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 CCT of any other remedies available to it.

_____ _____

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

Date

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

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
b) been convicted for fraud or corruption during the past five years;
c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	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 CCT of any other remedies available to it.

_____ _____

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

Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

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;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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 CCT of any other remedies available to it.

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **117S/2026/27** and tender description: **Provision of a Panel of Service Providers for Psychological and Non-Psychological Assessment and Development Solutions in Support of Organisational Effectiveness and Innovation** in response to the tender invitation made by THE CCT, 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[1] 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/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_____ _____

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

([1] Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

_____ _____

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

Date

Schedule F.11: 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

Schedule F.12: Record of Addenda to Tender Documents – Tender 117S/2026/27

We confirm that the following communications received from the CCT 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.		

_____ _____

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

Date

Schedule F.13: Information to Be Provided with the Tender 117S/2026/27

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): Please complete the relevant schedules per part you are responding to.

Should you respond to one part, please only complete the schedules once. Should you respond to multiple parts, please ensure that the schedules are attached to each part that you are bidding for.

Each Part Submitted should thus have:

- **Clearly labelled & pages numbered**
- **Cover page indicating the part being bid for with Table of contents highlighting evidence**
- **Schedules followed by necessary evidence**
- **Please refer to the functionality explanation for additional evidence examples**

Eligibility Requirements

Nr	Item	Submission	Confirmed - Please √
	PARTS A-F		
1	**Practitioners are registered with the HPCSA in the category of Psychologist or Psychometrist**	**Completed Schedule F.15** 3 x Valid HPCSA Cards of registered practitioners	☐
2	**Proof that the assessment complies with the Employment Equity Act and Health Professions Act** **Technical and Psychometric Evidence:** Provide a summary table for each proposed tool covering: • Target population • Administration method • Average completion time • Reliability evidence • Validity evidence • Normative group • Professional-use requirements	**Completed Schedule F.23** Technical Manual Extracts You may attach HPCSA classification should you have this – but this is not mandatory.	☐
	PARTS H-G		
3	**Proof that the assessment has a scientific foundation** • Theoretical foundation of the methodology • Reliability evidence • Validity evidence • Published technical documentation or supporting research. • Independent review, benchmarking, recognised industry acceptance or evidence of widespread organisational application in South Africa	**Completed Schedule F.25**	☐
	PARTS A-H (ALL PARTS)		
4	**Data Protection Declaration**	**Completed Schedule 24**	☐

PART A – Leadership Assessments – a Suite of Assessments assessing Personality, Development Areas Motives and Values and Reasoning – HPCSA Registered Psychology Professionals

Nr	Item and exact information to be provided	Submission	Confirmed – Please √
1	**Tool Purpose Fit** Complete a table listing each proposed assessment tool and indicate whether it assesses: a) personality traits b) development areas c) values and motives d) reasoning ability.	**Schedule 16** And brochure Snippets to be attached	☐
2	**Actionable Developmental Insights** Provide **one anonymised extract from an individual report** showing how assessment results are translated into development areas, behavioural recommendations or practical development actions.	**Report Extract** - Clearly Labelled	☐
3	**Applicability Across Leadership Levels** Complete a table showing how the proposed assessment battery applies at: **a) Supervisory / Team level** **b) Heads and Management** **c) Senior Leadership level**. For each level, indicate the tools used, purpose and one previous client application.	**Schedule 17**	☐
4	**Relevant Assessment Experience:** Provide **three project examples** undertaken from **2021 to present**. Examples must involve a large, multifaceted organisation with **500 or more employees**. Please attach a client reference for each experience listed.	**Schedule 18** and contactable details of clients in e-mail address	☐
5	**Practitioner Accreditation:** Provide the names of the **three practitioners** proposed for the contract – Mandatory that they are registered with the HPCSA. Please confirm accreditation in the relevant assessments.	**Schedule 15** and attached proof of certification and accreditation for practitioners.	☐
6	**Implementation and Support Capability:** Complete a compliance table indicating **Yes or No** for the ability to: a) provide technical and user support. For each “Yes”, provide a brief description of the service and identify one supporting document or example.	**Schedule 19** And attached a maximum of 2 pages of evidence (screenshots, manuals, references; opening times; modes of contact).	☐
7	**Platform Capability**	**Schedule 20**	☐

