

# COMMISSION FOR CONCILIATION, MEDIATION & ARBITRATION

Revolutionising Workplace Relations

#### **ERRATUM**

BID NUMBER: CCMA/2024/11-ETD

DESCRIPTION: ESTABLISHMENT OF A PRE-APPROVED LIST OF ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS

Dear Bidders,

The purpose of this erratum is to inform bidders of the below changes on the bid.

• The correct bid number is "CCMA/2024/11-ETD" on the front page of the bid and on page 3 under instructions on submission of bids, and on SBD1, page 166

For further enquiries, please contact Tenderenquiries@ccma.org.za.

Signed by:

Signed by Lindiwe Msibi, lindiwem@ccma.org.za

**Supply Chain Management** 



# CCMA/2024/11-ETD

# ESTABLISHMENT OF A PRE-APPROVED LIST OF ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS

A Compulsory Briefing Session will be held as follows:

Date 07 August 2024: at 11:00 AM Through Microsoft

Teams (Virtual)

Bid Closing Date, time and venue:

23 August 2024 at 11:00 AM

at CCMA National Office, 28 Harrison Street, JCI Building, 8th Floor, Johannesburg (Deposit in the tender box)

#### **COMPULSORY BRIEFING SESSION:**

BELOW IS THE LINK TO ACCESS THE COMPULSORY BRIEFING SESSION

**Join the meeting now** (ctrl + click to join the link)

Meeting ID: 311 129 272 989

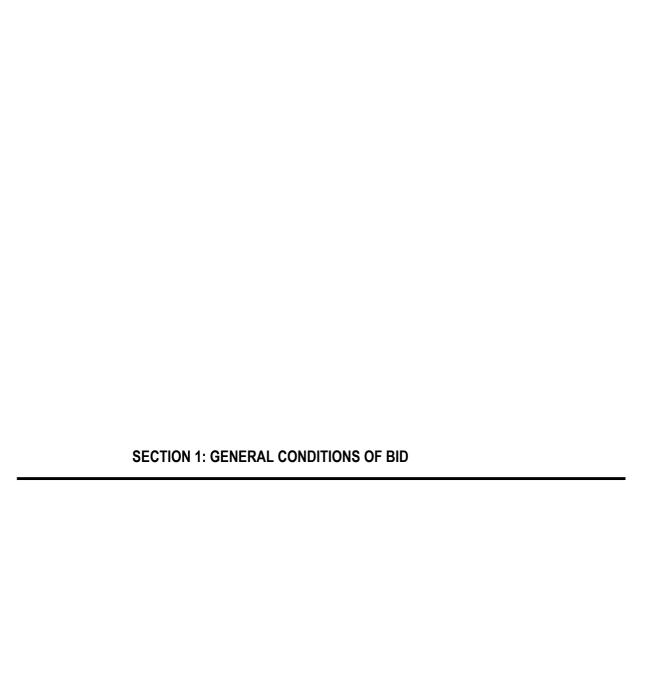
Passcode: QJS3JF

FAILURE TO ATTEND THE VIRTUAL BRIEFING SESSION WILL LEAD TO DISQUALIFICATION OF THE BID

It is the responsibility of bidders to ensure that they can access the briefing link before the briefing session

# TABLE OF CONTENTS

SECTION	ON 1: GENERAL CONDITIONS OF BID	2		
1.	Proprietary Information	3		
2.	Enquiries	3		
3.	Bid Validity Period	3		
4.	Instructions on submission of Bids	3		
<b>5</b> .	Preparation of Bid Response	4		
6.	Supplier Performance Management	5		
7.	Supplier Development	5		
8.	CCMA's Rights	5		
9.	Undertakings by the Bidder	6		
10.	Reasons for disqualification	6		
11.	Response Format (Returnable Schedules)	7		
12.	Bid Proposals screening	9		
SECTION	ON 2: INTRODUCTION AND BACKGROUND	10		
1.	Special Instruction	11		
2.	Introduction	11		
3.	Purpose	11		
4.	Terms of Reference	12		
5.	Commitments and Undertaking	13		
6.	Training and Intervention	14		
7.	Mandatory Requirements	159		
8.	Functionality Requirements	159		
9.	Pricing	163		
10.	Compulsory Briefing Session	164		
<u>SECTIO</u>	N 3: ANNEXURES	165		
ANNEX	(URE 1: SBD 1	166		
ANNEX	(URE 2: SBD 3.3 (TO BE ENCLOSED IN ENVELOPE)	169		
ANNEX	171			
ANNEX	174			
ANNEX	KURE 5: SBD 7.2	183		
ANNEXURE 6: CCMA'S STANDARD CONDITIONS OF BID				
ANNEX	(URE 7: GENERAL CONDITION OF CONTRACT	198		
ANNE	ANNEXURE 8: POPIA CONSENT FORM			



#### 1. Proprietary Information

CCMA considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to CCMA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of CCMA.

#### 2. Enquiries

**2.1** All communication and attempts to solicit information of any kind relative to this RFP should be channeled **in writing** to:

Name:	Mr. Khumbuzile Ndevu
Telephone Number:	+27 11 377 6636
Email address:	Tenderenquiries@ccma.org.za

- 2.2 Closing date for enquiries in relation to this RFP will be 12 August 2024 at 16:00.
- 2.3 The enquiries will be consolidated, and CCMA will issue one response and such response will be posted, within two days after the last day of enquiries, onto the CCMA website (<a href="www.ccma.org.za">www.ccma.org.za</a>) under tenders i.e. next to the same RFP document.
- 2.4 The CCMA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the CCMA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

#### 3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

#### 4. Instructions on submission of Bids

Bids should be submitted in duplicate (2 hard copies) and one electronic copy (on USB) in PDF format all bound in a sealed envelope endorsed, CCMA/2024/11-ETD: ETABLISHMENT OF A PRE-APPROVED LIST OF ACCREDITED TRAINING SERVICE PROVIDERS FOR A PERIOD OF THREE (3)YEARS

- The sealed envelope must be placed in the bid box at the Main Reception area of the CCMA National Office, 28 Harrison Street, JCI Building, 8th Floor, Johannesburg, 2001 by no later than 11:00 AM [Telkom time] on the 23 August 2024 Bids must be submitted in the prescribed response format, herein reflected as Response Format.
- 4.2 The bid closing date, bidder name and the return address must also be endorsed on the envelope.
- If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box found on the 8th floor Reception area, JCI Building, 28 Harrison Street, Johannesburg, 2001. The CCMA will not be held responsible for any delays where bid documents are handed to the CCMA Receptionist/ officials.
- **4.4** No bid response received by telegram, telex, email, facsimile or similar medium will be considered.
- 4.5 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. It is the CCMA's policy not to consider late bids for tender evaluation.

#### 5. Preparation of Bid Response

- **5.1** All the documentation submitted in response to this RFP must be in English.
- 5.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3 Bids submitted by bidders which are, or comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- The bidder should check the numbers of the pages of its bid to satisfy itself that none of their documents are missing or duplicated. No liability will be accepted by CCMA in regard to anything arising from the fact that pages/documents of a bid are missing or duplicated.
- A valid Tax Clearance Certificate with the tax compliance status PIN must be included in the bid response to verify bidders' tax compliance status.
- All bidders must be registered on the Central Supplier Database (CSD) prior to submitting bids and include in their bid a copy of their Master Registration Number (Supplier Number) in order for CCMA to verify the bidder's tax status on CSD and other Governing compliances.

#### 6. Supplier Performance Management

Supplier Performance Management is viewed by the CCMA as a critical component in ensuring value for money acquisition and good supplier / or service provider relations between the CCMA and all its suppliers.

The successful bidder shall, upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the CCMA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier 's performance and ensure effective delivery of service, quality and value-add to CCMA's business.

#### 7. Supplier Development

The CCMA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the CCMA and the successful bidder.

#### 8. CCMA's Rights

- 8.1 The CCMA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the CCMA has record of such bidders, may be advised in writing of such amendments in good time and any such changes will be posted on the CCMA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 8.2 The CCMA reserves the right not to accept the lowest priced bid or any bid in part or in whole. The CCMA normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the CCMA.
- **8.3** The CCMA reserves the right to award this bid as a whole or in part.
- **8.4** The CCMA will verify the submitted reference letters with the clients.
- 8.5 The CCMA reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the National Treasury Instruction 03 of 2017/2018: Cost Containment Measures, where relevant.
- 8.6 The CCMA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the CCMA to

conduct background checks on the bidding entity and any of its directors / trustees / shareholders / members.

#### 9. Undertakings by the Bidder

- **9.1** By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the CCMA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2 The bidder may be required to attend an interview should CCMA require such and the bidder shall be notified thereof in good time before the actual presentation date. Such interview may include a practical demonstration of understanding products or services as called for in this RFP.
- 9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the CCMA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 9.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with CCMA, as the principal(s) liable for the due fulfilment of such contract.
- 9.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become CCMA property unless otherwise stated by the bidder/s at the time of submission.

#### 10. Reasons for disqualification

10.1 The CCMA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:

- 10.1.1 Bidders who fail to comply with the National Treasury Directives with regard to Tax Compliance Matters.
- 10.1.2 Bidders who submit incomplete information and documentation according to the requirements of this RFP document.
- 10.1.3 Bidders who submit information that is fraudulent, factually untrue or inaccurate.
- 10.1.4 Bidders who receive information not available to other potential bidders through fraudulent means.
- 10.1.5 Bidders who do not comply with *mandatory requirements* if stipulated in the RFP document; and/or
- 10.1.6 Bidders who fail to attend a compulsory briefing session if stipulated in the tender advert and/ or in this RFP document.

#### 11. Response Format (Returnable Schedules)

Bidders shall submit their bid responses in accordance with the response format specified below (each schedule must be clearly marked):

**11.1 Cover Page:** (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)

#### 11.2 Schedule 1:

- 11.2.1 Executive Summary
- 11.2.2 RFP document (duly completed and signed)
- 11.2.3 Copy of Company Registration Documents
- 11.2.4 Copy of Identity Documents of the owner(s)
- 11.2.5 Proof of Medical Certificate confirming disability of the owner(s) (if applicable)
- 11.2.6 Latest Central Supplier Database Report

#### 11.3 Schedule 2

- 11.3.1 Valid tax clearance certificate(s), A tax compliance status PIN must be included in the bid response to verify bidders' tax compliance status;
- 11.3.2 Annexure 1: SBD 1 (duly completed and signed)
- 11.3.3 Annexure 2: SBD 3.3. (duly completed and signed);

- 11.3.4 Annexure 3: SBD 4 (duly completed and signed);
- 11.3.5 Annexure 4: SBD 6.1 (duly completed and signed)
- 11.3.6 Annexure 5: SBD 7.2 (duly completed and signed);
- 11.3.7 Annexure 6: CCMA's Standard Condition of bid and General Condition of Contract (signed)
- 11.3.8 Annexure 7: POPIA consent form (duly completed and signed)
- 11.3.9 Financial Statements for the latest financial year signed by an independent registered Accountant.
- 11.3.10 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above (11.3.1-11.3.5) must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

#### 11.4 Schedule 3:

11.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.

#### 12. Bid Proposals screening

Bids shall be screened in terms of the following process and conditions:

- <u>Initial Screening:</u> During this phase, bid responses will be reviewed for the purposes of assessing compliance with RFP requirements including the general bid conditions, which requirements include the following:
  - Submission of a valid Tax Clearance Certificate with a tax compliance status PIN.
  - Submission of Company Registration Documents.
  - Submission of copy of Identity Document(s).
  - Submission of latest Central Supplier Database report.
  - Medical certificate confirming disability of the owner (s) (If applicable).
  - Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP.

**SECTION 2: INTRODUCTION AND BACKGROUND** 

#### 1 SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state "Comply/Non-Compliance" regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.
- 1.2 Failure to comply with Mandatory Requirements will lead to the bidder being disqualified.

#### 2. INTRODUCTION

- 2.1 The Commission for Conciliation, Mediation and Arbitration (CCMA) is an independent statutory organisation that was established by the Labour Relations Act of 1995 (LRA) to deliver dispute prevention and resolution services to the people of South Africa. The core mandate of the CCMA is derived from the purpose of the LRA, which, amongst others, is to advance economic development, social justice, labour peace and the democratisation of the workplace.
- 2.2 The CCMA is also committed to investing in the training and development opportunities for the workforce as required by the Skills Development Act 97 of 1998 (as amended). As per this Act, the CCMA provides training opportunities for the workforce (employees and independent contractors) to promote skills development, create prospects of work and labour mobility, acquire new skills set, create space for new entrants to the labour market and gain work experience (experiential learning).

#### 3. PURPOSE

- 3.1 The purpose of this document is to call for proposals from accredited and competent training service providers to form part of a panel of preferred training providers for the CCMA's National, Provincial and Regional offices over a period of three (3) years. The appointed panel of training service providers shall provide various training programmes and will be engaged on an "as and when required basis". The availability of a panel of training service providers will benefit the CCMA in that it will streamline the procurement, contracting and management processes and save time spent on the Request for Quotes (RFQ) process.
- 3.2 The CCMA conducts the organisational training needs analysis on an annual basis, which are, consolidated into an annual training plan for implementation. Training interventions are categorised according to the skills requirements and levels, which determine whether training will be credit or non-credit bearing, and the training intervention is outsourced as per the annual training plan and the

quarterly training schedule. The numbers involved in requested training varies and can only be provided at the time the training is required.

