


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 1 of 181

TENDER NO: 287C/2021/22

TENDER DESCRIPTION: PROVISION OF PROFESSIONAL SERVICES TO CONDUCT INTEGRATED MANAGEMENT SYSTEMS TRAINING, CONSULTATION AND INTEGRATED ASSESSMENTS IN CITY OF CAPE TOWN.

CONTRACT PERIOD: 36 months from date of commencement

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 10 May 2022

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 141

TENDER FEE: R 200 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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**VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION**

- TENDER ADVERTISED** : **08 April 2022**
- SITE VISIT/CLARIFICATION MEETING** : 10:00 on the 19 April 2022
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **A Non - Compulsory but strongly recommended site visit/clarification meeting with the representatives of the Employer will take place on the 19 April 2022 at 10:00 virtually via skype,** link to be requested prior date and time of the meeting from Charlene.Jardine@capetown.gov.za
- TENDER BOX & ADDRESS** : **Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.**
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **“TENDER NO. 287C/2021/22: SUPPLY AND DELIVERY OF PROVISION OF PROFESSIONAL SERVICES TO CONDUCT INTEGRATED MANAGEMENT SYSTEMS TRAINING, CONSULTATION AND INTEGRATED ASSESSMENTS IN CITY OF CAPE TOWN,** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** Name: Charlene Jardine.....
Tel. No.: (021) 021 400 9338.....]
Email: Charlene.Jardine@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”), and only if he refuses will the work be offered to the next ranked tenderer from the standby tenderers).

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

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant’s rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder, City and their employees are processed in accordance the Protection of Personal Information Act 4 of 2013 (POPIA).

Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

Eligibility Criteria

The Tenderer must take account of any accepted standards such as those issued by South African National Standards, the International Standards Organisation, or any authority accredited or recognised by the South African National Accreditation System.

Where applicable the relevant accreditation/registration would be required within the context of ISO (International Organisation for Standardisation), IOSH (Institute of Occupational Safety and Health), SAIOSH (South African Institute of Occupational Safety and Health), IRCA (International Register of Certified Auditors), SAATCA (Southern African Auditor Training and Certification Authority), SANS (South African National Standards), and SANAS (South African National Accreditation System) as part of the tender specification and eligibility requirements.

All certificates must be valid and certified.

Where the Tenderer cannot provide the services as per Category 1 and Category 2 an exception will be made in terms of subcontracting, inline with SCM policy.

- Key Personnel
Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the schedule titled Key Personnel.
- Track Record
Where the tendering entity is a joint venture or a sub-consultant's agreement is in place, this requirement will apply to the joint venture and sub consultant's entity that will undertake the work.

A reference letter/s from previous clients for each section to confirm relevant projects, experience and qualifications must be submitted with the tender submission.

Category 1

- ✚ Implementation, Consultation, Assessments and Training of the Intergrated Management System (ISO 55001, ISO 50001, ISO 45001, ISO 9001, ISO 22000, ISO 14001, ISO 22301, ISO 31000, ISO 17020) including other training requirements and Business Improvement interventions.
- ✚ Implementation, Consultation, Assessments and Training of Water Safety Plans and Risk Abatement Plans (Blue Drop, Green Drop and No Drop)
- ✚ Legal Requirements - Legal Compliance Assesments (OHS / OHSE) and Legal Registers

Category 2

- ✚ Provision of Occupational Hygiene Surveys and Major Hazardous Risk Installation
- ✚ Implementation, Consultation, Assessments and Training of ISO 17020, the Requirements for Competencies for Bodies performing inspections

2.2.1.1.3 Tendering entity Experience

	Sections	Projects and Experience
Category 1	Training: Facilitating training and workshops as per the Section 13 Specification requirements for all training interventions stipulated in Category 1.	Experience in facilitating training and workshops in all interventions in at least the last 3 years, as listed in the training sections.
	Development/Implementation/Maintenance of ISO systems/ Water Safety Plans/ Waste Water Abatement Plan / Business Improvement / Risk Management within municipals or food manufacturing industry, or relevant private companies	Experience in Development/ Implementation/ Maintenance in all interventions in at least the last 3 years, as listed in the Development/ Implementation/ Maintenance sections. Projects include: <ul style="list-style-type: none"> • Management System development and Implementation (ISO 9001, 14001, 45001, 22000, 50001, 55001, 22301, 17020, 31000 and other relevant ISO IMS and Business Management) • Sustainability Strategy development • Environmental Management • Environmental legal compliance and permitting • Health and Safety Management • Energy Management • Asset Management • Lean Manufacturing and reducing waste in processes • Water Safety Plan and Risk Abatement Plans • Business Continuity and Business Improvement
	Assessments/Auditing of ISO Standards and Legislation Audits done by a qualified auditor with the relevant expertise at various organisations	Experience in Assessments/Auditing in all interventions in at least the last 3 years, as listed in all Assessments/Auditing sections.
	Legal Compliance Auditor: In terms of Legal Registers and Legal Audits for both OHS and OHSE	Have completed Legal Audits as listed in the Legal Audits sections.
Category 2	Occupational Hygiene Surveys: The Occupational Hygiene (OH) Approved Inspection Authority (AIA) must be accredited by SANAS according to SANS 17020, for the required survey and an approved inspection authority with the Department of Employment and Labour.	Occupational Hygiene Survey: The inspection authority, must have the necessary expertise in the field of occupational hygiene monitoring and must have access to the appropriate facilities and equipment to perform the prescribed monitoring functions.