	Complete a compliance table indicating **Available, Partially Available or Not Available** against each of the 11 platform capabilities. For every capability marked "Available" or "Partially Available", provide a brief explanation and a screenshot or sample output reference.	And attached screenshots / demonstration of capability	
8	**Individual, Team and Integrated Reports** Submit one anonymised sample or extract of each report type offered: a) individual report for the four assessments b) team or aggregated report for the four assessments and integrated c) integrated assessment report.	**Sample Reports –** - Clearly Labelled and anonymised.	☐
9	**Automated Development Support:** Provide screenshots and samples demonstrating the automated developmental nudges, prompts, recommendations, microlearning or report-based development tips generated by the system. State whether these are automated or require practitioner input.	**Schedule 20** Screenshots or demonstration document – clearly labelled	☐
10	**Training Programme Content:** Complete a table indicating whether the training covers each of the following: • Assessment theory and methodology; • Assessment manuals and supporting materials; • Assessment administration; • Assessment interpretation; • Feedback delivery; • Use of individual reports; • Use of team reports; • Reliability and validity; Ethical considerations; • Platform navigation, reporting and dashboard functionality; Include the delivery method of the training.	**Schedule 21** Include extract from brochures etc. maximum 2 pages of evidence	☐
11	**Previous Training Delivery:** Provide details of at least **six accreditation or training sessions delivered from 2023 to present**. For each session, state: client, date, assessment tool, training type, number of participants and facilitator. Attach one item of proof per session, such as a completion letter, purchase order, attendance register or client reference.	**Schedule 22**	☐

PART B – Cognitive Capability & Thinking Styles Assessment linked to Stratified Systems Theory (SST) – HPCSA Registered Psychology Professionals

Nr	Item and exact information to be provided	Submission	Confirmed – Please √
1	**Tool Purpose Fit** Complete a table listing the proposed assessment • Assesses Cognitive Complexity, Strategic Thinking and/or Problem-Solving capability;	**Schedule 16** relevant brochure/technical documentation	☐
2	**Applicability Across Leadership Levels** Complete a table demonstrating how the proposed assessment applies to Heads / Middle Management and Senior Leadership, including the purpose/application at each level.	**Schedule 17**	☐
3	**Relevant Assessment Experience**: Provide three project examples undertaken from 2021 to present. Examples must involve a large, multifaceted organisation with 500 or more employees. Please attach a client reference for each experience listed.	**Schedule 18** Written Client References	☐
4	**Practitioner Accreditation:** Provide the names of the **three practitioners** proposed for the contract – Mandatory that they are registered with the HPCSA. Please confirm accreditation in the relevant assessments.	**Schedule 15** and attached proof of certification for practitioners.	☐
5	**Implementation and Support Capability** Confirm the ability to train internal practitioners in administration, interpretation and feedback, platform/reporting use, provide accreditation/certification support, and provide technical/user support.	**Schedule 19** Implementation and Support + supporting evidence	☐
6	**Platform Capability** Complete the platform capability requirements, including online administration, individual and team/aggregated reporting, automated reporting, secure internet/cloud based access and administrator/user management functionality.	**Schedule 20** Platform Capability + relevant screenshots/sample outputs	☐
7	**Training Programme Content** Confirm that training covers assessment theory/methodology, administration, interpretation, feedback, reports, reliability/validity, ethics and platform functionality.	**Schedule 21** Training Programme Content + supporting training evidence	☐
8	**Previous Training Delivery** Provide details of at least six accreditation/training sessions delivered from 2023 to present, including client, date, assessment tool, training type, participants and facilitator.	**Schedule 22** Previous Training Delivery + supporting proof	☐
9	**Individual and Group Reports:** Submit one anonymised sample or extract of each report type offered:	**Sample Reports –** Clearly Labelled and anonymised.	☐

PART C - Emotional Intelligence Assessment

Nr	Item and exact information to be provided	Submission	Confirmed – Please √
1	**Tool Purpose Fit** Complete a table listing the proposed assessment • Measures emotional intelligence for professional and leadership development purposes; • Assesses emotional intelligence, emotional health and psychological well-being; • Identifies emotional and social strengths, weaknesses and development areas;	**Schedule 16** relevant brochure/technical documentation	☐
2	**Applicability Across Leadership Levels** Complete a table demonstrating how the proposed assessment applies to Heads / Middle Management and Senior Leadership, including the purpose/application at each level.	**Schedule 17**	☐
3	**Relevant Assessment Experience**: Provide three project examples undertaken from 2021 to present. Examples must involve a large, multifaceted organisation with 500 or more employees. Please attach a client reference for each experience listed.	**Schedule 18** Written Client References	☐
4	**Practitioner Accreditation:** Provide the names of the **three practitioners** proposed for the contract – Mandatory that they are registered with the HPCSA. Please confirm accreditation in the relevant assessments.	**Schedule 15** and attached proof of certification for practitioners.	☐
5	**Implementation and Support Capability** Confirm the ability to train internal practitioners in administration, interpretation and feedback, platform/reporting use, provide accreditation/certification support, and provide technical/user support.	**Schedule 19** Implementation and Support + supporting evidence	☐
6	**Platform Capability** Complete the platform capability requirements, including online administration, individual and team/aggregated reporting, automated reporting, secure access and administrator/user management functionality.	**Schedule 20** Platform Capability + relevant screenshots/sample outputs	☐
7	**Training Programme Content** Confirm that training covers assessment theory/methodology, administration, interpretation, feedback, reports, reliability/validity, ethics and platform functionality.	**Schedule 21** Training Programme Content + supporting training evidence	☐
8	**Previous Training Delivery** Provide details of at least six accreditation/training sessions delivered from 2023 to present, including client, date, assessment tool, training type, participants and facilitator.	**Schedule 22** Previous Training Delivery + supporting proof	☐
9	**Individual, Group and Multi-rater Reports:** Submit one anonymised sample or extract of each report type offered:	**Sample Reports –** Clearly Labelled and anonymised.	☐