#### 4. TERMS OF REFERENCE

- 4.1 The Education Training and Development Unit is responsible for providing internal capacity building to develop skills of CCMA employees and independent contractors so that they are able to meet the expected efficiencies of the organisation.
- 4.2 The CCMA seeks to establish a panel of training service providers who will promptly respond to the training needs for a period of three (3) years from 1 September 2024 to 31 August 2027. There is no guarantee that the training provider will be requested to provide training.
- 4.3 The training will be provided on an "as and when required basis" to the National, Provincial and Regional offices of the CCMA and within the prescribed turnaround dates and times.
- 4.4 The training provider must have capacity to deliver hybrid training: via MS Teams and in person training (physical attendance). Be able to provide training materials in the form of learner and facilitator workbooks, which caters for a diverse group of people including people living with disabilities.
- 4.5 The training provider must provide all relevant training logistics which include but not limited to training registers, learner and facilitator evaluations, training reports, registration of learners with the relevant SETA assessment, moderation and certification of assessment- based training and be able to provide support should it be required by learners.
- 4.6 Pricing will be requested when the actual training is required.

### 5. COMMITMENTS/UNDERTAKINGS

# To be completed by the bidder.

# The bidder must confirm compliance to the below requirements by indicating Yes/No:

COMMITMENTS/UNDERTAKING	YES/NO
5.1 Bidders must commit and undertake to provide hybrid	
(virtual and in-person) training services.	
5.2 Bidders must commit and undertake to facilitate training	
to diverse groups of people including people living with	
disabilities.	

### 6. TRAINING INTERVENTIONS

Below is a list of training interventions, training service providers must tick those that they have accreditation for and add any other training intervention/s they provide with their Unit Standards.

**TABLE A: LIST OF TRAINING INTERVENTIONS** 

CATEGORY	TRAINING INTERVENTION	UNIT STANDARD (S)	SPECIFIC OUTCOMES	PLEASE TICK (✓)	CREDIT BEARING
Management and	Emerging Management	As per Higher	Contextualizing		Yes
Leadership	Development Programme	Education Institutions	the		
		(HEI) accreditation	Management		
			Role in the		
			Public Service,		
			Customer		
			Service,		
			Communication		
			and Quality		
			Assurance. The		
			Complete		
			Supervisor.		

Middle Management	As per Higher	Execute strategic	Yes
Development Programme	Education Institutions	management	
	(HEI) accreditation	principles.	
		Apply problem	
		solving skills.	
		Explore advanced	
		learning	
		strategies.	
		Apply research	
		skills.	
		Communicate	
		effectively.	
Advance Management	As per Higher	Strategic	Yes
Development Programme	Education Institutions	Management	
	(HEI) accreditation	<ul> <li>Mastering</li> </ul>	
		Management	
		Integrating the	
		People Factor.	

Women Leadership and	120031	Analyse the role of	Yes
Development Programme		women's	
		organisations in	
		contributing to	
		transformation in	
		South Africa.	
		Contribute to the	
		development of	
		policy, legislation	
		and/or structures	
		that promote	
		gender equality	
		and women's	
		empowerment.	
		Identify and apply	
		different methods	
		to promote the	
		voice of women	
		through advocacy	
		and mobilisation	
		activities.	
		Promote women's	
		visibility in	

		authority, decision-making and leadership roles.	
Power speaking and Presentation skills	242840	<ul> <li>Using verbal/oral communication skills to make an effective presentation.</li> <li>Using non-verbal communication effectively to reach audience.</li> <li>Using and maintaining a good poise during a presentation.</li> <li>Handling questions and overcoming any</li> </ul>	Yes

		objections effectively.	
Executive Leadership Programme	120300	<ul> <li>Explain the concept of leadership.</li> <li>Differentiate between leadership and management.</li> <li>Analyse leadership theories.</li> <li>Apply the different roles and qualities of leadership in a work context.</li> </ul>	Yes
Strategic Leadership	243116	Participate in formulation and communication of organizational vision, purpose,	Yes

	principles, and
	values.
	Examine and clarify
	concepts and
	issues in relation to
	overall government
	strategy, objectives,
	and priorities.
	Identify priorities
	and initiate actions
	to achieve
	objectives.
	Initiate actions to
	position the public
	sector organisation
	to
	Respond to
	changes in the
	environment.
	55

Leading Remote Teams	Workshop	Create a virtual	No
		team environment	
		based on	
		relationships and	
		camaraderie.	
		Establish clear	
		team expectations	
		based on mutual	
		trust and respect.	
		Communicate	
		effectively and use	
		technology that	
		fits the situation.	
		<ul> <li>Identify ways to</li> </ul>	
		foster an	
		environment of	
		virtual teamwork,	
		group effort, and	
		cooperation.	
		Use the right tools	
		to manage	
		processes and	
		projects remotely.	

		Build an online	
		team culture.	
Project Management	120372	Explain the	Yes
		nature of a	
		project.	
		Explain the	
		Nature and	
		application of	
		project	
		management.	
		Explain the	
		Types of	
		structures that	
		are found in a	
		project	
		environment.	
		Explain the	
		application of	
		handling	
		structures	
		oti dotai oo	

		in a project	
		in a project	
		environment.	
		Explain the	
		major	
		processes	
		and activities	
		required to	
		Manage a	
		project.	
Finance for Non-Finance	242861	Demonstrate an	Yes
Managers		understanding of	
		the basic financial	
		requirements and	
		contribution within	
		own unit.	
		<ul> <li>Identify and apply</li> </ul>	
		the basic	
		Principles of	
		budgeting in own	
		work context.	
		<ul> <li>Process</li> </ul>	
		quotations	
		according to	
		2000.49 to	

1			
		Public sector	
		policies and	
		procedures.	
		Handle basic	
		financial queries	
		relating to own	
		work context.	
Policy Development and	230448	Explain current	Yes
Management		legislation and	
, and the second		policies applicable	
		to organisations.	
		Describe the	
		processes that	
		contribute to the	
		development of	
		policies.	
		Identify gaps in	
		policies that	
		impact in specific	
		contexts.	
		Prepare and use	
		techniques that	
		Contribute to	

			policy	
			development in	
			organisations.	
			organisations.	
ETDP Skills	Train the Trainer: Facilitator	117871	Plan and prepare	Yes
Development			for facilitation.	
Programmes			Facilitate learning.	
			Evaluate learning	
			and facilitation.	
			and identition.	
	Assessor	115753	Demonstrate	Yes
			understanding of	
			outcomes-based	
			assessment.	
			Prepare for	
			assessments.	
			Conduct	
			assessments.	
			Provide feedback	
			on assessments.	
			Review	
			assessments.	

Moderator	115759	Demonstrate	Yes
		understanding of	
		moderation within	
		the context of an	
		outcomes-based	
		assessment	
		system.	
		Plan and prepare	
		for moderation.	
		<ul> <li>Conduct</li> </ul>	
		moderation.	
		Advise and	
		support	
		assessors.	
		Report, record,	
		and administer	
		moderation and,	
		Review	
		moderation	
		systems and	
		processes.	
		ριουσούσου.	

Coaching	114215	Explain the	Yes
		concept of	
		mentoring.	
		Describe the	
		characteristics of	
		a good mentor.	
		Explain the	
		importance of	
		knowledge in	
		mentoring.	
		Apply the skills	
		and techniques	
		required of a	
		mentor.	

Mentoring	113909	Explain the	Yes
		concept of	
		coaching in a	
		business	
		environment.	
		Demonstrate	
		skills and	
		techniques	
		required of a	
		coach.	
		Develop an action	
		plan to coach two	
		team members.	
		Gather evidence	
		and monitor	
		progress.	
Material Development	123394	Plan and prepare	Yes
		for development.	
		Develop learning	
		materials.	

		<ul> <li>Develop learning facilitation guidelines.</li> <li>Pilot and evaluate the development.</li> </ul>	
Skills Development Facilitator	15232	<ul> <li>Identify and prioritise learners' learning requirements.</li> <li>Plan and organise learning interventions.</li> <li>Coordinate learning interventions.</li> <li>Review and report on learning interventions.</li> </ul>	Yes

Office Administration	MS Suite	Ms Excel 116943	Create and edit a	Yes
and employee			graph.	
support programmes			Load data from an	
			external data	
			source to produce	
			a given	
			spreadsheet	
			result.	
			Insert and edit	
			objects in a	
			spreadsheet.	
	Excel	116937	Demonstrate an	Yes
			understanding of	
			the principles of	
			spreadsheets.	
			Create, open, and	
			save	
			spreadsheets.	
			Produce a	
			spreadsheet from	
			a given	
			specification.	

		<ul> <li>Edit a spreadsheet.</li> <li>Format a spreadsheet.</li> <li>Check spelling in a spreadsheet.</li> <li>Print a spreadsheet using features specific to spreadsheets.</li> <li>Create and edit a table.</li> </ul>	
Ms Word	119078	<ul> <li>Create and edit a table.</li> <li>Format a table according to given requirements.</li> <li>Create and edit columns in a document.</li> </ul>	Yes

		Format columns	
		in a document.	
Ms PowerPoint	117923	Prepare and	Yes
		produce a	
		presentation	
		according to a	
		specified brief.	
		Adjust settings to	
		customise the	
		view and	
		preferences of the	
		presentation	
		application.	
		Work with multiple	
		presentations.	
		Format a	
		presentation	
		according to given	
		specifications.	
		Use special	
		presentation	
		effects.	

		a Apply special	
		Apply special	
		formatting to a	
		presentation	
		according to given	
		specifications, to	
		enhance the	
		presentation.	
		Customise a	
		presentation for a	
		specified purpose.	
Business and report writing Skills	12153	Use textual	Yes
SKIIIS		features and	
		conventions	
		specific to	
		business texts for	
		effective writing.	
		Identify and collect	
		information	
		needed to write a	
		text specific to a	
		particular function.	
		Compose a text	
		using plain	

		Language for a	
		specific function.	
		Organise and	
		structure a text	
		appropriately for a	
		business function.	
		Present a written	
		text for a particular	
		function in a	
		business	
		environment.	
Records Management	242866	Identify legislative	Yes
The state of the s		policy and	100
		procedure	
		requirements that	
		determine records	
		management in a	
		public sector	
		organisation.	
		Explain the	
		purpose of a	
		records	

		system in the	
		context of a public	
		sector	
		organisation.	
		Operate a records	
		storage and	
		retrieval system in	
		a public sector	
		organisation.	
		Maintain a	
		records storage	
		and retrieval	
		system in a public	
		sector	
		organisation.	
Asset management	243265 (generic	Review the	Yes
Asset management	management/ link to	current status and	165
	industry you are in)	condition of the	
		assets of the	
		business unit and	
		identify	
		opportunities for	

improvement, or
problems.
implement action
plans to improve
the efficiency of,
or to correct
problems in, the
use of the assets
of the business
unit.
Manage and
monitor the use of
motor retail
Business unit
assets.
Analyse and
interpret reports
and present them
to relevant
stakeholders.
Discuss and
Explain issues

		Related to	
		Managing the	
		assets of a motor	
		retail department.	
F" " 0 ' '	400004		.,
Effective Communication Skills	120394	Explain	Yes
Online		communication	
		processes and	
		the role of the	
		leader in this	
		process.	
		Identify and utilize	
		appropriate	
		communication	
		tools and	
		strategies.	
		Utilize information	
		technology to	
		enhance	
		communications.	
		<ul> <li>Develop</li> </ul>	
		strategies to	
		overcome barriers	
		to communication.	

			Apply the	
			theories,	
			principles, and	
			models of	
			communication to	
			a leadership role	
			within a specific	
			context.	
			Apply the	
			principles of	
			effective	
			communications	
			in media	
			relations.	
Interpersonal skills	Interpersonal skills	10622	Identify, explain	No
and Time			and describe the	
management			purpose and	
			Process of	
			scheduling	
			activities in own	
			business.	

		•	Organise and	
			prepare business	
			activities and	
			Estimate their	
			duration.	
		•	Develop	
			strategies to deal	
			with interruptions.	
		•	Develop an	
			effective business	
			schedule.	
			scriedule.	
	444-00			
Time management	114589	•	Demonstrate an	No
			understanding of	
			communication	
			channels in	
			Business and	
			everyday life.	
		•	Conduct written	
			and verbal	
			communication	
			within the	

		business	
		environment.	
		environment.	
		• Use	
		communication in	
		a business	
		environment.	
		Maximise the use	
		of time.	
	44770		
Anger Management	14776	Manage anger to	No
		enhance personal	
		effectiveness.	
		Organise oneself	
		for work.	
		Apply stress	
		management	
		techniques.	
Conflict Management	114226	Describe the resting	No
Conflict Management	114220	Describe the main	No
		sources of conflict.	
		Explain	
		appropriate	
		techniques in	

		conflict	
		management.	
		Describe the	
		appropriate action	
		plan and	
		Strategies to	
		manage conflict.	
		Explain the	
		attributes of an	
		effective conflict	
		manager.	
Emotional Intelligence	252031	Demonstrate	No
		knowledge and	
		understanding of	
		the principles and	
		concepts of	
		emotional	
		intelligence in	
		respect of life and	
		work relations.	
		Analyse the role of	
		emotional	
		intelligence in	

		interpersonal and	
		intrapersonal	
		relationships in life	
		and work	
		situations.	
		Analyse the	
		Impact of	
		emotional	
		intelligence on life	
		and work	
		interactions.	
		Evaluate own	
		level of emotional	
		intelligence in	
		order to determine	
		development	
		areas.	
Managing Generation "Y"	Workshop	Recognising	No
		Current	
		Generation 'Y'	
		strengths and	
		challenges.	
		ondirenges.	

		<ul> <li>How to Tap into Generation 'Y' Energy.</li> <li>How to Motivate Generation 'Y'.</li> <li>Recognising Generational Differences.</li> </ul>	
Change Management	115407	<ul> <li>Explain why change management is an important process for organisations to achieve trading results.</li> <li>Identify examples of planned change and reactive change in an organisation.</li> </ul>	No

	- Decembe a model
	Describe a model
	for effective
	change
	management and
	its management.
	Identify reasons
	for resistance to
	change and
	indicate ways to
	overcome them.
	Identify the risks
	inherent in any
	change
	management
	programme and
	indicate ways to
	manage them.
	Identify and apply
	the competencies
	of an effective
	change agent.