	<p>MHI: registered by the Department of Labour as an Approved Inspection Authority for conducting Major Hazard Installation (MHI) Risk Assessments. SANAS Accredited, 17020</p>	<p>Have done Hygiene Surveys, which include the below surveys in the following and other applicable hygiene surveys:</p> <ul style="list-style-type: none"> • Noise Risk Assessments and Monitoring • Ergonomics Survey • Local Extraction Ventilation Survey • Vibration Survey • Indoor Air Quality Monitoring • Thermal Stress Monitoring • Asbestos Survey / Risk Assessments, Registers and Air Monitoring • Lighting Survey / Illumination Survey • Hazardous Chemical Substances (HCS) Risk Assessments and Monitoring • Hazardous Biological Monitoring (swab sampling and air plates) <p>MHI: Have conducted an Major Installation (MHI) Risk Assessment.</p>
	<p>Implementation, Consultation, Assessments and Training of ISO 17020, the Requirements for Competencies for Bodies performing inspections</p> <p>Training: Facilitating training and workshops as per ISO 17020 requirements.</p> <p>Development/Implementation/Maintenance of ISO 17020</p> <p>Assessments/Auditing of ISO Standards and Legislation Audits done by a qualified auditor with the relevant expertise at various organisations</p>	<p>Experience in facilitating training and workshops in ISO 17020 in at least the last 3 years</p> <p>Experience in Development/ Implementation/ Maintenance in ISO 17020 at least the last 3 years Projects include:</p> <ul style="list-style-type: none"> • Management System development and Implementation ISO 17020 <p>Experience in Assessments/Auditing in ISO 17020 in at least the last 3 years.</p>

2.2.1.1.4 Key Staff Requirements

- a) Key personnel have at least 3 years' experience in delivering training and consultation in ISO Standards and Management and Business Systems, which include Integrated Management Systems, Business Improvement, Risk Management, Water Safety Planning, Risk Abatement Planning relating to the services of the Tender.
- b) A reference letter from previous clients to confirm relevant experience must be submitted with the tender submission

	Sections	Experience	Qualifications and Professional Body registration
Category 1	Training:	<p>Subject Matter Expert with the relevant training experience, assessment, moderation and successfully implementing ISO Standards as per the outline Specification, which will include but are not limited to: Occupational Health and Safety (SAMTRAC and NEBOSH or equivalent), Environmental management, Asset Management, Energy Management, Water Safety Plans, Risk Abatement Plans, Business Improvement, Lean Six Sigma, Lead Auditing</p> <p>CV's of Facilitators with 3 contactable references, detailing Work Experience)</p> <p>At least 3 years' experience in the above fields to do this training</p>	<p>Certificate / Diploma / Degree or Postgraduate Qualifications in the following:</p> <ul style="list-style-type: none"> • Implementation of the ISO standard; • Internal Auditing and Lead Auditor in accordance with the various ISO standards; • Health & Safety / OHSAS (Safety representative, Hazardous Assessment, Incident Investigation) or equivalent • SAMTRAC and/or NEBOSH or equivalent • Lean Six Sigma (LSS): Qualification in a Master BlackBelt • Environmental Management or equivalent • Food Safety System requirements: ISO 22000 / FSSC 22000 or equivalent food safety certificate • Water Safety Plan / Risk Abatement Plan: SANS 241 certificate or equivalent • ISO 50001/55001 – Energy Management and Asset Management • ISO 17020 - the Requirements for Competencies for Bodies performing inspections <p>All copies of qualifications must be certified and certification not be older than three (3) months on submission at Tendering stage.</p>

	<p>Development/Implementation/Maintenance of ISO systems and standards/Water Safety Plans/Waste Water Abatement Plan / Business Improvement within municipals, food manufacturing industry, or relevant private companies.</p>	<p>Subject Matter Experts with the relevant training experience, development/implementation/maintenance experience, working experience, assessment & moderating experience in the successful completion of ISO Standards with IMS Systems as per the outline Specification, which will include but are not limited to: Occupational Health and Safety (SAMTRAC and NEBOSH or equivalent), Environmental management, Asset Management, Energy Management, Water Safety Plans, Risk Abatement Plans, Business Improvement, Lean Six Sigma, Lead Auditing</p> <p>CV's of Facilitators with 3 contactable references, detailing Work Experience)</p> <p>At least 3 years' experience in the above fields to do the Consultation services.</p>	<p>Certificate / Diploma / Degree or Postgraduate Qualifications in the following:</p> <ul style="list-style-type: none"> • Implementation of the ISO standard; • Internal Auditing and Lead Auditor in accordance with the various ISO standards; • Health & Safety / OHSAS (Safety representative, Hazardous Assessment, Incident Investigation) or equivalent • SAMTRAC and/or NEBOSH or equivalent • Lean Six Sigma (LSS): Qualification in a Master BlackBelt • Environmental Management or equivalent • Food Safety System requirements: ISO 22000 / FSSC 22000 or equivalent food safety certificate • Water Safety Plan / Risk Abatement Plan: SANS 241 certificate or equivalent • ISO 50001/55001 – Energy Management and Asset Management • ISO 17020 - the Requirements for Competencies for Bodies performing inspections <p>All copies of qualifications must be certified and certification not be older than three (3) months on submission at Tendering stage.</p>
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	<p>Assessments / Auditing</p>	<p>An auditor must have experience in applying ISO principles, procedures and techniques in the auditing of a 9002 within integrated management system, in accordance with ISO 19011, and ISO/IEC 17021 standards Experience in the specific ISO standard / procedures to be audited.</p> <p>Subject Matter Experts with the relevant experience in training, implementation and development, working experience, assessment & moderating experience in the successful completion of ISO Standards with IMS Systems as per the outline Specification, which will include but are not limited to: Occupational Health and Safety (SAMTRAC and NEBOSH), Environmental management, Asset Management, Energy Management, Water Safety Plans, Risk Abatement Plans, Business Improvement, Lean Six Sigma, Lead Auditing</p> <p>CV's of Facilitators with 3 contactable references, detailing Work Experience)</p> <p>At least 3 years' experience in the above fields to do the Consultation services.</p>	<p>Certificate / Diploma / Degree or Postgraduate Qualifications in the following:</p> <ul style="list-style-type: none"> • Implementation of the ISO standard; • Internal Auditing in accordance with the various ISO standards; • Lead Auditor in accordance with the various ISO standards; • Health & Safety / OHSAS (Safety representative, Hazardous Assessment, Incident Investigation) or equivalent • SAMTRAC and/or NEBOSH or equivalent • Lean Six Sigma (LSS): Qualification in a Master BlackBelt • Environmental Management or equivalent • Food Safety System requirements: ISO 22000 / FSSC 22000 or equivalent food safety certificate • Water Safety Plan / Risk Abatement Plan: SANS 241 certificate or equivalent • ISO 50001/55001 – Energy Management and Asset Management • ISO 17020 - the Requirements for Competencies for Bodies performing inspections <p>All qualifications should include Internal Audit certificate and or Lead Auditor Certificate</p> <p>All copies of qualifications must be certified and certification not be older than three (3) months on submission at Tendering stage.</p>
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	<p>Legal Compliance Auditor:</p>	<p>Experience in the Legal Compliance Auditing and in compilation of Legal Registers.</p> <ul style="list-style-type: none"> • Environmental, Health and Safety Legal Register Compilation and Updating for ISO 14001 and ISO 45001 purposes • Environmental, Health and Safety Legal Compliance Audits • Environmental and Legal Legislation • Conducting Regular Legal Compliance and Audit work for customers 	<p>Certificate / Diploma / Degree or Postgraduate Qualifications in the following:</p> <ul style="list-style-type: none"> • Environmental Management or equivalent • Environmental Law • Occupational Health and Safety or equivalent • Legal Practitioner, LLB or BProc <p>Professional Body Registration:</p> <ul style="list-style-type: none"> • Legal Practitioner, LLB or BProc <p>All copies of qualifications must be certified and certification not be older than three (3) months on submission at Tendering stage.</p>
<p>Category 2</p>	<p>Occupational Hygiene Surveys and MHI: AIA – Approved Inspection Authority</p>	<p>Occupational Hygiene Surveys: An inspection authority, who has the necessary expertise in the field of occupational hygiene monitoring.</p> <p>Have done Hygiene Surveys, which include the below surveys in the following and other applicable hygiene surveys:</p> <ul style="list-style-type: none"> • Noise Risk Assessments and Monitoring • Ergonomics Survey • Local Extraction Ventilation Survey • Vibration Survey • Indoor Air Quality Monitoring • Thermal Stress Monitoring • Asbestos Survey / Risk Assessments, Registers and Air Monitoring • Lighting Survey / Illumination Survey • Hazardous Chemical Substances (HCS) Risk Assessments and Monitoring • Hazardous Biological Monitoring (swab sampling and air plates) <p>MHI: Have conducted an Major Installation (MHI) Risk Assessment.</p>	<p>Occupational Hygiene Surveys: The Occupational Hygiene (OH) Approved Inspection Authority (AIA) must be accredited by SANAS according to SANS 17020, for the required survey and an approved inspection authority with the Department of Employment and Labour.</p> <p>MHI: registered by the Department of Labour as an Approved Inspection Authority for conducting Major Hazard Installation (MHI) Risk Assessments. SANAS Accredited, 17020</p>