PART D - Psychometric Assessment to sources of stress and wellbeing within the work environment

Nr	Item and exact information to be provided	Submission	Confirmed – Please √
1	**Tool Purpose Fit** Complete a table listing the proposed assessment • Measures workplace stress, wellbeing and/or psychosocial risk factors; • Identifies sources of stress within the work environment; • Provides wellbeing insights, developmental recommendations and/or intervention guidance;	**Schedule 16** relevant brochure/technical documentation	☐
2	**Applicability Across Leadership Levels** Complete a table demonstrating how the proposed assessment applies to Heads / Middle Management and Senior Leadership, including the purpose/application at each level.	**Schedule 17**	☐
3	**Relevant Assessment Experience**: Provide three project examples undertaken from 2021 to present. Examples must involve a large, multifaceted organisation with 500 or more employees. Please attach a client reference for each experience listed.	**Schedule 18** Written Client References	☐
4	**Practitioner Accreditation:** Provide the names of the **three practitioners** proposed for the contract – Mandatory that they are registered with the HPCSA. Please confirm accreditation in the relevant assessments.	**Schedule 15** and attached proof of certification for practitioners.	☐
5	**Implementation and Support Capability** Confirm the ability to train internal practitioners in administration, interpretation and feedback, platform/reporting use, provide accreditation/certification support, and provide technical/user support.	**Schedule 19** Implementation and Support + supporting evidence	☐
6	**Platform Capability** Complete the platform capability requirements, including online administration, individual and team/aggregated reporting, automated reporting, secure access and administrator/user management functionality.	**Schedule 20** Platform Capability + relevant screenshots/sample outputs	☐
7	**Training Programme Content** Confirm that training covers assessment theory/methodology, administration, interpretation, feedback, reports, reliability/validity, ethics and platform functionality.	**Schedule 21** Training Programme Content + supporting training evidence	☐
8	**Previous Training Delivery** Provide details of at least six accreditation/training sessions delivered from 2023 to present, including client, date, assessment tool, training type, participants and facilitator.	**Schedule 22** Previous Training Delivery + supporting proof	☐
9	**Individual and Group Reports:** Submit one anonymised sample or extract of each report type offered:	**Sample Reports –** Clearly Labelled and anonymised.	☐

PART E – Counterproductive Work Behaviour Psychometric Assessment

Nr	Item and exact information to be provided	Submission	Confirmed – Please √
1	**Tool Purpose Fit** Complete a table listing the proposed assessment • Measures Counterproductive Work Behaviour, workplace misconduct risk and/or integrity-related behavioural risk • Identifies behavioural risk factors that may negatively affect organisational effectiveness, ethics, compliance, safety or performance • Provides behavioural risk insights, developmental recommendations and/or intervention guidance	**Schedule 16** relevant brochure/technical documentation	☐
2	**Applicability Across Leadership Levels** Complete a table demonstrating how the proposed assessment applies to Heads / Middle Management and Senior Leadership, including the purpose/application at each level.	**Schedule 17**	☐
3	**Relevant Assessment Experience**: Provide three project examples undertaken from 2021 to present. Examples must involve a large, multifaceted organisation with 500 or more employees. Please attach a client reference for each experience listed.	**Schedule 18** Written Client References	☐
4	**Practitioner Accreditation:** Provide the names of the **three practitioners** proposed for the contract – Mandatory that they are registered with the HPCSA. Please confirm accreditation in the relevant assessments.	**Schedule 15** and attached proof of certification for practitioners.	☐
5	**Implementation and Support Capability** Confirm the ability to train internal practitioners in administration, interpretation and feedback, platform/reporting use, provide accreditation/certification support, and provide technical/user support.	**Schedule 19** Implementation and Support + supporting evidence	☐
6	**Platform Capability** Complete the platform capability requirements, including online administration, individual and team/aggregated reporting, automated reporting, secure access and administrator/user management functionality.	**Schedule 20** Platform Capability + relevant screenshots/sample outputs	☐
7	**Training Programme Content** Confirm that training covers assessment theory/methodology, administration, interpretation, feedback, reports, reliability/validity, ethics and platform functionality.	**Schedule 21** Training Programme Content + supporting training evidence	☐
8	**Previous Training Delivery** Provide details of at least six accreditation/training sessions delivered from 2023 to present, including client, date, assessment tool, training type, participants and facilitator.	**Schedule 22** Previous Training Delivery + supporting proof	☐
9	**Individual and Group Reports:** Submit one anonymised sample or extract of each report type offered:	**Sample Reports –** Clearly Labelled and anonymised.	☐