Meeting and Minutes Taking	13934	Demonstrate an	Yes
		understanding of	
		the agenda of	
		meetings.	
		Explain the	
		purpose and	
		objective of	
		minutes of	
		meetings.	
		Take minutes of	
		meetings.	
Stress Management	15096	Describe stress in	No
		personal life and	
		work situations.	
		Analyse the	
		causes of stress	
		in personal life	
		and work	
		situations.	
		Describe typical	
		reactions to	
		stress.	
		Sucss.	

	Apply strategies     to manage stress     in personal life     and work     situations.	
119567	Demonstrate an     Yes	
	situation.	
	119567	to manage stress in personal life and work situations.  119567  • Demonstrate an understanding of emergency scene management. • Demonstrate an understanding of elementary anatomy and physiology. • Assess an emergency situation. • Apply First Aid procedures to the life-threatening

		Treat common injuries.
Firefighting	12484	<ul> <li>Discuss and explain procedures for dealing with fires in the workplace.</li> <li>Identify the type of fire, its context and select the appropriate firefighting procedure.</li> <li>Identify, select, and check appropriate firefighting and safety equipment.</li> </ul>

Executive Secretarial	110531	<ul> <li>Fight containable         /extinguishable         fires.</li> <li>Retreat from fire         site and hand over         to appropriate         personnel.</li> <li>Report/record         status of fire and         equipment.</li> </ul>	Yes
Training	110331	<ul> <li>Analyse     administrative     functions and     structures, and     assess systems     needed.</li> <li>Research and     develop plans for     the establishment     and improvement     of administration     systems.</li> </ul>	165

		<ul> <li>Implement         administrative         systems.</li> <li>Provide         monitoring, control         and evaluation of         administration         systems.</li> </ul>	
Creative / Narrative writing	119459	<ul> <li>Write/sign         effectively and         creatively on a         range of topics.</li> <li>Choose language         structures and         features to suit         communicative         purposes.</li> <li>Edit         writing/signing for         fluency and unity.</li> </ul>	Yes
Archiving system	14340	Store information     using an existing     storage system.	Yes

		<ul> <li>Retrieve information from an existing storage system.</li> <li>Store valuable documentation and reference materials securely.</li> </ul>	
Maintaining Work Life Balance Workshop	113907	<ul> <li>Explain the         Concept of         wellness.</li> <li>Identify factors         that influence         wellness and the         effects of wellness         over time.</li> <li>Investigate the         effect of wellness         on people in a         group or team.</li> <li>Discuss ways to         improve the</li> </ul>	No

		Wellness of a	
		group or team.	
Sage	113911	Demonstrate	Yes
		knowledge and	
		understanding of	
		the kind of	
		information	
		stored.	
		Manage data in an	
		electronic system.	
		Use information in	
		an electronic	
		system to manage	
		client	
		relationships.	
		Demonstrate	
		knowledge and	
		understanding of	
		potential	

		integration of the system with other systems.	
Office Administration	110531	<ul> <li>Analyse         administrative         functions and         structures, and         assess systems         needed.</li> <li>Research and         develop plans for         the establishment         and improvement         of administration         systems.</li> <li>Implement         administrative         systems.</li> <li>Provide         monitoring, control</li> </ul>	Yes

		and evaluation of	
		administration	
		systems.	
Self-Management	14048	Take conscious	No
		decision to	
		improve towards	
		excellence	
		through the use of	
		self-analysis.	
		Believe in one's	
		personal	
		capabilities	
		through positive	
		self-esteem.	
		Neutralize	
		stressful	
		influences and to	
		maintain	
		effectiveness	
		3113341311333	

			Through stress	
			tolerance.	
			Apply conscious	
			decision to	
			succeed through	
			resiliency.	
Other training	Sign Language Training	115079	Ask permission of	Yes
interventions			a Deaf person	
			using South	
			African Sign	
			Language (SASL).	
			Offer thanks and	
			apologies	
			involving a Deaf	
			person using	
			South African Sign	
			Language (SASL).	
			Make a request of	
			a Deaf person	
			using South	
			African Sign	
			Language (SASL).	
		1		

		Offer assistance	
		to a Deaf person,	
		using South	
		African Sign	
		Language	
		(SASL).	
Corporate Governance and	264400	Determine own     No	
Ethics Workshop		accountability in	
		respect of	
		corporate	
		governance.	
		Develop	
		processes for	
		operationalising	
		the corporate	
		governance policy	
		of the entity within	
		the function.	
		Determine own	
		accountability in	
		respect of	ļ

corporate	
governance.	
Develop	
processes for	
operationalising	
the corporate	
governance policy	
of the entity within	
the function.	
Assess and apply	
the key issues	
critical for	
Compliance with	
corporate	
governance	
principles.	
Assess key	
procurement	
concepts to	
Determine their	
Impact on	
corporate	
governance and	

		social	
		responsibility.	
		Evaluate the	
		legislative	
		environment	
		influencing	
		corporate	
		governance and	
		social	
		responsibility.	
Interpreting Financial	117156	Analyse the basic	Yes
Statements		elements of an	1.00
Otatements			
		income and	
		expenditure	
		oxportation o	
		statement.	
		statement.	
		statement.  • Analyse the basic	
		statement.  • Analyse the basic elements of a	
		statement.  • Analyse the basic elements of a balance sheet.	
		statement.  • Analyse the basic elements of a balance sheet.  • Compile a	
		statement.  • Analyse the basic elements of a balance sheet.  • Compile a personal assets	
		statement.  • Analyse the basic elements of a balance sheet.  • Compile a	
		statement.  • Analyse the basic elements of a balance sheet.  • Compile a personal assets	

		Use the evidence     in financial     statements to     make a financial     decision.
Best Practices for managing Accounts Payable	119350	Demonstrate an understanding of accounting principles and reporting requirements and nature of functions in the public sector.      Use accounting techniques and approaches to process financial information.      Apply end of period accounting procedures in the

	Preparation of
	financial
	statements.
	Apply procedures
	necessary for
	control over cash
	transactions and
	balances.
	Utilise procedures
	for reporting and
	recording
	accounts
	receivables.
	Utilise procedures
	for recording and
	reporting on
	liabilities in the
	public sector.

Supply Chain Management	119345	Identify and apply	Yes
		the principles of	
		Supply Chain	
		Management.	
		Apply Supply	
		Chain	
		Management	
		policies and	
		procedures within	
		the public sector.	
		Utilise supply	
		chain	
		management	
		systems and	
		resources to fulfil	
		the function	
		effectively.	
		Secure and	
		manage supplier	
		contracts.	
	I		

Understanding the Elements of King IV	12885	<ul> <li>Explain the responsibilities of the different role players.</li> <li>Prepare information concerning practical aspects of corporate governance and accountability.</li> <li>Demonstrate knowledge of risk management elements related to corporate governance.</li> </ul>	Yes
Monitoring and Evaluation	337059	Contextualise     different     approaches to and     theories of     Monitoring and     evaluation in a	Yes

	particular
	organisation.
	understanding of
	research design
	and methodology
	for monitoring and
	evaluation an
	organisation or
	programme in a
	specific context.
	Design a
	monitoring and
	evaluation plan for
	a specific context.
	Collect
	appropriate data
	aligned to specific
	indicators in a
	monitoring and
	evaluation plan.
	'

		<ul> <li>Analyse and interpret collated data.</li> <li>Present the Findings and recommendations of a monitoring and evaluation project or plan.</li> </ul>	
End to end Supply Chain	119345	<ul> <li>Identify and apply the principles of supply chain management.</li> <li>Apply supply chain management policies and procedures within the public sector.</li> <li>Utilise supply chain management systems and</li> </ul>	

 	 1		
		resources to fulfil	
		the function	
		effectively.	
	•	Secure and	
		manage supplier	
		contracts.	
ISO9001		No. de 4e	No
	•	Needs to	
ISO14001		demonstrate its	
ISO45001		ability to	
		consistently	
		provide products	
		and services that	
		meet customer	
		and applicable	
		statutory and	
		regulatory	
		requirements, and	
	•	Aims to enhance	
		customer	
		satisfaction	
		through the	
		effective	
		application of the	
		system,	

	including process	
	es for	
	improvement of	
	the system and	
	the assurance of	
	conformity to	
	customer	
	and applicable	
	statutory and	
	regulatory	
	requirements.	
ISO 14001: 2015	Responds to the	
100 110011 2010	latest trends, such	
	as an increasing	
	recognition by	
	companies to	
	factor in both	
	external and	
	internal elements	
	that influence their	
	impact, including	
	climate volatility.	
	ominate volumity.	

	Other key
	improvements in
	the new version
	include:
	A greater
	commitment from
	leadership.
	An increased
	alignment with
	strategic direction
	Greater protection
	for the
	environment, with
	a focus on
	proactive
	initiatives.
	More effective
	communication,
	driven through a
	communication
	strategy.
	Life cycle thinking,
	considering each

1	stage of a product
	or service, from
	development to
	end-of-life.
	Promotes a safe and
	healthy working
ISO 45001: 2018	environment by providing a
	framework that helps
	organizations to:
	Identify and
	control health and
	safety risks.
	Reduce the
	potential for
	accidents.
	Aid legal
	compliance.
	Improve overall
	performance.

Business Research	Social media - Content	114583	Demonstrate	Yes
Intelligence and	creation and marketing		knowledge of	
Communications Unit			marketing	
(BRICS) Training			concepts	
			applicable to a	
			new venture	
			operation.	
			Analyse the	
			product/service	
			requirements of	
			the target market	
			of a new venture.	
			Demonstratean	
			understanding of	
			the market	
			research process.	
			Develop a	
			marketing plan for	
			a new venture.	
			Evaluate and	
			Modify the	
			marketing plan.	

Digital Marketing / digital	244612	Assessing	Yes
content and copywriting		media/channels	
		for creative	
		application.	
		Describe the	
		impact of target	
		market	
		characteristics on	
		creative options.	
		Adapt writing to	
		given mediums.	
		Adapt writing to	
		specific categories	
		and markets.	
		Evaluate copy	
		Against given	
		specifications.	
Brand Communication/Managemen	10048	Describe factors	Yes
t		influencing	
		branding.	
		Explain brand	
		familiarity.	

	ntroduction to desktop	117666	Demonstrate an	Yes
pı	ublishing		understanding of	
			Desktop	
			Publishing.	
			Apply Desktop	
			Publishing	
			processes.	
			Test the	
			completed work	
			against objectives.	
			Present the	
			results.	
	Advanced Graphic	117635	Define the	Yes
	Designing		essence and	
			scope of graphic	
			design.	
			Explain the	
			principles of	
			graphic design.	
S	Statistical Package for the	258741	Understand and	Yes
S	Social Sciences (SPSS)		construct	
D	Oata Analysis		frequency bar	
			charts.	

		<ul> <li>Understand scatterplots.</li> <li>Understand and interpret Stem and Leaf displays.</li> <li>Understand and explain Box Plots.</li> </ul>
Power BI	119351	Describe the basic elements of a computer-based information system.      Utilise computer applications commonly found in the public sector environment.      Identify opportunities to use the computer as a management tool.  Yes  Yes

		<ul> <li>Monitor and control information to prevent technology risks.</li> </ul>	
ablic Relations anagement	115410	<ul> <li>Explain the nature and purpose of PR.</li> <li>Explain the role of PR in the organisation.</li> <li>Assist with PR operations related to open -days.</li> <li>Assist with PR operations related to exhibitions.</li> <li>Assist with PR operations related to exhibitions.</li> <li>Assist with PR operations related to conferences, seminars and special events.</li> </ul>	Yes

	Data/ Digital Analytics	10056	Analyse data and	Yes
			marketing	
			information.	
			Interpret data and	
			marketing	
			information.	
RISK AND	Remote Barn Owl Risk	N/A	Training on Power	Yes
COMPLIANCE	Management Sessions 1&2-		BI.	
	(target Free refresher		Refresher training	
	training)		for the new	
			module on	
			Barnowl.	
	Public Sector Enterprise Risk	N/A	Public Sector	Yes
	Management (ERM):		ERM.	
	Aligning Risk, Strategy, and		SWOT analysis.	
	Performance		Risk registers.	
			Historical data	
			analysis.	
			Risk governance	
			and board.	
			The risk universe.	
			King IV	

		Understanding	
		COSO and ISO	
		31000:2018	
		Regulatory	
		regime and its	
		impact.	
		Public Legal and	
		compliance	
		considerations in	
		the public sector.	
		Establish key risk	
		indicators (KRIs).	
		Create risk	
		dashboards and	
		reports.	
		Escalation	
	2	procedures for	
		high-risk	

		situations sector view of ERM.	
Business Resiliency and Risk	N/A	<ul> <li>Training on         Business         Resiliency and         Risk on how to         develop and         enhance         organisational         resilience.</li> <li>Design and         deliver effective         exercises for         crisis, emergency         and business         continuity         management         programmes.</li> </ul>	Yes

		Conducting	
		effective Business	
		Impact Analysis.	
Risk Appetite and Tolerance	N/A	Practical	Yes
		Implementation of	
		Risk Appetite and	
		Tolerance.	
		Explain the	
		difference	
		between risk	
		appetite, risk	
		tolerance and	
		thresholds.	
		Develop a risk	
		appetite	
		framework and	
		supporting	
		governance	
		processes.	
		Develop risk	
		appetite metrics	

		and trigger levels	
		for action.	
		ioi action.	
		Customise and	
		use risk appetite	
		within your	
		organisations	
		ERM framework.	
		LIXW Hamework.	
		Establish Key Risk	
		and control	
		indicators based	
		on the risk	
		appetite metrics.	
		appetite metrics.	
Compliance Risk	N/A	Understand the	Yes
Management Plan training		compliance	
		management	
		process, a basic	
		functional	
		understanding of	
		key compliance	
		principles &	
		activities.	