	<p>Implementation, Consultation, Assessments and Training of ISO 17020, the Requirements for Competencies for Bodies performing inspections</p>	<p>Training / Development/Implementation/Maintenance of the ISO 17020 system: Subject Matter Expert with the relevant training experience, assessment, moderation and successfully implementing ISO Standards as per the outline Specification, which will include ISO 17020 requirements</p> <p>CV's of Facilitators with 3 contactable references, detailing Work Experience) At least 3 years' experience in the above fields to do this training</p> <p>Assessments: An auditor must have experience in applying ISO principles, procedures and techniques in the auditing of a 9002 within integrated management system, in accordance with ISO 19011, and ISO/IEC 17021 standardsExperience in the specific ISO standard / procedures to be audited.</p> <p>Subject Matter Experts with the relevant experience in training, implementation and development, working experience, assessment & moderating experience in the successful completion of ISO Standards with IMS Systems as per the outline Specification, which will include ISO 17020 requirements</p> <p>CV's of Facilitators with 3 contactable references, detailing Work Experience)</p> <p>At least 3 years' experience in the above fields to do the Consultation services.</p>	<p>Certificate / Diploma / Degree or Postgraduate Qualifications in the following:</p> <ul style="list-style-type: none"> • ISO 17020 - the Requirements for Competencies for Bodies performing inspections • Implementation of the ISO standard; • Internal Auditing in accordance with the various ISO standards; • Lead Auditor in accordance with the various ISO standards; <p>All copies of qualifications must be certified and certification not be older than three (3) months on submission at Tendering stage.</p>
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2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

2.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

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

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

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 5)**:

- based on the sum of the prices/rates in relation to a typical project/job.

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

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

2.3.10.3.4 Applicable formula:

Either the 80/20 or 90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

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

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

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		12
at least 51% but less than 100%	2		18
100%	1		20

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

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2		18
100%	1		20

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

$$N_T = P_s + N_P$$

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

OR

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

Price shall be scored as follows:

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

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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

$$N_T = P_s + N_P$$

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

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 32 of 66

TENDER NO: 287C/2021/22

TENDER DESCRIPTION: PROVISION OF PROFESSIONAL SERVICES TO CONDUCT INTEGRATED MANAGEMENT SYSTEMS TRAINING, CONSULTATION AND INTEGRATED ASSESSMENTS IN CITY OF CAPE TOWN.

CONTRACT PERIOD: 36 months from date of commencement

VOLUME 2: RETURNABLE DOCUMENTS

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

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

**VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER**

1.1 Type of Entity (Please tick one box)

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

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER [INSERT TENDER NUMBER AND TENDER DESCRIPTION]

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER [INSERT TENDER NUMBER AND TENDER DESCRIPTION]

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

(5) PRICE SCHEDULE

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

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

*Course Accredited – Tenderer to state yes or no in this column.