Part F: Personality, Career and Team Development Assessments –for Registered Psychology

Professionals (HPCSA)

Nr	Item and exact information to be provided	Submission	Confirmed – Please √
1	**Tool Purpose Fit** • Assesses personality type preferences, strengths, development areas, career development and team dynamics; • Supports individual development, career development, team effectiveness and collaboration; • Provides insights into psychological type, working styles, communication preferences and team interactions complete a table listing the proposed assessment	**Schedule 16** relevant brochure/technical documentation	☐
2	**Applicability Across Leadership Levels** Complete a table demonstrating how the proposed assessment applies to Heads / Middle Management and Senior Leadership, including the purpose/application at each level.	**Schedule 17**	☐
3	**Relevant Assessment Experience**: Provide three project examples undertaken from 2021 to present. Examples must involve a large, multifaceted organisation with 500 or more employees. Please attach a client reference for each experience listed.	**Schedule 18** Written Client References	☐
4	**Practitioner Accreditation:** Provide the names of the **three practitioners** proposed for the contract – Mandatory that they are registered with the HPCSA. Please confirm accreditation in the relevant assessments.	**Schedule 15** and attached proof of certification for practitioners.	☐
5	**Implementation and Support Capability** Confirm the ability to train internal practitioners in administration, interpretation and feedback, platform/reporting use, provide accreditation/certification support, and provide technical/user support.	**Schedule 19** Implementation and Support + supporting evidence	☐
6	**Platform Capability** Complete the platform capability requirements, including online administration, individual and team/aggregated reporting, automated reporting, secure access and administrator/user management functionality.	**Schedule 20** Platform Capability + relevant screenshots/sample outputs	☐
7	**Training Programme Content** Confirm that training covers assessment theory/methodology, administration, interpretation, feedback, reports, reliability/validity, ethics and platform functionality.	**Schedule 21** Training Programme Content + supporting training evidence	☐
8	**Previous Training Delivery** Provide details of at least six accreditation/training sessions delivered from 2023 to present, including client, date, assessment tool, training type, participants and facilitator.	**Schedule 22** Previous Training Delivery + supporting proof	☐
9	**Reporting:** • Individual Personality Type Profile Report (Basic) • Individual Personality Type Development Report	**Sample Reports –** Clearly Labelled and anonymised.	☐

	(Comprehensive) • Team Development and Team Dynamics Report • Career Development Report • Communication and Interpersonal Style Report • Decision-Making and Problem-Solving Style Report • Leadership and Development Report • Conflict Management and Collaboration Style Report • Stress Management and Resilience Report • Career Interests and Development Preferences Report Submit one anonymised sample or extract of each report type offered:		

Part G – Individual and Team Behavioural Assessments and Development Methodologies - For People Practitioners and City of Cape Town Approved Coaches - (Non-HPCSA Assessment Tools)

Nr	Item and exact information to be provided	Submission	Confirmed – Please √
1	**Tool Purpose Fit** Complete a table listing the proposed assessment • Measures behavioural preferences communication style, strengths, team dynamics and/or development preferences; • Supports individual development, team development, leadership development and/or coaching; • Provides both individual and team-level insights; • Is applicable across all organisational levels; and • Produces practical developmental outputs and action planning recommendations.	**Schedule 16** relevant brochure/technical documentation	☐
2	**Scientific Foundation** Provide evidence of the theoretical foundation, effectiveness/reliability and validity where applicable, published technical documentation or supporting research, and independent reviews, recognised industry acceptance or evidence of organisational application in South Africa.	**Schedule 25** Relevant supporting scientific / technical evidence	
3	**Relevant Experience**: Provide three project examples undertaken from 2021 to present. Examples must involve a large, multifaceted organisation with 500 or more employees. Please attach a client reference for each experience listed.	**Schedule 18** Written Client References	☐
4	**Practitioner Accreditation:** Provide the names of the **three practitioners** proposed for the contract. Please confirm accreditation in the relevant assessments.	**Schedule 15** and attached proof of certification for practitioners	☐
5	**Implementation and Support Capability** Confirm the ability to train internal practitioners in administration, interpretation and feedback, platform/reporting use, provide accreditation/certification support, and provide technical/user support.	**Schedule 19** Implementation and Support + supporting evidence	☐