Compliance Monitoring training	N/A	The practical application of the CRMP process, and principles, methods, tools and options.	Yes
Compliance Policy and Framework training	N/A	The effectiveness of the Management of compliance risks and identify areas of weakness that need to be Improved or enhanced.	Yes
Professional Evaluation and Certification Board (PECB) high level Management training for Executive Management for BCM and BCM Champions	N/A	<ul> <li>Introduction to         Business         continuity     </li> <li>Benefits of         Business         Continuity.     </li> </ul>	No

		What is Business	
		Continuity	
		Management?	
		BCM Key	
		Functional	
		Elements.	
		Business	
		Continuity	
		Management	
		Objectives.	
		Drivers of	
		Business	
		Continuity	
		Management.	
		Key Concepts	
		Business	
		Continuity	
		Terminology.	
		· ·····	

Supply Chain	Contract Management and	377896	Explain the	Yes
Management	Negotiations		Legislative	
			Environment, the	
			role players,	
			terminology and	
			the role of	
			contract	
			documents	
			pertaining to	
			contract	
			management.	
			Perform Contracts	
			Administration	
			activities.	
			Perform Records	
			Management	
			activities.	
			Manage	
			Relationships and	
			Monitor	
			Performance on	
			Contracts.	

Supplier Relationship	336719	Interpret the	Yes
Management		organisational	
		strategy and	
		identify the issues	
		and focuses to be	
		included in	
		relationship	
		management	
		strategies.	
		Analyse the	
		relationship	
		between supply	
		chain partners	
		and effective	
		contract	
		management.	
		Build and	
		maintain good	
		customer	
		relationships.	
		Analyse ethical	
		and professional	
		issues relating to	

		supplier and	
		customer	
		relations.	
BBBEE Training	N/A	Introduction to	No
(Intermediate Training on the		BBBEE	
Procurement, Socio-		Foundational	
Economic, Enterprise &		knowledge about	
Supplier Development		BBBEE, historical	
Scorecards and Calculating		context,	
Total Measured		objectives, and	
Procurement Spend)		principles of	
, ,		BBBEE within the	
		South African	
		business	
		landscape.	
		Levels of BBBEE:	
		Levels or	
		Categories of	
		BBBEE, the	

scorecard system
used to measure
empowerment
levels, ownership,
management
control, skills
development, and
Verification and
Accreditation
Process for
BBBEE
compliance.
Ethics and Legal
Considerations
frameworks
related to BBBEE,
anti-fronting and a second a second and a second a second and a second a second and
legislation,
fraudulent
practices, and the
importance of
transparency and

		integrity in BBBEE initiatives.  BBBEE Compliance and Scorecards.	
PFMA & Treasury Regulations	114873	<ul> <li>Demonstrate an understanding of the Public Finance Management Act (PFMA).</li> <li>Apply rules and regulations to administration of office finance.</li> <li>Describe the elements of an income and expenditure statement.</li> <li>Assist in planning and preparing a</li> </ul>	S

			budget for own section.  • Analyse a basic balance sheet.	
Human Resources (HR)	Developing and Aligning HR Polices to Human Resource (HR) Standards and a Post - Pandemic world of work	N/A	<ul> <li>Embrace Flexible Work Arrangements.</li> <li>Redefine Company Culture.</li> </ul>	Yes
			<ul> <li>Prioritize         Employee Well-         being The blurring         boundaries         between work and         personal life.     </li> </ul>	
			Digital     Transformation of HR.	

Risk Management for	252025	<ul> <li>What is HR risk</li> </ul>	Yes
Human Resource (HR)		management?	
Professionals Workshop		<ul> <li>What are the key</li> </ul>	
, and the second second		risk areas?	
		Why is HR risk	
		management	
		important?	
		Creating risk	
		management	
		plan.	
Service Delivery Best	N/A	HR operating	No
Practices Impacting Human		model.	
Resources (HR) Effectiveness Workshop		Channels through	
		which HR	
		presents itself to	
		its internal	
		customers	
		(employees,	
		managers, etc.) to	
		deliver services.	
		Structure, roles,	
		processes, and	
		technology used	
		teorinology used	

by HR to provide
support.
Components of an
HR Service
Delivery Model.
Roles and
Structure:The
model defines the
roles within HR,
such as HR
business partners,
specialists, and
shared services. It
also outlines the
organizational
structure.
Capabilities
include the skills
and competencies
required for each
role.
Processes, the
processes

Delivering HR services, such as talent acquisition, on boarding, benefits administration, performance management, and employee relations. • Enablers, Factors that support service delivery, such as technology, governance, and measurement. • Customer-Centric Approach, adopting a "customer-centric"			Involved in	
talent acquisition, on boarding, benefits administration, performance management, and employee relations. • Enablers, Factors that support service delivery, such as technology, governance, and measurement. • Customer-Centric Approach, adopting a			Delivering HR	
on boarding, benefits administration, performance management, and employee relations.  • Enablers, Factors that support service delivery, such as technology, governance, and measurement.  • Customer-Centric Approach, adopting a			services, such as	
benefits administration, performance management, and employee relations.  • Enablers, Factors that support service delivery, such as technology, governance, and measurement.  • Customer-Centric Approach, adopting a			talent acquisition,	
administration, performance management, and employee relations.  • Enablers, Factors that support service delivery, such as technology, governance, and measurement.  • Customer-Centric Approach, adopting a			on boarding,	
performance management, and employee relations. • Enablers, Factors that support service delivery, such as technology, governance, and measurement. • Customer-Centric Approach, adopting a			benefits	
management, and employee relations.  Enablers, Factors that support service delivery, such as technology, governance, and measurement.  Customer-Centric Approach, adopting a			administration,	
employee relations.  Enablers, Factors that support service delivery, such as technology, governance, and measurement.  Customer-Centric Approach, adopting a			performance	
relations.  Enablers, Factors that support service delivery, such as technology, governance, and measurement.  Customer-Centric Approach, adopting a			management, and	
<ul> <li>Enablers, Factors that support service delivery, such as technology, governance, and measurement.</li> <li>Customer-Centric Approach, adopting a</li> </ul>			employee	
that support service delivery, such as technology, governance, and measurement.  Customer-Centric Approach, adopting a			relations.	
service delivery, such as technology, governance, and measurement.  Customer-Centric Approach, adopting a		•	Enablers, Factors	
such as technology, governance, and measurement.  Customer-Centric Approach, adopting a			that support	
technology, governance, and measurement.  Customer-Centric Approach, adopting a			service delivery,	
governance, and measurement.  Customer-Centric Approach, adopting a			such as	
measurement.  • Customer-Centric Approach, adopting a			technology,	
Customer-Centric     Approach,     adopting a			governance, and	
Approach, adopting a			measurement.	
adopting a		•	Customer-Centric	
			Approach,	
"customer-centric"			adopting a	
000001101 0011010			"customer-centric"	
approach, HR			approach, HR	

Focuses on
meeting the needs
of its internal
customers.
Customer
satisfaction is
measured, and
continuous
improvement is
implemented.
Drivers for
Change in Service
Delivery Models:
Workforce Shifts,
Changes in
workforce
demographics,
remote work, and
gig economy
dynamics impact
how HR services
are delivered.
ard doinvoicd.

	Technological	
	Advances,	
	Automation, self-	
	service portals,	
	And Al-driven	
	Tools influence	
	service delivery.	
	Business	
	Strategy: Aligning	
	HR service	
	delivery with	
	organizational	
	goals and	
	priorities.	
	Benefits of	
	Effective HR	
	Service Delivery	
	Models Efficiency:	
	Streamlined	
	processes reduce	
	administrative	
	burden. Employee	
	Experience:	
	•	

		Improved services	
		enhance	
		employee	
		satisfaction. Cost	
		Savings: Efficient	
		models lead to	
		cost savings.	
		Strategic Impact:	
		Effective service	
		delivery supports	
		organizational	
		success.	
Human Resources (HR)	N/A	Purpose and	No
Standards Workshop		Governance	
		Mechanism and Sound	
		HR practice.	
		Minimum set	
		of good HR	
		practices that	
		organizations	
		should	
		implement.	

		Practice Standards, operations/tactical processes within specific areas of HR management.	
Strategic HR Business Partnering Workshop	N/A	This workshop is designed to Elevate HR professionals into strategic business partners. Participants will Enhance their strategic thinking, leadership capabilities, and business acumen within the dynamic field of Human Resources.	No

	The workshop
	Goes beyond
	traditional HR
	functions,
	focusing on
	Aligning HR
	Strategies with
	overall business
	objectives.
	Attendees will
	gain insights into
	crafting HR
	Initiatives that
	drive
	organizational
	success.
	Understand the
	evolution and
	Importance of
	Strategic HR
	management.
	Explore HR's role
	As a strategic

Partner in
organizational
success.
Learn techniques
to align HR
strategies with
overall business
goals.
Conduct a
strategic analysis
of the business
environment.
Enhance
leadership and
communication
skills for effective
engagement with
organizational
leaders.
Develop strategic
thinking and
problem-solving

capabilities within
an HR context.
Explore the role of
emotional
intelligence in HR
leadership.
Understand the
importance of
workforce
planning in
achieving
organizational
objectives.
Identify and
Develop key
talents within the
organization.
Develop Key
Performance
Indicators (KPIs)
to measure HR's
impact on

	organizational
	success.
	Evaluate HR
	Programs and
	Initiatives using
	effective
	measurement
	methods.
	Identify current
	trends and
	challenges in the
	HR landscape and
	explore
	continuous
	improvement
	strategies for
	Enhancing HR
	effectiveness.

	Job Evaluation	337064	Explain the role	Yes
			and	
			responsibilities of	
			a job evaluation	
			panellist.	
			Explain a job	
			evaluation	
			process and the	
			implications for	
			panel	
			recommendation.	
			Apply knowledge	
			of a business	
			environment to	
			make an informed	
			recommendation.	
Information	Azure for Data Engineer	N/A	Introduction to	No
Communications			Data Engineering	
Technology (ICT)			on Azure	
			• Exam DP-203:	
			Data Engineering	
			on Microsoft	
			Azure is a	

	comprehensive	
	certification that	
	covers various	
	aspects of data	
	engineering in	
	Azure.	

Azure for Data Scientist	N/A	Certification Exam	No
		Preparation:	
		The certification	
		exam for Azure	
		Data Scientist	
		Associate is DP-	
		100: Designing	
		and Implementing	
		a Data Science	
		Solution on	
		Azure.	
		The exam	
		objectives and	
		skills measured	
		are: Design and	
		prepare a	
		machine learning	
		solution. Explore	
		data and train	
		models. Prepare	
		a model for	
		deployment.	
		uepioyinient.	

		Deploy and	
		retrain a model.	
Azure DevOps Engineer	N/A	Certification:	No
Azure DevOps Engineer	IN/A	Earn the Microsoft	No
		Certified: DevOps	
		Engineer	
		Expert certificatio	
		n.	
		To qualify, one	
		must hold at least	
		one of the	
		following	
		certifications:	
		Microsoft	
		Certified: Azure	
		Administrator	
		Associate	
		Microsoft	
		Certified: Azure	

		Developer	
		Associate	
		certification	
		validates	
		expertise in	
		enabling	
		continuous	
		delivery using	
		Azure DevOps.	
Amount a button Arabitant	NI/A		N N
Azure solution Architect	N/A	AZ-300 Exam	No
		1. Here are the	
		topics covered in	
		the <u>AZ-300</u>	
		exam and the	
		relative weight of	
		each section:	
		Deploy and	
		Configure	
		Infrastructure (25-	
		30%).	
		Implement	
		Workloads and	

			Security (20- 25%).  Create and Deploy Apps (5- 10%).  Implement Authentication and Secure Data (5-10%).  Develop for the Cloud and for	
Orașio I	inus System	N/A	Azure Storage (20-25%). This course covers	No
administ	ration 1 & 2		essential skills for Oracle Linux administrators.  • Installation:	No
			Install Oracle Linux 7.  • Kernel Configuration: Understand and	

Use the
Unbreakable
Enterprise Kernel
(UEK).
Software
Management:
Install packages
from Unbreakable
Linux Network and
other repositories.
Ksplice: Learn to
update the kernel
without rebooting.
User and Group
Administration:
Set up users and
groups.
Networking:
Configure network
settings.