* Standards and Legislation as per the most recent updates

			Rate per delegate Per Person including disbursements and certificates.						
ITEM	QUALITY MANAGEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 9001 Quality Management Systems – Top Management		Per hour						
2.	SANS/ISO 9001 Quality Management Systems – Introduction (1 day course)		Per Person						
3.	SANS/ISO 9001 Quality Management Systems – Implementation (+/- 3 day course)		Per Person						
4.	ISO 9001 Quality Management Systems – Internal Auditors (3 day course)		Per Person						
5.	SANS/ISO 9001 Quality Management Systems – Lead Auditors (+/- 5 day course) SAATCA		Per Person						
6.	SANS/ISO 9001 Quality Management Systems – Lead Auditors (+/- 5 day course) CQI and IRCA Certified		Per Person						
7.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate Per Person including disbursements and certificates.						
ITEM	ENVIRONMENTAL MANAGEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classr oom	Virtual	Classro om	Virtual	Classro om	Virtual
1.	ISO14001 Environmental Management Systems – Top Management(1day course)		Per hour						
2.	ISO14001 Environmental Management Systems – Introduction (1day course)		Per Person						
3.	ISO14001 Environmental Management Systems - Implementation(3 day course)		Per Person						
4.	ISO 14001 Environmental Management Systems – Internal Auditors(3 day course)		Per Person						
5.	ISO 14001 Environmental Management Systems – Lead Auditors(5day course) - SAATCA		Per Person						
6.	ISO 14001 Environmental Management Systems – Lead Auditors(5day course) - IRCA		Per Person						
7.	ISO 14001 Environmental Management Systems – Legal Liability & Legal for Top Management(1day course)		Per Person						
8.	Environmental Legislation Training (1 day course)		Per Person						
9.	Environmental Monitoring Course (1day course)		Per Person						
10.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate Per Person including disbursements and certificates.						
ITEM	HEALTH AND SAFETY MANAGEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 45001 Occupational Health & Safety Management Systems – Top Management Awareness		Per hour						
2.	ISO 45001 Occupational Health & Safety Management Systems – Introduction (1 day course)		Per Person						
3.	ISO 45001 Occupational Health & Safety Management Systems - Implementation(3 day course)		Per Person						
4.	ISO 45001 Occupational Health & Safety Management Systems – Shop Floor Awareness(1 day course)		Per Person						
5.	Introduction to OHS and Incident Management (1 day course)		Per Person						
6.	Understanding ISO/PAS 45005:2020 (1 day course)		Per Person						
7.	ISO 45001 Occupational Health & Safety Management Systems – Internal Auditing(3 day course)		Per Person						
8.	ISO 45001 Occupational Health & Safety Management Systems – Lead Auditing(5 day course) - SAATCA		Per Person						
9.	ISO 45001 Occupational Health & Safety Management Systems – Lead Auditing(5 day course) - IRCA		Per Person						
10.	ISO 45001 Occupational Health & Safety Management Systems – Legal Requirements(1day course)		Per Person						
11.	Health and Safety Legislative training (2 day course)		Per Person						
12.	SAMTRAC or equivalent, Introduction (5 day course)		Per Person						
13.	SAMTRAC or equivalent, General (10 day course)		Per Person						
14.	SAMTRAC refresher training, 1 day (This is for the SAMTRAC 5 day and 10 day)		Per Person						

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15.	SAMTRAC exam rewrite (5 day and 10 day)		Per Person						
16.	NEBOSH General (>10 day course)		Per Person						
17.	NEBOSH Construction (>15 day course)		Per Person						
18.	NEBOSH Environmental Management (> 5 day course)		Per Person						
19.	NEBOSH Appeals		Per Person						
20.	NEBOSH Exam Rewrites		Per Person						
21.	NEBOSH Refresher training, 2 days		Per Person						
22.	Handling Chemical spills training		Per Person						
23.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate per course including disbursements and certificates.						
ITEM	INTEGRATED MANAGEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 24510 and/or 24511 and/or 24512 training (3day course)		Per Person						
2.	SHREQ or IMS implementation training (>4 day course)		Per Person						
3.	SHREQ or IMS (ISO 9001, ISO 14001, ISO 45001, 50001 and/or 55001 and/or 22000 and/or other ISO Management and Business systems) Auditors Training(>4day course)		Per Person						
4.	SANS/ISO 19011 Integrated Management Systems Auditing based on SANS 9001/14001 and/or 45001 and/or 50001 and/or 55001 and/or 22000 and/or other ISO Management and Business systems (+/- 5 day course)		Per Person						
5.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate per course including disbursements and certificates.						
ITEM	WATER SAFETY MANAGEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	Water Safety Planning training for Management (+/- 2day course)		Per Person						
2.	Water Safety Planning training for Process staff (+/- 3 day course)		Per Person						
3.	Water Safety Plan and/or Blue and/or No and/or and/or Green drop) (>3day course)		Per Person						
4.	Hazard Analysis and Critical Points (HACCP) training SANS 10330, SANS 241 -2 & GMP 10049 (3 day course)		Per Person						
5.	Conduct a Hazard Analysis Critical Control Point (HACCP) study in a food/water handling environment (+/- 2-3 day course)		Per Person						
6.	ISO 22000 Management training		Per hour						
7.	ISO 22000 Introduction training (1day course)		Per Person						
8.	ISO 22000 Implementation training (3 day course)		Per Person						
9.	ISO 22000 Auditors training (5 day course)		Per Person						
10.	Apply Good manufacturing Practice (GMP) / Prerequisite Programs Practices (PRP) as part of a food/Water Safety System (1 day)		Per Person						
11.	Wastewater risk abatement plan: W2Rap training (+/- 2day course)		Per Person						
12.	CCP training for Process Controllers and operators(1day course)		Per Person						
13.	Bioterrorism, Chemterrorism and sobatage in water supply systems (1day course)		Per Person						
14.	Supplier Quality Assurance Training (2 Days course)		Per Person						
15.	Incident Management & Protocol training(1day course)		Per Person						

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16.	Water Quality Management		Per Person						
17.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate per course including disbursements and certificates.						
ITEM	BUSINESS IMPROVEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 22301:2019 Introduction (1 day course)		Per Person						
2.	ISO 22301:2019 Implementation (3 day course)		Per Person						
3.	ISO 22301:2019 Masterclass (5 day course)		Per Person						
4.	ISO 22301:2019 Internal auditor (3 day course)		Per Person						
5.	ISO 22301:2019 Lead Auditor IRCA / SAATCA certified (5 day course)		Per Person						
6.	Facilitation/Facilitators Training (2 day course) [Train the Trainer]		Per Person						
7.	Lean Six Sigma White Belt: Introduction to Lean Six Sigma (1 day)		Per Person						
8.	Yellow belt Six Sigma (2 day course) Problem Solving		Per Person						
9.	Yellow belt Six Sigma for key staff (Certified Yellow Belt) (5 day course)		Per Person						
10.	Greenbelt Six Sigma for key staff (Certified Green Belt) (10 day course)		Per Person						
11.	Blackbelt Six Sigma for key staff (Certified Blackbelt) (10-15 day course)		Per Person						
12.	Root Cause Analyses (2day course)		Per Person						