6	**Platform Capability** Complete the platform capability requirements, including online administration, individual and team/aggregated reporting, automated reporting, secure access and administrator/user management functionality.	**Schedule 20** Platform Capability + relevant screenshots/sample outputs	☐
7	**Training Programme Content** Confirm that training covers assessment theory/methodology, administration, interpretation, feedback, reports, reliability/validity, ethics and platform functionality.	**Schedule 21** Training Programme Content + supporting training evidence	☐
8	**Previous Training Delivery** Provide details of at least six accreditation/training sessions delivered from 2023 to present, including client, date, assessment tool, training type, participants and facilitator.	**Schedule 22** Previous Training Delivery + supporting proof	☐
9	**Individual and Group Reports:** Submit one anonymised sample or extract of each report type offered:	**Sample Reports –** Clearly Labelled and anonymised.	☐

Part H – Assessment of Team Performance, Team Culture and Team Effectiveness - (Non-HPCSA Assessment Tools)

Nr	Item and exact information to be provided	Submission	Confirmed – Please √
1	**Tool Purpose Fit** Complete a table listing the proposed assessment • Measures team performance, team effectiveness and/or team culture; • Identifies strengths, development areas and barriers to effectiveness; • Supports organisational development and team development interventions; • Provides actionable recommendations; and • Is applicable across multiple team types and organisational contexts	**Schedule 16** relevant brochure/technical documentation	☐
2	**Scientific Foundation** Provide evidence of the theoretical foundation, effectiveness/reliability and validity where applicable, published technical documentation or supporting research, and independent reviews, recognised industry acceptance or evidence of organisational application in South Africa.	**Schedule 25** Relevant supporting scientific / technical evidence	
3	**Relevant Experience**: Provide three project examples undertaken from 2021 to present. Examples must involve a large, multifaceted organisation with 500 or more employees. Please attach a client reference for each experience listed.	**Schedule 18** Written Client References	☐
4	**Practitioner Accreditation:** Provide the names of the **three practitioners** proposed for the contract. Please confirm accreditation in the relevant assessments.	**Schedule 15** and attached proof of certification for practitioners.	☐

5	**Implementation and Support Capability** Confirm the ability to train internal practitioners in administration, interpretation and feedback, platform/reporting use, provide accreditation/certification support, and provide technical/user support.	**Schedule 19** Implementation and Support + supporting evidence	☐
6	**Platform Capability** Complete the platform capability requirements, including online administration, individual and team/aggregated reporting, automated reporting, secure access and administrator/user management functionality.	**Schedule 20** Platform Capability + relevant screenshots/sample outputs	☐
7	**Training Programme Content** Confirm that training covers assessment theory/methodology, administration, interpretation, feedback, reports, reliability/validity, ethics and platform functionality.	**Schedule 21** Training Programme Content + supporting training evidence	☐
8	**Previous Training Delivery** Provide details of at least six accreditation/training sessions delivered from 2023 to present, including client, date, assessment tool, training type, participants and facilitator.	**Schedule 22** Previous Training Delivery + supporting proof	☐
9	**Individual and Group Reports:** Submit one anonymised sample or extract of each report type offered:	**Sample Reports –** Clearly Labelled and anonymised.	☐

_____ _____

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

Date

Schedule F.14: Appeal Application

OFFICIAL RECEIPT
(Valid only if printed by official cash receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

Schedule F.15: Summary of Resources

This Schedule must be completed for each of the 8 parts (A – H) as listed in the functionality section of this tender document and with a clear indication of ALL the resources to be allocated by the tenderer (functionality score indicates required numbers).

The content of the completed tables will serve as a summary and reference, however the following must be provided:

- **copies of professional registration for each resource (where applicable)**
- **highest qualification level for each resource**
- **certification in the relevant assessment for each resource**
- **company profile with further elaboration of the resource requirements**
- **please elaborate on experience in CV Template on Schedule F.27**
- **Should a reference be used across all parts, please provide all relevant certifications**

THE CONTENT IN THE TABLE BELOW IS AN EXAMPLE ONLY:

Resource	Part of Tender in which resource will be used	Name & Surname	Relevant Experience	Number of years relevant experience	Organisations experience gained in	HPCSA Professional registration (Part A-F) Attach registration card	Attached Assessment Certification / Accreditation Certificate Y/N Attach Proof	Highest Qualification (Attach certified copy)
Industrial psychologist	A; C; D	Sarah Martins	Personality assessments	10 years	SA Development Corporation, Shoprite Group, Private practice	PSXXXXXXXX	Yes Part A; C; D	MCom Industrial Psychology

Please replicate the Schedules below (F.16-25) and submit for each category for each of the 8 parts of the tender.