-Security: Manage firewall,
iptables, and other security
features.
-Oracle Database
Preparation: Prepare the
system for Oracle
Database.
-Monitoring and
Troubleshooting: Utilize
Linux monitoring tools and
troubleshoot issues.
Oracle Linux
System
Administration II:
-This advanced course
builds on the skills from the
first course. Topics include:

	-Storage and File Systems:	
	Learn about partitions, file	
	systems, and swap.	
	-IPv6 Configuration:	
	Understand IPv6	
	networking.	
	-OpenSSH Tools: Master	
	ssh, scp, sftp, and ssh-	
	keygen.	
	-System Logging:	
	Configure system logs.	
	-Oracle on Oracle: Explore	
	Oracle's comprehensive	
	solution.	
	Touchtonhooffen	
	Troubleshooting:	
	Learn how to	
	troubleshoot	
	problems	
	effectively.	
	Pre-requisites:	

		-Familiarity with UNIX and Linux basics is helpful. If needed, consider reviewing the UNIX and Linux Essentials course.	
TOGAF 9.2 Foundation	N/A	The TOGAF® 9.2 certification is administered by The Open Group, an organization that provides guidance on implementing, deploying, managing, and maintaining enterprise architecture.  1. Understand the Basics:	No

concepts,
principles, and
terminology.
Level 2: Certified:
Involves deeper
understanding,
application, and
analysis of
TOGAF
concepts <sup>1</sup> .
2.Study Resources:
TOGAF Study
Guide Resources:
-The Open Group provides
study guides for both the
3rd and 4th editions of
TOGAF.
-TOGAF Certification for
People program, ADM
(Architecture Development
Method), and more.
Outing Courses
Online Courses:

aprolling in online courses
-enrolling in online courses
that specifically
cover TOGAF 9.2 Part 1
Foundation.
-Platforms like Udemy offer
comprehensive video
courses to guide through
essential concepts and
methodologies.
Study Guides:
-Explore study guides like
the Togaf® 9 Foundation
Study Guide (4th
Edition).
-This resource supports
students preparing for
the TOGAF 9 Part 2
Examination.
It covers learning
objectives beyond the

foundation level,
emphasizing application
and analysis <sup>4</sup> .
Official
Documentation:
-Refer to the <b>TOGAF</b>
Library for detailed
information and official
documentation.
Practice and     Review:
-Take advantage of
practice exams and
sample questions.
-Understand
the Architecture
Development Method
(ADM) thoroughly.
-Familiarize oneself with
key concepts, such as

		architecture content metamodels and catalogues.	
		-Apply knowledge to practical scenarios.	
Introduction to Power BI Platform	N/A	1.Microsoft PL-300: Power BI Data Analyst Exam:  This exam assesses your skills related to Power BI data analysis. It covers topics such as connecting to data sources, evaluating data, and understanding column properties.  Udemy that covers Power BI	No

		Essentials and	
		exam preparation.	
Advanced DAX for Microsoft Power BI	N/A	1. Advanced DAX for Microsoft Power BI Desktop (Udemy):	No
		-This hands-on, project-	
		based course is designed	
		for users who want to take	
		their Power BI skills to the	
		next level.	
		-Application of DAX skills	
		to real-world business	
		intelligence use cases.	
		-The course covers topics	
		such as DAX formula and	
		storage engines, query	
		evaluation, columnar	
		structures, and VertiPaq	
		compression.	

	-In addition, , explore	
	scalar functions, iterators,	
	advanced time intelligence,	
	calculated table joins, and	
	more.	
	2. Microsoft Certified:	
	Power BI Data Analyst	
	Associate:	
	-While not specifically an	
	"Advanced DAX" exam,	
	the <b>PL-300</b>	
	certification assesses	
	your skills related to Power	
	BI data analysis.	
	-It covers areas such as	
	using Power Query, writing	
	DAX expressions,	
	assessing data quality, and	
	understanding data security	

		(including row-level security	
		and data sensitivity).	
		3. Additional Study Resources:	
		-Explore the full course	
		outline of the Udemy	
		course mentioned above to	
		understand the depth of	
		DAX topics covered.	
		-Consider other learning	
		platforms ike Class Central	
		for related courses.	
		- Explore tools like DAX	
		Studio and Power BI's	
		Performance Analyser.	
Data Warehousing	N/A	1. TestDome:	No
		-Test Dome offers a <b>Data</b>	
		Warehouse Online	
		Test that assesses	
		knowledge of creating and	

Administering data
warehouses.
-The test includes SQL live
coding tasks related to
CRUD operations, schema
conversion, OLAP cubes,
and SQL queries.
-It's a great way to practice
and earn a certificate of
achievement
2. Career Ride:
-Career Ride provides
an online practice test on
Data Warehousing.
-The test contains multiple-
choice questions (MCQs)
to evaluate your
knowledge.

		-lt's suitable for technical	
		rounds of job interviews,	
		written tests, and	
		certification preparation.	
		3.Udemy Practice Exams:	
		-Udemy offers <b>Data</b>	
		Warehousing Practice	
		Exams for Interviews.	
		-These timed tests cover	
		topics like Data	
		Warehousing, Data	
		Modelling, and related	
		concepts.	
Dia Data	NI/A	4 AMC Contition Din Date	NI-
Big Data	N/A	1. AWS Certified Big Data - Specialty (BDS-C00):	No
		-This certification exam is	
		intended for individuals who	
		perform complex Big Data	

analyses using Amazon
Web Services (AWS).
-It validates technical skills
and experience in
designing and
Implementing AWS
services to derive value
from data.
-The exam covers topics
such as core AWS Big Data
services, architectural best
practices, automation of
data analysis, and security
best practices.
-Recommended knowledge
includes at least 2 years of
experience using AWS
technology and familiarity
with data analytics
concepts.

		-Preparation resources include AWS training, whitepapers, and documentation.	
Data Analytics	N/A	1. Google Data Analytics Professional Certificate:  -This certificate program, available on Coursera, provides in-demand skills for a career in data analytics.  - data cleaning, analysis, visualization, and tools like spreadsheets, SQL, R programming, and Tableau.  -No degree or prior experience is required, making it accessible for beginners.	No

	2. Data Analyst Free Practice Exams:	
	-Test your knowledge with	
	free practice exams	
	designed to simulate the	
	official Data Analyst exam.	
	-These exams cover	
	knowledge-based	
	questions related to data	
	analytics concepts and	
	tools.	
	-Use them to assess your	
	readiness and reinforce	
	your understanding.	
	3. AWS Certified Data Analytics – Specialty (DAS-C01):	
	- the AWS certification.	
	-The exam covers topics	
	like data lakes, data	

	warehousing, and analytics	
	services on AWS.	
	-lt's a valuable credential	
	for professionals working	
	with big data and analytics	
	in the AWS ecosystem.	
	4. Other Data Analytics	
	Certifications:	
	-Explore additional	
	certifications from	
	organizations like CompTIA	
	and other educational	
	institutions.	
	-These certifications cover	
	a broad array of skills and	
	can help advance your	
	career in data analytics.	

Microsoft Teams Support Engineer Specialty	N/A	Here are some key details	No
Engineer epodicity		about the certification:	
		2 117 1	
		Certification	
		Name: Microsoft	
		365 Certified:	
		Teams Support	
		Engineer	
		Specialty.	
		• Exam Code: MS-	
		740.	
		Skills Tested:	
		Troubleshooting	
		Microsoft Teams.	
		Level: Specialty	
		(reflecting the	
		complexity of the	
		support engineer	
		role).	
		Preparation	
		Resources: Use	
		the associated	
		Micro	

		soft Teams self- paced learning path on Microsoft Learn to prepare for the exam.  -This globally recognized	
Missos of Tanas Visia	N/A	certification can distinguish support engineers and provide a competitive advantage for Microsoft partners, especially cloud solution providers (CSPs).	
Microsoft Teams Voice Engineer	N/A	The Microsoft Teams Voice Engineer certification validates your expertise in planning, designing, configuring, maintaining, and troubleshooting integrated communications solutions within an	No

	organization. Here are the	
	key details about this	
	certification:	
	1. Exam MS-720:	
	Microsoft Teams Voice	
	Engineer:	
	-Purpose: This exam	
	assesses your skills related	
	to Microsoft Teams voice	
	engineering. It covers	
	topics such as managing	
	certified Teams devices,	
	audio/video conferencing,	
	and voice migration.	
	A 11 B 61 A	
	-Audience Profile: As a	
	Microsoft Teams voice	
	engineer, you collaborate	
	with telephony providers	
	and third-party vendors to	
	enable advanced voice	

features in Microsoft
Teams <sup>1</sup> .
-Passing Score: To pass,
you need a score of 700 or
greater.
-Certification Renewal:
Microsoft associate, expert,
and specialty certifications
expire annually. You can
renew by passing a free
online assessment on
Microsoft Learn.
1. Useful Links:
-Study Guide for Exam MS-720
-Sample Practice Exam for MS-720
IVIO-720
2. Microsoft 365
Certified: Teams Voice
Engineer Expert:

	-Description:This	
	certification is now in	
	general availability. To earn	
	it, you must pass Exam MS-	
	720: Microsoft Teams	
	Voice Engineer and also	
	earn the Microsoft 365	
	Certified: Teams	
	Administrator Associate	
	certification.	
	-Additional Requirement:	
	Candidates must also pass	
	Exam MS-700: Managing	
	Microsoft Teams (currently	
	in beta) to complete this	
	certification.	

	oft Teams	N/A	The Microsoft 365	No
Adminis	strator Associate		Certified: Teams	
			Administrator	
			Associate certification	
			focuses on planning,	
			deploying, configuring,	
			and managing Microsoft	
			Teams within a Microsoft	
			365 environment. Here	
			are the key details about	
			this certification:	
			Skills Measured:	
			-Configure and manage a	
			Teams environment.	
			Managa taama ahannala	
			-Manage teams, channels,	
			chats, and apps.	
			Handle meetings and	
			calling.	

Monitor, report on,
and troubleshoot
teams.
Prerequisites:
-A working knowledge of
Microsoft 365 services,
including:
-Microsoft 365 groups
-Microsoft SharePoint
-OneDrive
-Microsoft Exchange
-Microsoft Defender XDR
-Microsoft Purview
-Microsoft Entra ID

		-Familiarity with integrating	
		and extending Teams	
		using:	
		-Microsoft Copilot for	
		Microsoft 365	
		-Microsoft Viva	
		-Power Platform	
		-Third-party apps	
		-Custom apps.	
		Exam Details:	
		-Exam Code:	
		-MS-700	
Microsoft Exchange Online	N/A	The Microsoft 365	No
Support Engineer Specialty		Certified: Exchange	
		Online Support	
		Engineer	
		Specialty certification is	
		now available.This	

Certification validates
your expertise in
identifying,
troubleshooting, and
resolving issues related
to Microsoft Exchange
Online and hybrid
Exchange environments.
Here are the key details:
Certification
Exam:
-Exam Code: MS-220
-Title Troubleshooting
Microsoft Exchange Online
Tonica Covered: The
-Topics Covered: The
exam assesses your skills
in resolving complex technical issues related to
Exchange Online. It
includes troubleshooting,

		case management, and collaboration practices.  Prerequisites: -Candidates should have experience with PowerShell and the Exchange PowerShell module, along with familiarity in deploying and managing Exchange Online environments.	
Troubleshoot Microsoft Exchange Online	N/A	Exam MS-740: Troubleshooting Microsoft Exchange Online. This certification validates your expertise in troubleshooting Microsoft Teams environments and covers advanced troubleshooting methods.	No

	Here are some key details	
	about the certification:	
	-Certification Name:	
	Microsoft 365 Certified:	
	Teams Support Engineer	
	Specialty.	
	-Exam Code: MS-740	
	-Skills Tested:	
	Troubleshooting Microsoft	
	Teams.	
	-Level: Specialty	
	(reflecting the complexity	
	of the support engineer	
	role).	
	,	

Microsoft 365 security	N/A	The Microsoft 365	No
Administration		Certified: Security	
		Administrator	
		Associate certification	
		focuses on security	
		administration within	
		Microsoft 365	
		environments. As a	
		certified security	
		administrator, you'll be	
		equipped to proactively	
		secure Microsoft 365	
		enterprise environments,	
		respond to threats,	
		perform investigations,	
		and enforce data	
		governance. Here are the	
		key details about this	
		certification:	

Certification     Exam:
-Exam Code: MS-500
-Skills Measured:
-Deploy and manage a
Microsoft 365 tenant.
-Implement and manage
Microsoft Entra identity and
access.
-Manage security and
threats using Microsoft 365
Defender.
-Handle compliance using
Microsoft Purview.
-Preparing for the <b>MS-</b>
<b>500</b> exam.

Microsoft Azure	N/A	The Microsoft Certified:	No
Fundamentals		Azure	
		Fundamentals certification	
		is designed for technology	
		professionals who want to	
		demonstrate foundational	
		knowledge of cloud	
		concepts, particularly in the	
		context of Microsoft Azure.	
		This certification serves as	
		a common starting point for	
		those embarking on a	
		career in Azure.	
		Here are the key details	
		about this certification:	
		about this certification.	
		Certification	
		Name: Microsoft	
		Certified: Azure	
		Fundamentals	
		Exam Code: AZ-	
		900	
		Skills Measured:	

		-Describe cloud conceptsExplain Azure architecture and servicesDescribe Azure management and governance.	
Microsoft Azure	N/A	The Microsoft Certified:	No
Administration		Azure Administrator	
		Associate certification is	
		designed for professionals	
		who want to demonstrate	
		their expertise in	
		implementing, managing,	
		and monitoring an	
		organization's Azure	
		environment. As an Azure	
		administrator, you play a	
		crucial role in coordinating	
		with other teams to deliver	
		Azure networking, security,	

database application
database, application
development, and DevOps
solutions. Here are the key
details:
Certification
Name: Microsoft
Certified: Azure
Administrator
Associate
Exam Code: AZ-
104
Skills Measured:
-Manage Azure identities
and governance.
-Implement and manage
storage.
-Deploy and manage Azure
compute resources.

		-Implement and manage	
		virtual networking.	
		-Monitor and maintain	
		Azure resources.	
Configuring and Operating	N/A	The Microsoft Certified:	No
Microsoft Azure Virtual		Azure Virtual Desktop	
Desktop		Specialty certification is	
		designed for professionals	
		who want to demonstrate	
		their expertise in planning,	
		delivering, managing, and	
		monitoring virtual desktop	
		experiences and remote	
		apps on Microsoft Azure for	
		any device. As a candidate	
		for this certification, you	
		should have subject matter	
		expertise in designing,	
		implementing, managing,	
		and maintaining Microsoft	
		Azure Virtual Desktop	

experiences and remote
apps.
Here are the key details
about this certification:
Certification Name:
Microsoft Certified:
Azure Virtual
Desktop Specialty
Exam Code: AZ- 140
Skills Measured:
-Plan and implement an
Azure Virtual Desktop
infrastructure.
-Plan and implement
identity and security.
-Plan and implement user
environments and apps.
3333

			-Monitor and maintain an Azure Virtual Desktop infrastructure.	
Azure	Support Engineer	N/A	The Microsoft Certified:	No
Troubl	eshooting Azure		Azure Support Engineer	
Conne	ctivity		for Connectivity	
			Specialty certification is	
			designed for support	
			engineers with subject	
			matter expertise in using	
			advanced troubleshooting	
			methods to resolve	
			networking and connectivity	
			issues in Azure. To earn	
			this certification, you need	
			to pass Exam AZ-720:	
			Troubleshooting	
			Microsoft Azure	
			Connectivity.	