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13.	Process Improvement Introduction training (1 day course)		Per Person						
14.	Innovation Training (PDCA & Quality Circles) (1 day course)		Per Person						
15.	Business Improvement Training (2 day course)		Per Person						
16.	Ms Visio & Business Process mapping (1 day course)		Per Person						
17.	Character First training(2 day course)		Per Person						
18.	Process Mapping Toolbox towards Excellence (2 days)		Per Person						
19.	Statistical Process Control (2 days)		Per Person						
20.	Failure Mode and Effects Analysis (FMEA) (1-2 days)		Per Person						
21.	Developing and Managing Key Performance Indicators (KPIs) (2 days)		Per Person						
22.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate per course including disbursements and certificates.						
ITEM	OTHER MANAGEMENT SYSTEM TRAINING – ISO 50001 ENERGY MANAGEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 50001 - Energy management for management (per hour session)		Per Hour						
2.	ISO 50001 - Energy management Introduction (1day course)		Per Person						
3.	ISO 50001 - Energy management implementation (2-3 day course)		Per Person						
4.	ISO 50001 - Energy management Internal Auditors (3 day course)		Per Person						
5.	ISO 50001 - Energy management Lead Auditors (5 day course)		Per Person						
6.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate per course including disbursements and certificates.						
ITEM	OTHER MANAGEMENT SYSTEM TRAINING – ISO 55001 ASSET MANAGEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 55001 - Asset management for management (per hour session)		Per Hour						
2.	ISO 55001-Asset management introduction (1 day course)		Per Person						
3.	ISO 55001 - Asset management implementation (2-3 day course)		Per Person						
4.	ISO 55001- Asset management Internal auditors (3 day course)		Per Person						
5.	ISO 55001- Asset management Lead auditors (5 day course)		Per Person						
6.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate per course including disbursements and certificates.						
ITEM	OTHER MANAGEMENT SYSTEM TRAINING – ISO 31000 RISK MANAGEMENT TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 31000- Risk management Introduction (1 day course)		Per Person						
2.	ISO 31000- Risk management Implementation (2-3 day course)		Per Person						
3.	ISO 31000- Risk management Internal auditors (3 day course)		Per Person						
4.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate per course including disbursements and certificates.						
ITEM	OTHER MANAGEMENT SYSTEM TRAINING – ISO 17020 REQUIREMENTS FOR COMPETENCIES FOR BODIES PERFORMING INSPECTIONS TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 17020 Requirements for the competencies of bodies performing inspections, Management Workshop (per hour session)		Per Hour						
2.	ISO 17020 Requirements for the competencies of bodies performing inspections, Introduction (1 day)		Per Person						
3.	ISO 17020 Requirements for the competencies of bodies performing inspections, Implementation (3 day)		Per Person						
4.	ISO 17020 Requirements for the competencies of bodies performing inspections, Internal audit training (>2 day)		Per Person						
5.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

			Rate per delegate per course including disbursements and certificates.						
ITEM	OTHER MANAGEMENT SYSTEM TRAINING –TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	Management Review training (1 day)		Per Person						
2.	Incident Command Training (3 days)		Per Person						
3.	SANS 10378 General Requirements for the Competence of Verification Laboratories” (1day course)		Per Person						
4.	SATS 1286:2011 Measurement and Verification of local content - Local Goods, Services and Works (1day course)		Per Person						
5.	Application of SANS, IWA & ISO standards (1day course)		Per Person						
6.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

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ITEM	MANAGEMENT SYSTEM CONSULTATION SERVICES DESCRIPTION	UNIT	Year 1	Year 2	Year 3
1.	Develop, Implement and maintain IMS (ISO 9001 and/or ISO 14001 and/or ISO 22000 and/or ISO 45001 and/or ISO 50001 and/or ISO 55001 and/or SANS 31000 and/or SANS 22301 and or ISO 17020 any other SANS standard) and Business Improvement	Per hour			
2.	Develop, Implement and maintain Individual ISO 9001 and/or ISO 14001 and/or ISO 45001 and/or ISO 50001 and/or ISO 55001 and/or SANS 31000 and/or SANS 22301 and or ISO 17020 other ISO / SANS standard and Business Improvement	Per hour			
3.	Maintaining existing systems IMS ISO 9001 and/or 14001 and/or ISO 22000 and/or ISO 45001	Per hour			
4.	Maintaining existing systems Individual ISO 9001 and/or ISO 14001 and/or ISO 22000 and/or ISO 45001	Per hour			
5.	Develop, Implement and maintain ISO 24510 and/or 24511 and/or 24512	Per hour			
6.	Develop “As is” procedure and other IMS documents for systems implementation	Per hour			
7.	Develop “To Be” procedure and other IMS documents for systems compliance	Per hour			
8.	Facilitate workshop for “As Is” and “To Be” IMS procedures	Per hour			

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ITEM	WATER SAFETY CONSULTATION SERVICES DESCRIPTION	UNIT	Year 1	Year 2	Year 3
1.	Develop, Implement and maintain (Blue and/or Green Drop and/or No Drop)	Per hour			
2.	Develop, implement and maintain the Branch Water Safety Plans	Per hour			
3.	Develop, implement, integrate and maintain the Departmental Water Safety Plans	Per hour			
4.	Maintaining existing systems(Blue and/or Green Drop and/or No drop)	Per hour			
5.	Develop, implement and maintain the Wastewater risk abatement plan: W2RAP	Per hour			
6.	Develop "As is" WSP procedure and other IMS documents for systems implementation	Per hour			
7.	Develop "To Be" WSP procedure and other IMS documents for systems compliance	Per hour			
8.	Facilitate workshop for "As Is" and "To Be" WSP procedures	Per hour			

ITEM	SANS 17020 CONSULTATION SERVICES DESCRIPTION	UNIT	Year 1	Year 2	Year 3
1.	Develop, Implement and maintain IMS (ISO 17020)	Per hour			
2.	Develop, Implement and maintain Individual, ISO 17020	Per hour			
3.	Provide consultation sessions to review and assist the inspection body with the compilation of a management system in compliance with SANS 17020 and any other additional accreditation requirement. In addition, also evaluate and review technical support documents where available. Refer to Part A in this document for further detail.	Per hour			

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4.	Provide a feedback monitoring report after each consultation session detailing progress made by the facility in addressing the identified gaps and identifying outstanding matters.	Per hour			
5.	Assist and guide in the completion of all documents necessary for submission of application for accreditation to SANAS	Per hour			
6.	Present an overview of the SANAS QM system and accreditation process (in terms of SANS 17020) to management (power point presentation).	Per hour			
7.	Supply of quality manual to comply to ISO/IEC 17020 (to include both quality manual in addition to all the required procedures and all other required documentation excluding OH sampling and survey methods.	Per hour			