Schedule F.16: Tool Purpose Fit

Tenderers must complete Schedule F.16 for each Part of the tender for which they are submitting a response. Provide evidence of the tools fit for the given purpose as listed in the relevant parts. Examples of evidence can be found in the functionality criteria.
Sample reports must be attached for the tool.

Assessment area requirement	Name of proposed tool	Specific scale, dimension or component	Brief explanation of what is measured, maximum 50 words	Evidence reference and page number

Schedule F.17: Applicability Across Leadership Levels

Tenderers must complete Schedule F.17 for each Part of the tender for which they are submitting a response (where relevant). Provide the applicability of the suggested tool at the leadership level along with supporting evidence. Examples of evidence can be found in the functionality criteria.

Leadership level	Proposed tool or battery	Purpose of assessment at this level
Supervisory / Team level		
Heads and Management		
Senior Leadership		
All levels		

Schedule F.18: Relevant Assessment Experience

- Tenderers must complete Schedule F.18 for each Part of the tender for which they are submitting a response. Provide client details of similar projects as well as written references and contact details as evidence.
- Please see schedule F.26 for an example of a reference

Client Name	Nature of Project	Scope of Project	Size of Organisation	Did the client use the assessments internally (i.e. their own psychologists used the assessments) Yes / No	Did the client have access to an online platform to operate the assessment independently? Yes/No	Was training provided to the clients internal resources? Yes/No

Schedule F.19: Implementation and Support

Tenderers must complete Schedule F.19 for each Part of the tender for which they are submitting a response. Indicate if the support arrangement is provided and provide appropriate evidence. Evidence examples can be found under the functionality criteria.

Can the Service Provider	Yes / No	Evidence Referenced (screenshots; support availability time; mode of contact etc.)
a) Description of support arrangements		
b) Support contact methods		
c) Availability of support resources		
d) Escalation arrangements		
e) Response commitments		

Schedule F.20 Platform Capability

Tenderers must complete Schedule F.20 for each Part of the tender for which they are submitting a response. Indicate if the capability is included and attach evidence as required. Examples for evidence can be found under functionality criteria.

Nr	Requirement Type	Platform Capability	Available / Partially Available / Not Available	Brief description, maximum 50 words	Screenshot or sample reference page number
1	**Mandatory Specification Requirement**	Online assessment administration			
2	**Mandatory Specification Requirement**	Individual reports *(Check Price Schedule for specifics per Part) – include sample report*			
3	**Mandatory Specification Requirement**	Team or aggregated group reports – *include sample report*			
4	**Mandatory Specification Requirement**	Automated report generation			
5	**Mandatory Specification Requirement**	Secure cloud-based access			
6	**Mandatory Specification Requirement**	Administrator dashboard and user management			
7	**Mandatory Specification Requirement**	Creation and management of multiple assessment groups, campaigns, cohorts or projects			
8	**Additional / functionality scoring**	Automated workflows – e.g. automated invitations, reminders, completion notifications and/or other assessment administration processes			

Nr	Requirement Type	Platform Capability	Available / Partially Available / Not Available	Brief description, maximum 50 words	Screenshot or sample reference page number
9	**Additional / functionality scoring**	Longitudinal trend reporting – enables comparison of assessment results over time to track individual development and/or organisational trends			
10	**Additional / functionality scoring**	Automated development recommendations – automatically translates assessment results into development recommendations			
11	**Additional / functionality scoring**	Developmental nudges/prompts – provides ongoing prompts, actions or reminders based on assessment outcomes			
12	**Additional / functionality scoring**	Embedded micro-learning – links assessment findings to relevant learning content, resources or development activities			
13	**Additional / functionality scoring**	Multi-Assessment Reporting (PART A ONLY)			

Schedule F.21 Training Programme Content

Tenderers must complete Schedule F.21 for each Part of the tender for which they are submitting a response. Indicate if the requirement is included and attach evidence as required. Examples for evidence can be found under functionality criteria. Please complete both tables below:

Nr	Requirement Type	Training Requirement	Included / Partially Included / Not Included	Evidence Reference
1	**Mandatory Specification Requirement**	Administrator training – training for designated organisational administrators on using the platform and managing assessments		
2	**Mandatory Specification Requirement**	Assessment practitioner/user training – training on administering, interpreting and/or using assessment results		
3	**Mandatory Specification Requirement**	Training materials/resources – provision of user guides, manuals and/or other training resources		
4	**Mandatory Specification Requirement**	Training on report interpretation – training users to understand and appropriately interpret assessment reports		
5	**Mandatory Specification Requirement**	Training on ethical and appropriate use – including confidentiality, data protection, consent and appropriate application of assessment results		
6	**Additional / functionality scoring**	Initial implementation/onboarding support – support during initial implementation and roll-out		
7	**Additional / functionality scoring**	Assessment feedback/coaching training – develops capability to provide appropriate feedback and translate assessment results into development actions		
8	**Additional / functionality scoring**	Development resources/toolkits – practical tools, guides, templates or resources supporting application after training		

Nr	Requirement Type	Training Requirement	Included / Partially Included / Not Included	Evidence Reference
9	**Additional / functionality scoring**	Competency assessment/accreditation – formal assessment, certification or accreditation following practitioner training		
10	**Additional / functionality scoring**	CPD / continuing professional development – CPD points provided for accreditation/training		
11	**Additional / functionality scoring**	Training delivery experience – evidence of at least six accreditation and/or training sessions delivered during 2023–present		

Information required	**Tenderer response**
Name of training or accreditation programme	
Total duration	
Virtual, in-person or blended delivery	
Maximum participants per session	
Entrance or professional requirements	
Assessment or competence requirements	
Certification or accreditation awarded on completion	
Renewal or continuing professional development requirements	

Schedule F.22 Previous Training Delivery

- Tenderers must complete Schedule F.22 for each Part of the tender for which they are submitting a response. If it was general open training, proof of attendance / training occurring can be submitted as evidence. Alternatively a written reference will also count as evidence

Client Name	Training Provided	Number of Attendees	Date of Session	**Facilitator Name**	**Evidence Referenced**

Schedule F.23 Proof that the assessment complies with the Employment Equity Act and Health Professions Act - Psychometric Properties (Parts A-F only)

- Tenderers must complete Schedule F.23 for each Part of the tender for which they are submitting a response. Each must be summarised and the referenced technical manual page extract provided as supporting evidence.
- The technical manual must be made available on request but must not be included in the tender submission – instead ONLY copies of the necessary pages should be provided
- **The tender MUST provide a summary of the Psychometric Properties –** demonstrating compliance with the Employment Equity Act (Valid, Reliable, Non-Bias and suitable for use in the South African Context).

Technical information	**Tenderer response summary**	**Technical manual page reference (only attach relevant pages)**
Full name of assessment tool		
Assessment publisher or owner		
Assessment purpose		
Constructs measured		
Intended target population		
Applicable leadership levels		
Administration method		
Approximate completion time		
Scoring method		
Reliability evidence		
Validity evidence		
Normative or comparison group		
Date norms were developed or updated		
South African norms available? Yes/No		
Language versions available		
Professional registration or accreditation required for use		
Ethical or controlled-use requirements		

Schedule F.24 Data Protection

Tenderers must complete Schedule F.24 – Data Protection for each Part of the tender for which they are submitting a response. Each requirement must be acknowledged by selecting the applicable declaration and providing supporting evidence or a reference where required.

No.	Requirement	Tenderer Response / Declaration	Supporting Evidence / Reference
1	Data Security – Confirm that assessment data and personal information are securely collected, stored, transmitted and managed, with appropriate access controls to prevent unauthorised access, disclosure, alteration, loss or destruction.	☐ Confirmed	
2	Legislative Compliance – Confirm that the proposed solution complies with applicable legislation relating to the protection and processing of personal information, including POPIA, the Employment Equity Act and the Health Professions Act, where applicable.	☐ Confirmed	
3	Data Ownership and Control – Confirm that the City of Cape Town retains ownership and control of all assessment data and reports generated through the service during and after the contract.	☐ Confirmed	
4	Data Access and Retention – Confirm that the City will be able to access and retrieve its assessment data and reports in an appropriate, usable format during the contract and for five (5) years after contract conclusion.	☐ Confirmed	
5	Data Deletion – Confirm that City data will not be deleted or destroyed without prior notification to the City and that the City will be notified before the end of the five-year retention period.	☐ Confirmed	
6	Third-Party Access – Where third parties or sub-processors are used to host, process or support the solution, confirm that they are subject to equivalent data protection, confidentiality and security requirements.	☐ Confirmed / ☐ Not Applicable	
7	Informed Consent – Confirm that the system requires candidates to provide informed consent before completing an assessment, including consent to the use of their assessment information and release of the results to the authorised qualified practitioner.	☐ Confirmed	
8	Consent Record – Confirm that the system records and retains evidence of the candidate's consent and that this record can be made available to the City or authorised practitioner where required.	☐ Confirmed	

Schedule F.25 Scientific Foundation (Parts G-H only)

Tenderers must complete Schedule F.25 for each Part of the tender for which they are submitting a response. Each must be summarised and the referenced technical manual page extract provided as supporting evidence.