		Here are some key details	
		about this certification:	
		Certification	
		Name: Microsoft	
		Certified: Azure	
		Support Engineer	
		for Connectivity	
		Specialty	
		• Exam Code: AZ-	
		720	
		Skills Measured:	
		-Troubleshoot application,	
		network, and infrastructure	
		rules related to Azure	
		connectivity.	
Microsoft Azure Al	N/A	The Microsoft Certified:	No
Fundamentals		Azure Al	
		Fundamentals certification	
		is designed for individuals	
		who want to demonstrate	
		fundamental Al concepts	

related to the development
of software and services on
Microsoft Azure to create AI
solutions. As a candidate
for this certification, you
should have familiarity with
basic cloud concepts and
client-server applications.
Data science and software
engineering experience are
not required, but
awareness of these
concepts would be
beneficial.
Here are the key details
about this certification:
about this certification.
Certification
Name: Microsoft
Certified: Azure AI
Fundamentals
Exam Code: Al-
900

Skills Measured:	
-Describe Artificial	
Intelligence workloads and	
considerations.	
-Describe fundamental	
principles of machine	
learning on Azure.	
-Describe features of	
computer vision workloads	
on Azure.	
-Describe features of	
Natural Language	
Processing (NLP)	
workloads on Azure.	
-Describe features of	
generative AI workloads on	
Azure.	

Control Objectives for	N/A	The COBIT Foundation	No
Information and Related		certificate exam is	
Technology (COBIT)		available for individuals	
		who want to build their	
		expertise in the globally	
		accepted framework for	
		optimizing enterprise IT	
		governance. COBIT	
		(Control Objectives for	
		Information and Related	
		Technologies) provides	
		guidance on effective	
		governance over	
		information and technology,	
		which is critical to business	
		success. Here are the key	
		details:	
		Certification	
		Name: COBIT	
		Foundation	
		Exam Code:	
		COBIT	

Foundation
certificate exam
Format: Online,
remotely
proctored 2-hour
exam with 75
multiple-choice
questions.
Passing Score:
65% or higher.
To prepare for the exam,
you can register and take
the online exam at any time.
The COBIT Foundation
certificate
Validates your
Understanding of COBIT
principles and practices
related to governance and
management of enterprise
іт.

		Learn more about the certification on the ISACA COBIT page.	
Information Security	N/A	The Certified Information	No
Manager		Security Manager	
		(CISM) certification is	
		specifically designed for	
		individuals who want to	
		validate their expertise in	
		information security	
		management. Here are the	
		key details about the CISM	
		certification:	
		Certification	
		Name: Certified	
		Information	
		Security Manager	
		(CISM)	
		Skills Measured:	
		oring incasured.	

-Information Security
Governance
-Information Security Risk
Management
-Information Security
Program
Incident Management
-Incident Management
The CISM certification
affirms your ability to
assess risks, implement
effective governance, and
proactively respond to
incidents. It focuses on
emerging technologies
such as Al and block chain,
ensuring your skillset meets
evolving security threats
and industry requirements.
By addressing top-of-mind
concerns like data

attacks, this certification ensures you stay ahead of
ensures you stay ahead of
the pace of change.
Benefits of CISM
Certification include
experienced on-the-job
improvement and potential
pay boosts. ISACA
credentials are among the
top 10 highest-paying in IT,
and CISM is recognized as
the preferred credential for
IT managers.
To become CISM certified:
To become crow certified.
1. Learn & Prep:
Explore CISM
exam preparation
resources,
including group
training, self-
paced training,

		and study materials in multiple languages.  2. Register: Register for the CISM exam.  3. Schedule: Choose a convenient time to take the exam.  4. Certify: Pass the exam and earn your CISM certification.	
Certified Information Systems Security Professional (CISSP)	N/A	The Certified Information Security Manager (CISM) certification is specifically designed for individuals who want to validate their expertise in information security	No

1	,		
		management. Here are the	
		key details about the CISM	
		certification:	
		<ul> <li>Certification</li> </ul>	
		Name: Certified	
		Information	
		Security Manager	
		(CISM)	
		Skills Measured:	
		onino mododiod.	
		-Information Security	
		Governance	
		-Information Security Risk	
		Management	
		-Information Security	
		Program	
		-incident Management	
		The CISM certification	
		affirms your ability to	
		assess risks, implement	

effective governance, and
proactively respond to
incidents. It focuses on
emerging technologies
such as Al and blockchain,
ensuring your skillset meets
evolving security threats
and industry requirements.
By addressing top-of-mind
concerns like data
breaches and ransomware
attacks, this certification
ensures you stay ahead of
the pace of change.
Benefits of CISM
Certification include
experienced on-the-job
improvement and potential
pay boosts. ISACA
credentials are among the
top 10 highest-paying in IT,
and CISM is recognized as

the preferred credential for
IT managers.
To become CISM certified:
4 Looms 9 Draw
1. Learn & Prep:
Explore CISM
exam preparation
resources,
including group
training, self-
paced training,
and study
materials in
multiple
languages.
2. Register:
Register for the
CISM exam.
3. Schedule:
Choose a
convenient time to
take the exam.
tano tro oxam.

			4. <b>Certify</b> : Pass the exam and earn your CISM certification.	
	e Security Certified	N/A	The <b>PEN-200</b> course, also	No
Profession	onal (OSCP)		known as <b>Penetration</b>	
			Testing with Kali Linux, is	
			designed to introduce	
			learners to penetration	
			testing methodologies,	
			tools, and techniques in a	
			hands-on,self-paced	
			environment. Upon	
			completing the course and	
			passing the exam, you'll	
			earn the OffSec Certified	
			Professional(OSCP)	
			Certification <sup>1</sup> . Here are	
			some key details about	
			the PEN-200 certification:	

Course
Overview:
The <b>PEN-</b>
200 course covers
various aspects of
penetration
testing, including
network scanning,
vulnerability
assessment,
exploit
development, and
post-exploitation
techniques. It
provides practical,
real-world training
to enhance your
skills.
Exam Format:
The certification
exam is a <b>24-hour</b>
challenge where
you'll demonstrate

Your penetration
testing abilities.
lt's
a proctored exa
m, meaning it's
monitored to
ensure integrity.
Certification:
Successfully
passing the exam
earns you the
OffSec Certified
Professional
(OSCP) certificati
on. The OSCP is
highly regarded in
the industry and
requires practical
evidence of
penetration testing
skills.It's
considered more

		Technical than Other ethical hacking certificationsExploring the PEN- 200 course.	
Microsoft Power Platform Fundamentals	N/A	The Microsoft	No
Fundamentals		Certified: Power Platform	
		Fundamentals certificati	
		on is designed for	
		beginners who want to understand how	
		Microsoft Power Platform	
		technologies can be used	
		to improve processes and drive business	
		outcomes. Here are the	
		key details about this	
		certification:	

Skills Measured:
-Describe the business
value of Microsoft Power
Platform.
-Identify foundational
components of Microsoft
Power Platform.
-Demonstrate the
capabilities of Power BI.
-Demonstrate the
capabilities of Power Apps.
-Demonstrate the
capabilities of Power
Automate.
-Demonstrate
complementary Microsoft
Power Platform solutions.

IT Service Management	N/A	There are several	No
		certifications related to IT	
		Service Management. Let	
		me provide you with	
		information about a couple	
		of them:	
		1. ITIL (Information	
		Technology	
		Infrastructure	
		Library):	
		5	
		-Description: ITIL is a	
		widely recognized	
		framework for managing IT	
		services effectively. It	
		provides best practices	
		and guidelines for service	
		management.	
		-Certification Levels:	
		-ITIL 4 Foundation: This	
		entry-level certification	

covers the fundamentals of
ITIL and helps you
understand how to apply
ITIL concepts in your daily
work practices.
-ITIL 4 Managing
Professional: This
designation equips you with
essential skills to manage
successful IT-enabled
products and services. It
includes modules like
"Create, Deliver and
Support," "Drive
Stakeholder Value," "High-
velocity IT," and "Direct,
Plan and Improve".
-ITIL 4 Strategic Leader:
Aimed at established and
aspiring IT leaders, this
certification focuses on
navigating the complexities

of the digital era. Modules
include "Direct, Plan and
Improve" and "Digital and IT
Strategy"¹.
-ITIL 4 Extension
Modules: These modules
extend the ITIL 4
framework, covering topics
like sustainability in digital
and IT, as well as acquiring
and managing cloud
services <sup>1</sup> .
-ITIL 4 Master: The highest
level of achievement in the
ITIL 4 certification scheme,
demonstrating mastery of
ITIL practices.
2. ServiceNow Certified
Implementation

Specialist - IT Service
Management (CIS-ITSM):
-Description:This
certification focuses on
ServiceNow's IT Service
Management (ITSM)
solution. It validates your
expertise in implementing
and configuring ITSM
processes within the
ServiceNow platform.

#### 7. MANDATORY REQUIREMENTS (STAGE 1)

To be completed by the bidder.

Bidders must comply to the requirements by indicating YES/NO in the box provided below:

If "NO" is indicated to the minimum requirement on the table below the bid will be disqualified:

DESCRIPTION	CONFIRM COMPLIANCE YES/NO	REFERENCE PAGE NUMBER IN PROPOSAL
7.1 The training service providers must		
provide valid proof of Sector Education		
Training Authority (SETA) accreditation, be		
credible and have technical and administrative		
ability to deliver training and skills		
development programmes.		
(Attach valid proof of accreditation)		

NB: Documents in respect of 7.1 which are not certified will NOT be accepted.

Furthermore, copies of previously certified documents will also not be accepted.

The date of certification must not be older than six (6) months.

#### 8. FUNCTIONAL REQUIREMENTS (STAGE 2)

- 8.1 Must have extensive experience in the provision of training and skills development programmes and this must be indicated by way of contactable references to serve as evidence and be qualified in offering the identified training and skills development programmes.
- 8.2 Must be able to facilitate training to diverse groups of people including people living with disabilities.
- 8.3 Proven successful record of providing highly effective training using qualified facilitators, trainers, assessors and moderators. Provide CV's and proof of accreditation.

Evaluation Criteria	Weighting
Contactable References: Company experience and expertise (Reference letters)	30
2. Capacity to deliver	30
Project Methodology and Implementation Roll-out Plan	40

Requirement	v	Veighting
Contactable References: Company experience and expertise (Signed and dated reference letters)  Value Weighting  3 contactable reference letters = 30 points 2 contactable reference letters = 20 points 1 contactable reference letter = 5 points No contactable reference letter = 0 points	The Bidder must submit evidence of contactable references: experience and expertise as outline in the table below.  Contactable References: experience and expertise  Bidders must provide three (3) written contactable reference letters not older than five (5) years where similar services were rendered. The signed and dated reference letters must be on a company letterhead clearly indicating:  Company name Contact person details Physical address Date training was provided  NB: CCMA may conduct reference checks /verification at any stage of evaluation.	30 points
Value Weighting	Bidders must provide proof of capacity to deliver by submitting CVs of accredited facilitators/ trainers, assessors and moderators.	30 points
2.1 Facilitators/ trainers 3 CV's = 10 points 2 CV's = 6 points 1 CV = 4 points No CV = 0 points	Facilitators/ trainers= 10 points  3 CV's= 10 points  2 CV's= 6 points  1 CV = 4 points  No CV = 0 points	
2.2 Assessors 3 CV's = 10 points 2 CV's = 6 points 1 CV = 4 points No CV = 0 points	Assessors= 10 points 3 CV's= 10 points 2 CV's= 6 points 1 CV= 4 points No CV=0 points	
2.3 Moderator 3 CV's = 10 points 2 CV's = 6 points 1 CV = 4 points No CV = 0 points	Moderator= 10 points 3 CV's= 10 points 2 CV's= 6 points 1 CV = 4 points	

	No CV = 0 points	
	NB: CV's of the accredited facilitators/ trainers, assessors and moderators must be attached to demonstrate the qualifications with at least 3 years of experience conducting training or workshops.	
	<ul> <li>NB:</li> <li>The bidder must submit a Service Level Agreement between the training provider and facilitator, assessor and moderator together with the proposal.</li> <li>Must have adequate staff compliments (Project coordinators) to ensure that the course/ programme is delivered in line with the CCMA standard.</li> </ul>	
3. Project Methodology and	The bidder must provide a comprehensive	40 points
Implementation roll- out plan	Project Methodology and Implementation	
Value Weighting	roll-out plan: Detailed roll-out plan indicating	
Detailed roll-out plan indicating points 1-9	points 1-9 = 40 points	
= 40 points	No evidence submitted to support the criterion as detailed	
No evidence submitted to support the	= 0 points	
criterion as detailed = 0 points		
Provide roll-out plan indicating the following (Credit Bearing):  1. Unit standard title and SAQA ID Number/s  2. Number of credits  3. Notional hours Provide roll-out plan indicating the following (Non-Credit Bearing)		

3. Cour	rse customisation		
Time fr	Time frames (Applicable to		
both C	redit & Non-Credit		
bearing	g):		
4.	Assessment		
5.	Internal moderation		
6.	Credit uploads and or		
	certification		
Details	of (Applicable to both		
Credit	& Non-Credit bearing) :		
7.	Facilitators		
8.	Assessors and		
9.	Internal moderator		
Total			

Bidders who score a minimum threshold of **70 out of 100 points** on the functionality evaluation criteria will form part of the appointed panel on an as and when required basis for a period of three (3) years. A bidder must at least have a positive score on each of the three (3) functional requirements.