ITEM	INTEGRATED ASSESSMENT DESCRIPTION	UNIT	Year 1	Year 2	Year 3
1.	First party assessment, Reports and feedback presentation (internal assessment, gap assessment & readiness assessments)	Per hour			
2.	Second Party assessment, Reports and Feedback presentation (supplier)	Per hour			
3.	Consignment Inspection on batches, products or material supplied to department, Reports and Feedback Presentation	Per hour			
4.	Water Treatment Plant Process Audits in compliance to the Blue Drop requirements , Reports and Feedback Presentation	Per hour			
5.	Reticulation system process audits in compliance to the Blue Drop requirements, Reports and Feedback Presentation	Per hour			
6.	Wastewater process plant audits in compliance to Green Drop requirements, Reports and Feedback Presentation	Per hour			
7.	SHREQ awards audits	Per Hour			

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ITEM	INTEGRATED SERVICES DESCRIPTION	UNIT	Year 1	Year 2	Year 3
1.	Monitor and ensure compliance to the OHS Act 85 of 1993 requirements; Reports and feedback presentation	Per hour			
2.	Vendor surveillance and /or compliance assessments (desktop or physical inspections); Reports and feedback presentation	Per Hour			
3.	Implementation of Conditional Assessments to Buildings and Infrastructure (To include: inspections of buildings, civil, electrical, electronic and mechanical infrastructure, providing an report, with recommendations, provision of an asset life cycle report but also recommended maintenance plans and schedules)	Per hour			
4.	Occupancy Certificate	Per hour			
5.	Risk Assessments Implementation and Maintenance; Reports and feedback presentation	Per hour			
6.	Fire Risk Assessments, Reports and feedback presentation	Per Hour			
7.	Legal Registers	Per unit			
8.	Legal Audits OHS, Reports and feedback presentation	Per hour			
9.	Legal Audits OHSE, Reports and feedback presentation	Per hour			

CATEGORY 2

ITEM	INTEGRATED SERVICES DESCRIPTION	UNIT	Year 1	Year 2	Year 3
1.	Occupational Hygiene Survey (OHS / OHSE) – Noise, Ergonomics, Illumination, Ventilation and Air Contaminants; Asbestos Assessments and other applicable Occupational Hygiene Surveys; Reports and feedback presentation	Per hour			
2.	Asbestos Survey and Assessment; Reports and feedback presentation	Per hour			
3.	Ergonomics Survey and Assessment; Reports and feedback presentation	Per hour			
4.	Major Hazardous Risk Installation; Reports and feedback presentation	Per hour			

ITEM	SANS 17020 CONSULTATION SERVICES DESCRIPTION	UNIT	Year 1	Year 2	Year 3
1.	Develop, Implement and maintain IMS (ISO 17020)	Per hour			
2.	Develop, Implement and maintain Individual, ISO 17020	Per hour			
3.	Provide consultation sessions to review and assist the inspection body with the compilation of a management system in compliance with SANS 17020 and any other additional accreditation requirement. In addition, also evaluate and review technical support documents where available.	Per hour			
4.	Provide a feedback monitoring report after each consultation session detailing progress made by the facility in addressing the identified gaps and identifying outstanding matters.	Per hour			
5.	Assist and guide in the completion of all documents necessary for submission of application for accreditation to SANAS	Per hour			

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6.	Present an overview of the SANAS QM system and accreditation process (in terms of SANS 17020) to management (power point presentation).	Per hour			
7.	Supply of quality manual to comply to ISO/IEC 17020 (to include both quality manual in addition to all the required procedures and all other required documentation excluding OH sampling and survey methods.	Per hour			

			Rate per delegate per course including disbursements and certificates.						
ITEM	OTHER MANAGEMENT SYSTEM TRAINING – ISO 17020 REQUIREMENTS FOR COMPETENCIES FOR BODIES PERFORMING INSPECTIONS TRAINING classroom/virtual (online) DESCRIPTION	*Course Accredited	UNIT	Year 1		Year 2		Year 3	
				Classroom	Virtual	Classroom	Virtual	Classroom	Virtual
1.	ISO 17020 Requirements for the competencies of bodies performing inspections, Management Workshop (per hour session)		Per Hour						
2.	ISO 17020 Requirements for the competencies of bodies performing inspections, Introduction (1 day)		Per Person						
3.	ISO 17020 Requirements for the competencies of bodies performing inspections, Implementation (3 day)		Per Person						
4.	ISO 17020 Requirements for the competencies of bodies performing inspections, Internal audit training (>2 day)		Per Person						
5.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.		Per Person						

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 The tender will be awarded per category, therefore the tenderer must provide pricing for all items within a category:

Category 1

- ✚ Implementation, Consultation, Assessments and Training of the Intergrated Management System (ISO 55001, ISO 50001, ISO 45001, ISO 9001, ISO 22000, ISO 14001, ISO 22301, ISO 31000, ISO 17020) including other training requirements and Business Improvement interventions.
- ✚ Implementation, Consultation, Assessments and Training of Water Safety Plans and Risk Abatement Plans (Blue Drop, Green Drop and No Drop)
- ✚ Legal Requirements - Legal Compliance Asssesments (OHS / OHSE) and Legal Registers

Category 2

- ✚ Provision of Occupational Hygiene Surveys and Major Hazardous Risk Installation
- ✚ Implementation, Consultation, Assessments and Training of ISO 17020, the Requirements for Competencies for Bodies performing inspections

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

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INITIALS OF CITY OFFICIALS		
1	2	3

Schedule 2: Declaration for Procurement above R10 million

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

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

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

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

YES		NO	
-----	--	----	--

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

2.2 If YES, provide particulars:

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

YES		NO	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

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

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

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

Schedule 3: Preference Schedule
--

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

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

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

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

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard

submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

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

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

where:

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

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

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

where:

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

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

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

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

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

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

For official use.

SIGNATURE OF CITY OFFICIALS AT TENDER OPENING

1.	2.	3.
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1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in

service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of tenderer or his or her representative:.....
3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder²).....