Please note that compliance is a **mandatory specification requirement.**

Nr	Requirement Type	**Technical information**	**Tenderer response summary**	**Technical manual page reference (only attach relevant pages)**
1	**Mandatory Specification Requirement**	1. The theoretical foundation underpinning the assessment methodology.		
2	**Mandatory Specification Requirement**	2. Reliability evidence supporting the consistency of the assessment results.		
3	**Mandatory Specification Requirement**	3. Validity evidence supporting the intended interpretation and use of assessment results.		
4	**Mandatory Specification Requirement**	4. Published technical documentation and/or supporting research.		
5	**Mandatory Specification Requirement**	5. Independent review, benchmarking, recognised industry acceptance, and/or evidence of organisational application in South Africa.		
	Information Requested	Name of Tool		
	Information Requested	Publisher or owner		
	Information Requested	Purpose of Tool		
	Information Requested	What does the tool look at		
	Information Requested	Intended target population		
	Information Requested	Administration method		
	Information Requested	Approximate completion time		
	Information Requested	Scoring method		
	Information Requested	Language versions available		
	Information Requested	Ethical or controlled-use requirements		

Schedule F.26 Example Reference for Relevant Assessment Experience

Tenderers must use Schedule F.26 for a template on how to complete a reference for the required part. Should a reference apply to multiple parts, please indicate as such.

Technical information	Included / Not Included	Example
Client Name		Purple Consulting
Contact details name and email		purple@purpleconsulting.com
Nature of Project: Evidence of the services provided and the purpose for which the assessments were utilised, demonstrating alignment with the intended purpose of the proposed assessment tools.		I worked with the provider from January 2023 – June 2025. The provider provided us with leadership assessments to measure emotional intelligence and cognitive ability
Scope of Project: Evidence of the volume of assessments administered, project duration, and overall scale and complexity of the assignment. The experience must relate to a large, multi-faceted organisation with 500 or more employees, with the assessments having been utilised across all three specified leadership levels.		We assessed 600+ individuals. Our organisation consists of 10000 employees, and this was used across different leadership levels / within teams.
Internal Use of Assessments: Evidence that the client's internal practitioners (e.g. psychologists) used the assessment tools independently within the organisation.		The internal team of Psychologists / Psychometrists made use of the assessments, and the provider provided us with support when needed
Online Platform Access: Evidence that an online platform was provided to enable the client's internal practitioners to access and administer assessments independently.		We used the providers online platform to easily administer assessments, generate reports and run project cohorts.
Training, Orientation and Ongoing Support: Evidence that training or orientation, as well as ongoing technical, administrative or professional support, was provided to the client's internal practitioners		When one of our internal practitioners needed training, the provider gave us accreditation training and they were able to support us with technical difficulties.

Schedule F.27 CV Template

STANDARD CURRICULUM VITAE (CV) TEMPLATE

All tenderers must submit Curriculum Vitae (CVs using this standard template) for all personnel proposed for all parts of the tender. CVs not submitted in this format, or CVs omitting required information, may not be evaluated.

1. Personal Details

• Full Name:
• Professional Title / Role:
• Organisation:
• Contact Details (email and telephone):

2. Role(s) Proposed for This Tender

Tick all that apply and indicate the relevant Part(s):
☐ Part A
☐ Part B
☐ Part C
☐ Part D
☐ Part E
☐ Part F
☐ Part G
☐ Part H

3. Summary of Relevant Professional Experience

Provide a brief summary (maximum five lines) outlining total years of relevant professional experience, primary areas of expertise, and experience most relevant to the City of Cape Town tender.

4. Experience in Large, Complex Organisations

Provide details of experience working in organisations with a large staff complement, multiple business units or divisions, and/or geographic spread. For each engagement specify the organisation name, approximate size, nature of complexity, and your role and responsibilities.

5. Role-Specific Experience

Complete only the sections relevant to the part(s) selected in Section 2.
If you are the individual providing training – please indicate that.

6. Qualifications, Certifications and Professional Registrations

List relevant academic qualifications, certifications, and HPCSA registration details where psychometric tools are used.

7. Number of Years of Relevant Experience

List different roles and areas of experience

8. Availability and Declaration

I hereby declare that the information provided in this Curriculum Vitae is true and correct. I confirm my availability to support City of Cape Town interventions for the duration of the contract period, subject to appointment.

Signature: _____

Name: _____

Date: _____