#### NB:

- The award will be on an as and when required basis and quotations will be requested from the appointed panel.
- As and when training is required, training providers will be required to provide CVs of their
  Facilitators, Assessors, and Moderators with their relevant qualifications as well as track record of a
  minimum of two (02) relevant facilitation/assessment and moderation rendered successfully.
- The training providers, facilitators and assessors must have the expertise (qualifications and experience) in the fields in which they will present training. CVs, proof of qualifications and registration of Facilitator/s, Assessor/s and Moderator/s will be requested as and when training is required.

#### 9. PRICING (STAGE 3)

For the purpose of appointing the panel, training providers do not need to quote for pricing. The 80/20 will be applicable when the actual procurement to appoint a training provider on a specific training intervention takes place.

#### 9.1 PRICE AND SPECIFIC GOALS

PRICE AND SPECIFIC GOALS	POINTS
Price Evaluation	
The proposals will be evaluated in terms of the 80/20 evaluation principle, in line with Preferential Procurement Policy Framework Act and Preferential Procurement Regulations (PPR) 2022, where 80 points is allocated for price and the 20 points will be allocated to promote the CCMA preference Goal 1: Ownership as per Specific goals contributor ( <i>Refer to the attached SBD 6.1 for full details</i> )	
Points allocated for price	80
Points allocated for specific goals	20
TOTAL FOR PRICE and SPECIFIC GOALS	100

#### Note:

The 80/20 will be applied when a specific training is procured from the appointed panel.

- 9.2 The applicable preference point system for this tender is the 80/20 preference point system, in line with PPPFA Regulations 2022, where 80 points is allocated for price and the 20 points will be allocated to promote the CCMA Preference Goal 1: Ownership as specific goal contributor. (Refer to the attached SBD 6.1 for full details)
- 9.3 The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 9.4 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goal(s).
- 9.5 The maximum points for this tender are allocated as follows:

	POINTS
Price	80
Specific Goal(s)	20

**Total points for Price and Specific Goals** 

100

9.6 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for Specific Goal(s) with the tender, will be interpreted to mean that preference points for Specific Goal(s) are not claimed.

9.7 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.

#### 10 COMPULSORY BRIEFING SESSION (VIRTUAL SESSION)

• A virtual **Compulsory Briefing Session** will be held as follows:

• Date and Time: 07 August 2024: 11:00

Venue : MS Teams



**ANNEXURE 1: SBD 1** 

# PART A INVITATION TO BID

YOU ARE HERE	BY INV	/ITED TO BID FOR RE	QUIREMENTS (	OF THE (1	IAME OF DEPA	RTMEI	NT/ PUBLIC	ENTITY)
BID NUMBER:	CCMA	V2024/11-ETD	CLOSING DAT	E: <b>23</b> A	AUGUST 2024	CL(	OSING 1E:	11:00AM
ESTABLISHMENT OF A PRE-APPROVED LIST OF ACCREDITED TRAINING SERVICE  DESCRIPTION PROVIDERS FOR A PERIOD OF THREE (3 )YEARS  BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)								
BID RESPONSE	DOCU	MENTS MAY BE DEPO	OSITED IN THE	BID BOX	SITUATED AT	(STRE	ET ADDRES	SS)
28 HARRISON S	STREET	, 8 FLOOR RECEPTIO	N					
JCI BUILDING, N	MARSH	ALLTOWN						
JOHANNESBUR	RG							
2001								
BIDDING PROC TO	EDURE	ENQUIRIES MAY BE	DIRECTED	TECHNIC	CAL ENQUIRIE	S MAY	BE DIRECT	TED TO:
CONTACT PERS	SON	MR. KHUMBUZILE NDI	EVU	CONTAC	CT PERSON			
TELEPHONE NUMBER		011 377 6636		TELEPH	ONE NUMBER			
FACSIMILE NUM	//BER	N/A			ILE NUMBER			
E-MAIL ADDRES	SS	Tenderenquiries@cc	ma.org.za	E-MAIL A	ADDRESS			
SUPPLIER INFO	RMAT	ION						
NAME OF BIDDI	ER							
POSTAL ADDRE	ESS							
STREET ADDRE	ESS							
TELEPHONE NUMBER		CODE		NUN	MBER			
CELLPHONE NUMBER				•				
FACSIMILE NUM	MBER	CODE		NUN	MBER			
E-MAIL ADDRES	SS							
VAT REGISTRA NUMBER	TION							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	1	
B-BBEE STATUS LEVEL VERIFICATION	S	TICK APPLICAB	BLE BOX]		STATUS LEVEI AFFIDAVIT	-	[TICK APPL	ICABLE BOX]
CERTIFICATE		☐ Yes	☐ No				Yes	☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]								

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes [IF YES ENCLOSE F	□No PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO I	BIDDING FOREIGN S	UPPLIERS			
IS THE ENTITY A RESI	DENT OF THE REPU	IBLIC OF SOUTH	AFRICA (RSA)?	☐ YES	
DOES THE ENTITY HA	VE A BRANCH IN TH	E RSA?		☐ YES	
DOES THE ENTITY HA	VE A PERMANENT E	STABLISHMENT	IN THE RSA?		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					
PART B TERMS AND CONDITIONS FOR BIDDING					
1. BID SUBMISSION					
1.1. BIDS MUST BE DE ACCEPTED FOR (		TIPULATED TIME	TO THE CORRECT ADDRES	S. LATE BIDS WILL NOT BE	
12 ALL RIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE					

- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED— (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

RENDER THE BID INVALID.	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY

### ANNEXURE 2: SBD 3.3 (TO BE ENCLOSED IN ENVELOPE 2)

SBD 3.3

#### PRICING SCHEDULE (Professional Services)

NAME OF BIDDER:		BID NO:			
CLOSING TIME 11:00		CLOSING DATE			
OFFER TO	BE VA	ALID FORDAYS FROM THE CLOSING DATE OF BID.			
ITEM DESCRIPTION NO ,		5737505	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)		
	1.	The accompanying information must be used for the formulation of proposals.			
	2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R		
	3.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT			
			R		day
			R		day day
			R		day
	3.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.			
		DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
				3 <b></b>	R
					R
					R
			TOTAL: R		

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

	for correctness. Proof of the expenses must accompany invoices.			
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
				R
				R
				R
				R
		TOTAL: R		
4.	Period required for commencement with project after Acceptance of bid			
5.	Estimated man-days for completion of project			
6.	Are the rates quoted firm for the full period of contract?			*YES/NO
7.	If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.			

#### **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

- 21 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO** 

2.2.1	lf so	, furnisl	h parti	iculars:

<sup>(1)</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 D	poes the bidder partners or any interest in any contract?	person having	g a controlling	interest in the	e enterprise hav	e any
2.3.1	If so, furnish pa	rticulars:				
3 D	ECLARATION					
	I, (name)		the		unders	igned, in

3.1 I have read and I understand the contents of this disclosure;

I certify to be true and complete in every respect:

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

submitting the accompanying bid, do hereby make the following statements that

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids

<sup>(2) &</sup>lt;sup>2</sup> 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.

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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

3. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of hidder

#### ANNEXURE 4: SBD 6.1

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Specific Goal(s).

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND 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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 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 Goal(s).

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

POINTS

Price	80
Specific Goal(s)	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 Goal(s) with the tender, will be interpreted to mean that preference points for Specific Goal(s) 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

#### (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

#### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P \max \square}{P \max \square}\right)$$
 or  $Ps = 90\left(1 + \frac{Pt - P \max \square}{P \max}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOAL(S)

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for SPECIFIC GOAL(S) 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:

- 42. 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 goal(s) for both the 90/10 and 80/20 preference point system.

Table 1: Specific Goal(s) for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

Ownership verification will be conducted in line with the Central Suppliers Database by National Treasury.  Ownership verification will also be verified through the BBBEE scorecard/ sworn affidavits attributes	80/20 Preference points system	90/10 Preference Points system
Price	80	90
Women Owned Entities	08	04
Youth Owned Entities	06	03
Black Owned Entities	04	02
PWD Owned Entities	02	01
Total points for Price and Specific Goal(s)	100	100

#### TENDERERS WILL BE AWARDED POINTS AS FOLLOWS:

#### The points must be allocated and awarded as follows:

i. Total Tendered Price : 80 points

ii. Women Owned Entities

08 points

iii. Youth Owned Entities

06 points

Specific Goals (Maximum

Points)

iv. Black Owned Entities

04 points

v. Persons with Disability Owned Entities:

02 points

Total

100 points

4.3 The points scored for specific goals will be added to the points scored for price and the total must be rounded off to the nearest 2 decimal places.

#### 5 TENDER PRICE

The following formula will be used to calculate the points out of 80 for price in respect of tender with a rand value not exceeding R 50 million (inclusive of all applicable taxes). the lowest acceptable tender must score 80 points for price, and other tenders which are high in price must score fewer points, on pro rata basis.

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

where -

Ps = points scored (awarded) for price of tender under consideration

Pt = price of tender under consideration; and

Pmin = price of the lowest acceptable tender

#### 6 SPECIFIC GOALS

#### 6.1 % OWNED BY PEOPLE WHO ARE WOMEN (WO)

A maximum of eight (08) points will be awarded to a tenderer who is a woman. equity ownership for women will be determined by the % of the enterprise owned by such a person or by the % of shares owned by member/s who are actively involved in the day-to-day management of the company or enterprise.

% of enterprise owned by women -----%

thus, points awarded:  $8 \times \frac{\% wo}{100} =$ 

proof of ownership must be attached in the form of:

- a) Copy of the founding documentation of the company with which the ownership is listed i.e.
   CIPC etc;
- b) Copy of the ID-document (s) of the woman(e)
- c) Latest detailed central supplier database (CSD) report of which ownership of the woman is listed.

### 62 % OWNED BY YOUTH PEOPLE (YO)

A maximum of six (06) points will be awarded to a tenderer who is a youth. Equity ownership for youth will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

% of enterprise owned by youth person(s)......%

thus, points awarded:  $6 \times \frac{\% y0}{100} =$ 

### Proof of ownership must be attached in the form of:

- a) Copy of ID document.
- b) Copy of the founding documentation on the company with which the ownership is listed i.e. CIPC etc:
- c) Latest detailed CSD report with youth as shareholders/directors of the company

### 6.3 % OWNED BY BLACK PEOPLE (BO)

A maximum of four (4) points will be awarded to a tenderer who is black people % of enterprise.

% owned by black people -----%

thus, points awarded:  $4 \times \frac{\% BO}{100} =$ 

### proof of ownership must be attached in the form of:

- a) Copy of the founding documentation of the company with which the ownership is listed i.e. CIPC, etc:
- b) Copy of the ID-document (s) of the black people
- c) Latest detailed central supplier database (CSD) report of which ownership of the black people is

listed.

### 6.4 % OWNED BY PERSONS WITH DISABILITY (PWD)

A maximum of two (2) points will be awarded to a tenderer who is disabled. equity ownership for persons with disability youth will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

% of enterprise owned by persons with disability%				
thus, points		awarded: $2 \times \frac{\% PWD}{100} =$		

### proof of ownership must be attached in the form of:

- a) A copy of the founding documentation of the company with which the ownership is listed i.e.
   CIPC, etc;
- b) A copy of ID document;
- c) Latest detailed central supplier database (CSD) report of which ownership of the disability is listed.

(To be completed by bidder)

**TABLE B: OWNERSHIP** 

NAME AND SURNAME /ENTITY NAME	GENDER (MALE OR FEMALE)	AGE i.e., 32	CITIZENSHIP (RSA, OR SPECIFY OTHER)	ETHNIC GROUP (BLACK, WHITE, ETC.)	NUMBER OF SHARES PER SHAREHOLDER	PERCENTAGE OF OWNERSHIP (%) PER SHAREHOLDER
Total						

**TABLE- C: SPECIFIC GOALS** 

OWNERSHIP	TOTAL PERCENTAGE OF OWNERSHIP	SPECIFIC GOALS POINTS CLAIMED
Woman ownership-WO		
Black Ownership-BO		
Youth Ownership-YO		
Persons with Disability-PWD		
Total		

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm				
4.4.	Company registration number:				
4.5.	TYPE OF COMPANY/ FIRM				
		Partnership/Joint Venture / Consortium			
		One-person business/sole propriety			
		Close corporation			
		Public Company			
		Personal Liability Company			
		(Pty) Limited			
		Non-Profit Company			
		State Owned Company			
	[TICK	APPLICABLE BOX]			

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific Goal(s) as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the Specific Goal(s) have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

### **ANNEXURE 5: SBD 7.2**

### CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

- 1. PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid:
    - Tax clearance certificate:
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
      - Special Conditions of Contract:
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6.	I confirm that I am duly authorised to sign this contract.					
	NAME (PRINT)		WITNESSES			
	CAPACITY		2			
	SIGNATURE					
	NAME OF FIRM					
	DATE					

2. PART 2 (TO BE FILLED IN BY THE PURCHASER)

I	in my capacity
as	accept your bid under reference number
dated	for the rendering of services indicated hereunder and/or
further specified in the annexure(s).	

- 1. An official order indicating service delivery instructions is forthcoming.
- 2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTI ON	MINIMUM THRESHOLD FOR LOCAL PRODUCTIO N AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT	ON	
NAME (PRINT)		
SIGNATURE		
OFFICIAL STAMP		WITNESSES
		1

### ANNEXURE 6: CCMA'S STANDARD CONDITIONS OF BID

CCMA'S

STANDARD

CONDITIONS OF BID

### 3. 1 GENERAL

#### Actions

1 CCMA's *Representative* and each *bidder* submitting a bid shall act timeously as stated in these Conditions of Bid and in a manner which is fair, equitable, transparent, competitive and cost-effective.