3.4 Company or Close Corporation Registration Number:.....

3.5 Tax Reference Number.....

3.6 VAT Registration Number:.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars

3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

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

- (a) a member of –**
 - (i) any municipal council;**
 - (ii) any provincial legislature; or**
 - (iii) the national Assembly or the national Council of provinces;**
- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
- (e) an executive member of the accounting authority of any national or provincial public entity; or**
- (f) an employee of Parliament or a provincial legislature.**

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

Schedule 5: Conflict of Interest Declaration

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

YES		NO	
-----	--	----	--

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

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

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

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

YES		NO	
-----	--	----	--

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

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

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

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

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

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

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

NOT APPLICABLE. 3 YR FIXED PRICES AS PER PRICING SCHEDULE

Schedule 9: Certificate of Independent Tender Determination
--

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

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

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.


SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information shall be provided with the Tender or will be requested within a specified timeframe

Information to be provided with tender submission and to align with eligibility criteria requirements

e.g proof of company experience and accredited certificate

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 80 of 66

TENDER NO: 287C/2021/22

TENDER DESCRIPTION: PROVISION OF PROFESSIONAL SERVICES TO CONDUCT INTEGRATED MANAGEMENT SYSTEMS TRAINING, CONSULTATION AND INTEGRATED ASSESSMENTS IN CITY OF CAPE TOWN

CONTRACT PERIOD: 36 months from date of commencement

VOLUME 3: DRAFT CONTRACT

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

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

**VOLUME 3: DRAFT CONTRACT
(7) SPECIAL CONDITIONS OF CONTRACT**

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract**. Please refer to this document contained on the CCT's website.

- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

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

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices

applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be **R2000 – per non compliance work**

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

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

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

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants,

agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
 - b) sent by registered mail – five (5) working days after mailing
 - c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

COMPILER NOTE:

- a) **IF THE BSC INTENDS TO INCORPORATE FURTHER CONTRACT CONDITIONS BY WAY OF SLA'S TERMS OF REFERENCE ETC. IT IS RECOMMENDED THAT SUCH DOCUMENTS BE INCORPORATED WITH THE ASSISTANCE OF LEGAL SERVICES: PROCUREMENT LAW UNIT AND THAT THE ORDER OF PRECEDENCE BE EXPRESSLY STATED IN THE SPECIAL CONDITIONS OF CONTRACT.**
- b) **DRAFTERS NOTE: PLEASE REFER TO THE DRAFTERS NOTE WITH REGARD LOCAL CONTENT AT CLAUSE 6.7]**

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

FORM OF GUARANTEE / PERFORMANCE SECURITY NOT APPLICABLE TO THIS TENDER

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

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

National Banks:

ABSA Bank Ltd.
FirstRand Bank Limited
Investec Bank Limited
Nedbank Ltd Limited
Standard Bank of South Africa Limited

International Banks (with branches in SA):

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

Insurance companies:

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

(10) FORM OF ADVANCE PAYMENT GUARANTEE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R.....

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

- 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed aton the.....day of.....20....

Witness

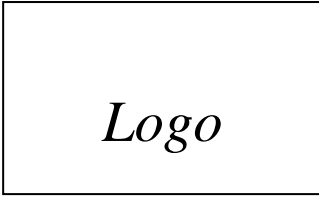
Mandatory

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

Witness

for and on behalf of
City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)



Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 287C/2021/22

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

Abbreviations used in this document are as follows:

1. ISO	International Organisations for Standardisation
2. OHSAS	Occupational Health and Safety Management Systems
3. OHS	Occupational Health and Safety
4. OHSE	Occupational Health, Safety and Environmental
5. IMS	Integrated Management Systems
6. SANS	South African National Standards
7. COCT	City of Cape Town
8. SANAS	South African National Accreditation System
9. IMS	International Quality Management System
10. SLA	Service Level Agreement
11. OHS ACT	Occupational Health and Safety Act
12. SOP	Standard Operating Procedure
13. W&S	Water and Sanitation Department
14. WSP	Water Safety Plans
15. EMS	Environmental Management System
16. BCMS	Business Continuity Management System
17. SAATCA	Southern African Auditor Training and Certification Authority
18. IRCA	International Register of Certified Auditors
19. CQI	Chartered Quality Institute
20. IOSH	Institute of Occupational Safety and Health
21. SAIOSH	South African Institute of Occupational Safety and Health
22. MHI	Major Hazard Installation

1. INTRODUCTION

The City of Cape Town's Departments seeks to enhance and improve customer satisfaction and product quality by meeting regulatory, safety and reliability requirements. It further seeks to and ensures consistency of Quality, Safety, Environmental, Health and Risk throughout our value chain.

The Consultation will ensure that all sections and departments within the City of Cape Town take time to understand their business or service processes and that all these processes must be followed documented and maintained by everyone throughout the department to demonstrate compliance.

To achieve the above goals, the COCT wishes to procure the services of a Service Providers that have experience with IMS through the principles of ISO/IEC 19011 auditing, ISO systems, SANS standards, Legal and Regulatory Requirements.

2. SCOPE

2.1 The scope of the appointment shall cover all aspects of the COCT Conformity Assessment that includes IMS training, consignment inspections, testing and consultations for all departments within the City of Cape Town.

The duration of the appointment shall be for 3 years from date of commencement of contract.

The tender will be awarded according to two Categories:

Category 1

- ✚ Implementation, Consultation, Assessments and Training of the Intergrated Management System (ISO 55001, ISO 50001, ISO 45001, ISO 9001, ISO 22000, ISO 14001, ISO 22301, ISO 31000, ISO 17020) including other training requirements and Business Improvement interventions.
- ✚ Implementation, Consultation, Assessments and Training of Water Safety Plans and Risk Abatement Plans (Blue Drop, Green Drop and No Drop)
- ✚ Legal Requirements - Legal Compliance Asssesments (OHS / OHSE) and Legal Registers

Category 2

- ✚ Provision of Occupational Hygiene Surveys and Major Hazardous Risk Installation
- ✚ Implementation, Consultation, Assessments and Training of ISO 17020, the Requirements for Competencies for Bodies performing inspections

2.1 Business Benefits:

- Measurable Improvement in service and product Quality
- Improvement in quality awareness and cultivation of a quality culture
- Decrease of material/products not adhering to tender specification, so reducing faulty or non-complying products/material
- Improvement in record keeping and control systems, leading to better decision making
- Improvement of esteem in the department and branches
- Increase in departmental/branch competitiveness on Quality
- Improvement and discipline in Quality and business processes
- Improvement in management efficiency
- Our Departments will benefit having the ability to conduct regular ISO audits to improve service delivery
- Striving towards a world class organization