### Interpretation

- Terms shown in *italics* vary for each bid. The details of each term for this bid are identified in the Bid Data. Terms shown in capital initials are defined terms in the appropriate conditions of contract.
- Any additional or amended requirements in the Bid Data, and additional requirements given in the Schedules in the *bid returnables* are deemed to be part of these Conditions of Bid.
- The Conditions of Bid and the Bid Data shall not form part of any contract arising from this invitation to bid.

### Communicatio

n

Each communication between the CCMA and a *bidder* shall be to or from CCMA's *Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. CCMA takes no responsibility for non-receipt of communications from or by a *bidder*.

### CCMA's rights to accept or reject any bid

6

CCMA may accept or reject any variation, deviation, bid, or alternative bid, and may cancel the bid process and reject all bids at any time prior to the formation of a contract. CCMA's *Representative* will not accept or incur any liability to a *bidder* for such cancellation and rejection, but will give written reasons for the action upon written request to do so. CCMA reserves the right to accept the whole of any part of any bid.

After the cancellation of the bid process or the rejection of all bids CCMA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to bid at any time.

### 4. 2 BIDDER'S OBLIGATIONS

The *bidder* shall comply with the following obligations when submitting a bid and shall:

### **Eligibility**

Submit a bid only if the *bidder* complies with the *criteria* stated in the Bid Data and the *bidder*, or any of his principals, is not under any restriction to do business with the CCMA.

### Cost of biding

Accept that the CCMA will not compensate the *bidder* for any costs incurred in the preparation and submission of a bid, including the costs of any testing necessary to demonstrate that aspects of the bid satisfy the evaluation criteria.

### Check documents

3 Check the *bid documents* on receipt, including pages within them, and notify CCMA's *Representative* of any discrepancy or omissions.

## Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the bid. Use and copy the documents provided by the CCMA only for the purpose of preparing and submitting a bid in response to this invitation.

# Standardised specifications and other publications

5

Obtain, as necessary for submitting a bid, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the *bid documents* by reference.

7 Acknowledge receipt of Addenda to the bid documents, which CCMA's

Representative may issue, and if necessary apply for an extension to the deadline for bid submission, in order to take the Addenda into account.

## Site visit and / or clarification meeting

8

Attend a site visit and/or clarification meeting at which *bidders* may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions.. Details of the meeting(s) are stated in the Bid Data.

### Seek clarification

9 Request clarification of the *bid documents*, if necessary, by notifying CCMA's Representative earlier than the *closing time for clarification of queries*.

#### Insurance

Be informed that the extent (if any) of insurance provided by the CCMA may not be for the full cover required in terms of the relevant category listed in Section 8 of the *conditions of contract*, the *bidder* is advised to seek qualified advice regarding insurance.

### Pricing the bid

- Include in the rates, prices, and the bidded total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful *bidder*. Such duties, taxes and levies are those applicable 14 days prior to the *deadline for bid submission*.
- 12 Show Value Added Tax (VAT) payable by the CCMA separately as an addition to the bidded total of the prices.
- Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract*.
- State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Bid Data.

### Alterations to documents

Not make any alterations or additions to the *bid documents*, except to comply with instructions issued by CCMA's *Representative* or if necessary to correct errors made by the *bidder*. All such alterations shall be initialled by all signatories to the bid. Corrections may not be made using correction fluid, correction tape or the like.

### Alternative bids

- Submit alternative bids only if a main bid, strictly in accordance with all the requirements of the *bid documents* is also submitted. The alternative bid is submitted with the main bid together with a schedule that compares the requirements of the *bid documents* with the alternative requirements the *bidder* proposes.
- Accept that an alternative bid may be based only on the criteria stated in the Bid Data and as acceptable to the CCMA.

### Submitting a bid

- The CCMA require one original bidding document, indexed according to the page numbers and content as well as one CD of the same.
  - Submit a bid for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Bid Data.
- 19 Return the *bid returnables* to the CCMA, completing without exception all the forms, data and schedules included therein.
- Submit the bid as an original plus the number of copies stated in the Bid Data and provide an English translation for documentation submitted in a language other than English. Bids may not be written in pencil but must be completed in ink.
- 21 Sign the original and all copies of the bid where indicated. The CCMA will hold the signatory duly authorised and liable on behalf of the *bidder*.
- Seal the original and each copy of the bid as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the CCMA's national office address and invitation to bid number stated in the Bid Data, as well as the *bidder*'s name and contact address.
- Seal original and copies together in an outer package that states on the outside only the CCMA's national office address and invitation to bid number

as stated in the Bid Data. The outer package must be marked "CONFIDENTIAL"

- Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data 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 CCMA's national office address and identification details stated in the bid data, as well as the bidder's name and contact details. Make sure both parts of the bid are delivered as a single package.
- Accept that the CCMA will not assume any responsibility for the misplacement or premature opening of the bid if the outer package is not sealed and marked as stated.

#### Note:

The CCMA prefers not to receive bids by post, and takes no responsibility for delays in the postal system or in transit within or between CCMA offices.

Where bids are sent per fax, the CCMA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where bids are sent via courier, the CCMA takes no responsibility for bids delivered to any other site than the bid office.

CCMA employees are not permitted to deposit a bid into the CCMA's bid box on behalf of a bidder, except those lodged by post or courier.

### Closing time

- 26 Ensure that the CCMA has received the bid at the address and in the bid box no later than the *deadline for bid submission*. Proof of posting will not be taken by the CCMA as proof of delivery. The CCMA will not accept a bid submitted telephonically, e-mail or by telegraph unless stated otherwise in the Bid Data.
- Accept that, if the CCMA extends the *deadline for bid submission* for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

### Bid validity

Hold the bid(s) valid for acceptance by the CCMA at any time within the validity period after the deadline for bid submission.

Extend the *validity period* for a specified additional period if the CCMA requests the *bidder* to extend it. A *bidder* agreeing to the request will not be required or permitted to modify a bid, except to the extent the CCMA may allow for the effects of inflation over the additional period.

## Clarification of bid after submission

30

Provide, on request from the CCMA's *Representative* during the evaluation of bids, any other material that has a bearing on the bid, the bidder's commercial position (including notarised joint venture agreements), preferencing arrangements or samples of materials, considered necessary by the CCMA for the purpose of a full and fair risk assessment. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the bid is sought, offered, or permitted except as required by the CCMA's *Representative* to confirm the correction of arithmetical errors discovered in the evaluation of bids. The total of the Prices stated by the *bidder* as corrected by the *CCMA's Representative* with the concurrence of the *bidder*, shall be binding upon the *bidder* 

### Submit bonds, policies etc.

- 31 If instructed by the CCMA's Representative (before the formation of a contract), submit for the CCMA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful bidder in terms of the conditions of contract.
- 32 Undertake to check the final draft of the contract provided by CCMA's Representative, and sign the Form of Agreement all within the time required by these Conditions of Bid.
- Where an agent on behalf of a principal submits a bid, an authenticated copy of the authority to act as an agent must be submitted with the bid.

### Fulfil BEE requirements

Comply with CCMA's requirements regarding BBBEE.

### 5. 3 THE CCMA'S UNDERTAKINGS

CCMA's Representative, shall:

### Respond to clarification

1 Respond to a request for clarification received earlier than the *closing time for clarification of queries*. The response is notified to all *bidders*.

#### Issue Addenda

If necessary, issue Addenda that may amend, amplify, or add to the *bid* documents, to each *bidder*. If a *bidder* applies for an extension to the *deadline* for *bid* submission, in order to take Addenda into account in preparing a bid, the CCMA may grant such an extension and CCMA's Representative shall notify the extension to all *bidders*.

### Return late bids

Return bids received after the *deadline for bid submission* unopened to the *bidder* submitting a late bid. Bids will be deemed late if they are not on the designated fax or in the designated bid box at the date and time stipulated as the deadline for bid submission.

### Bid opening

- Open the bids in the presence of the *bidders*' representatives who choose to attend at the time and place stated in the Bid Data. Bids for which an acceptable notice of withdrawal has been submitted will not be opened.
- Announce at the opening the name of each *bidder* only. Die unsuccessful bidder may request a debriefing meeting with the Supply Chain Manager on request.

### Two-envelope system

- Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposals in the presence of bidder's representatives and announce the name of each bid.
- Fivaluate the quality of the technical proposals, then advise bidders who remain in contention for the award of the contract. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum criteria.

#### Non-disclosure 8

Not disclose to *bidders*, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bids and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

### Grounds for rejection

9 Consider rejecting a bid if there is any effort by a *bidder* to influence the processing of bids or contract award.

### Disqualificatio n

10 Instantly disqualify a *bidder* (and his bid) if it is established that the *bidder* offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to bid.

### Test for responsivenes

S

11 Determine before detailed evaluation, whether each bid properly received.

- meets the requirements of these Conditions of Bid,
- has been properly signed, and
- is responsive to the requirements of the *bid documents*.
- Judge a *responsive bid* as one which conforms to all the terms, conditions, and specifications of the *bid documents* without material deviation or qualification. A material deviation or qualification is one which, in the CCMA's opinion would.
  - detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,
  - change the CCMA's or the *bidder*'s risks and responsibilities under the contract, or
  - affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

### Nonresponsive bids

Reject a non-responsive bid, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### Arithmetical errors

- 14 Check responsive bids for arithmetical errors, correcting them as follows:
  - Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

- If a bill of quantities applies and there is a discrepancy between the rate
  and the line-item total, resulting from multiplying the rate by the quantity,
  the rate as quoted shall govern. Where there is an obviously gross
  misplacement of the decimal point in the rate, the line-item total as quoted
  shall govern, and the rate will be corrected.
- 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 *bidder's* addition of
  prices, the total of the Prices, if any, will be corrected.
- The corrected price will be communicated to the bidder. The bidder may withdraw the bid but may not change the bid price.
- 15 Reject a bid if the *bidder* does not accept the corrected total of the Prices (if any).

### Evaluating the bid

16 Evaluate responsive bids in accordance with the *procedure and criteria* stated in the Bid Data. The evaluated bid price will be disclosed only to the relevant CCMA bid committee and will not be disclosed to *bidders* or any other person.

### Clarification of a bid

Obtain from a *bidder* clarification of any matter in the bid which may not be clear or could give rise to ambiguity in a contract arising from this bid if the matter were not to be clarified.

### Acceptance of bid

Notify CCMA's acceptance to the successful *bidder* before the expiry of the *validity period*, or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the CCMA and the successful *bidder*.

## Notice to unsuccessful bidders

19 After the successful *bidder* has acknowledged the CCMA's notice of acceptance, notify other *bidders* that their bids have not been accepted, following the CCMA's current procedures.

## Prepare contract documents

- 20 Revise the contract documents issued by the CCMA as part of the *bid* documents to take account of
  - Addenda issued during the bid period,
  - inclusion of some of the bid returnables, and
  - other revisions agreed between the CCMA and the successful *bidder*, before the issue of the CCMA's notice of acceptance (of the bid).
  - The schedule of deviations attached to the form of offer and acceptance, if any.

### Issue final contract

21 Issue the final contract documents to the successful *bidder* for acceptance within one week of the date of the CCMA's notice of acceptance.

### Sign Form of Agreement

Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of the CCMA's notice of acceptance of the bid. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.

## Complete Adjudicator's Contract

Unless alternative arrangements have been agreed, arrange for both parties to complete and sign the Form of Agreement and Contract Data with the selected adjudicator.

## Provide copies of the contracts

24

Provide to the successful *bidder* the number of copies stated in the Bid Data of the signed copy of the contracts within three weeks of the date of the CCMA's acceptance of the bid.

### **ANNEXURE 7: GENERAL CONDITION OF CONTRCT**



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

### **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

### **General Conditions of Contract**

- 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.
- 12 "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.
- 13. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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 where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 16. "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 recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 18. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 19. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees 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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 120. "Project site," where applicable, means the place indicated in bidding documents.
- 121. "Purchaser" means the organization purchasing the goods.
- 122. "Republic" means the Republic of South Africa.
- 123. "SCC" means the Special Conditions of Contract.
- 124. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 125. "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.

- 51. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 52. 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.
- 53. 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.
- 54. 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 use of the goods or any part thereof by the purchaser.

### 7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 72. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - a 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 thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

### 8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 82 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 83. If there are no inspection requirements indicated in the bidding documents and no mention 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.
- 84. 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.
- 85. 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.
- 86. 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.
- 87. 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 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.
- 92. 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 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 SCC.
- 102 Documents to be submitted by the supplier are specified in 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 SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for 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 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:
  - 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.
- 152. This warranty shall remain valid for twelve (12) 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 eighteen (18) 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 SCC.

- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in 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 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 SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

### 17. Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in 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 contracts 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.
- 212 If at any time during 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 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 or to have minor essential services executed if an emergency arises, 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.
- 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.
- 233. 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 235. 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.
- 236. If a restriction is imposed, the purchaser must, within five (5) 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, No. 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 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 antidumping 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 subsidized 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 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

### 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.
- 252 If a force majeure situation arises, the supplier shall promptly notify the purchaser 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 amicably such dispute or difference by mutual consultation.
- 272 If, after thirty (30) 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.
- 273. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 274. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 275. 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 the supplier.

### 28. Limitation of liability

- 28.1. Except in cases of criminal negligence or willful 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 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
- 312. 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, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### 33. National Industrial Participation (NIP) Programme

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

### 34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 342 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 343. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## COMMISSION FOR CONCILIATION, MEDIATION & ARBITRATION



### TO THE CCMA

### PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

By signing this referral form;

- a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.
- b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the CCMA (responsible party) must use my/our information in the performance of its public legal duty.
- c) I/we understand that my/our personal information may be disclosed to a third party in as far as the CCMA must fulfil its public legal duty.
- d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the CCMA website.

SIGNED AT	ON THIS	DAY OF	2024.
COMPANY NAME:			
INITIAL AND SURNAME OF RE	EPRESENATIVE OF THE CO	DMPANY:	
SIGNATURE OF REPRESENA	TIVE OF THE COMPANY:		