2.2 Customer benefits:

- Decrease in fruitless and wasteful expenditure
- Improvement in customer services
- Improvement in end-user products not adhering to specifications and standards
- Decrease in supply material wasted
- Confidence in the Service delivery value chain

2.3 Deliverables

Some of the following general deliverables is needed:

- Relevant IMS Training for the departments
- Training Certificates of completion, attendance and attendance registers
- Full Audit Reports with pictures for all non-compliances
- Approved Test Reports by Authority bodies
- Training Manuals (hard copy and/or soft copy)
- As is procedures developed and workshop with staff
- Procedures to be developed and implemented
- Risk Assessments, that includes Water Safety plan/s to be develop maintain and integrated

2.4 Training Requirements

1. Training will take place on weekdays from Monday to Friday.
2. Daily Course/training are to be held:
 - I. Full day from 8h30 until 16h00.
 - II. Half day from 8h30 until 12h30
 - III. Management Training / Workshops will be per hour
3. It is anticipated that there will be a minimum of 10 delegates per course from different departments/sections.
4. The maximum number of delegates per course is dependent on the type of course.
5. The target Group will from various categories within the City of Cape Town namely, administrative, technical, professional, managerial, operational staff.
6. The samples of the same readable and legible manuals and other training material must be submitted prior to the contract being awarded for reference purposes. Training must be outcomes based as describe in the Part A: Training table below.
7. Courses that does not require an exam/test, delegates will be issued with a certificate of attendance.
8. Courses to be presented in English, but courses in Xhosa and Afrikaans may be requested from the project manager.

9. The successful Service Provider is required to obtain written approval from the City of Cape Town in the event that a Trainer/Facilitator, Moderator and Assessor needs to be replaced.

2.5 Training Venue:

It is the responsibility of the Service Provider to ensure that a Training Venue is organised for all Training. The first training venue option for training will be the COCT premises, but if the COCT cannot accommodate a training venue it is the responsibility of the Service Provider to arrange for a Training Venue.

Where it is not possible to arrange classroom/face to face facilitation, training must be delivered virtually/online.

The following Training options is applicable, however, the 1st option would be In-house training.

Online training, will be the same high-quality classroom course with the same expert tutor, simply delivered in a virtual environment, regardless of where you're located.

Classroom training Attendees are away from office distractions and benefit from interacting and networking with people from other organizations.

In-house training An in-house training course is held at COCT premises and is open only to the COCT employees. Training in-house eliminates travel expenses and additional time away from the office. It also keeps your content and discussions confidential.

Travelling to depots / sites for training: The successful Service Provider will need to cover a distance within a 300 km radius in the Cape Metropole the furthers point will be Voelvllei, Wemmershoek, Steenbras, Atlantis to Simonstown and the bigger metropole areas.

2.6 Competency Assessment, Moderation and Certification Criteria:

It shall be the duty of the Trainer to assess the competency of delegates on a continuous basis by using a range of assessment tools and methods.

A well-structured written and or practical assessment, is required where applicable at the end of each training session, to determine the competency of delegates.

- Competency tests and the moderation thereof – examination/assessment
- Re-examination/assessment of person who are not yet competent.
- Certification of competency to be issue upon completion of the training.

Not yet competent delegates shall have the right to do a rewrite

Only competent delegates may and must be certified to the training received.

Certificates to be emailed within 10 working days and originals to be delivered within 15 working days from the date of the training.

Assessments	Assessment Criteria	Certificate
Awareness and Introduction sessions	No assessment is required for awareness / introduction workshop / training session.	Certificate of Attendance
3-15 Days (include implementation, auditing and short courses)	There will be an assessment at the end of the course; dependent of course as assessment can also be in the form of an assignment. • Delegates have to complete the assessment with a pass rate to receive a certificate of competence.	Certificate of competence

	<ul style="list-style-type: none"> Delegates will receive an attendance certificate regardless of a pass or fail. 	
Lead auditor training (IRCA/ SAATCA)	<p>There will be an assessment at the end of the course.</p> <ul style="list-style-type: none"> Delegates have to complete the assessment with the minimum score criteria as per requirement to receive a certificate of competence. Delegates who fail will get a second attempt at the assessment. Delegates who score lower than the required failure mark or fail the second attempt, will need to do a refresher and rewrite the test. Delegates will receive an attendance certificate regardless of a pass or fail 	Certificate of competence

2.7 TRAINING MATERIAL

- The initial training material pack must be aligned to the training requirements contained in the specification and the disclosed information on some applicable COCT System Procedures.
- The successful Service Provider is required to provide all training equipment for the facilitation of these interventions e.g own overhead projector, laptop, flipcharts, flipchart stand, flipchart pens, dvd's and all other training aids.
- The successful Service provider must provide all training manuals for facilitation, assessments and all learner guides for each training course for the duration of the contract.
- The initial training material pack must consist of the following:
 - a Training Manual covering the full spectrum of the course (book hard copy and soft copy)
 - the Power Point Training Presentation presented (printed hard copy and soft copy)
 - data projectors, flip charts, stationery as may be necessary
 - sample practical exercise/s during training (hard and soft copy)
 - sample written and practical examination/assessment to determine competency (hard and soft copy)
 - Soft copies must be submitted on a USB memory stick.
- The Training guides and manuals are to include explicit examples that learners can use as reference guides in their workplace.
- The successful Service Provider is required to provide all photocopy material for learners as no photocopying facility will be made available to the successful service provider and learners at the training venue.
- After award the INITIAL Training Material must within 60 days of award be finalised by the successful tenderer with the relevant COCT project manager/s, with the understanding that the agreed training material shall be the intellectual property of the COCT.
- It shall be a standard requirement for the successful tenderer to update training material in terms of any COCT Procedure changes, as and when necessary. No expenses shall be claimed by the training company in this regard.
- All issued Certificates of Training and Competency must be delivered to the WDM,R&P Branch in Hard Copy (printed) and electronic PDF Soft Copy
- Attendance Registers must be signed and completed by all attendees on a daily basis and submitted to the WDM,R&P Section on the last day of each Training session for record keeping purposes.

2.8 Consultation requirements

1. The successful Service Provider is required to provide full typed reports (audits, inspections, test, laboratories and other reports) within 15 working days emailed and 20 days hand delivered (hand delivered reports is dependent on the type of report submitted – where applicable).
2. The successful Service Provider will need to cover a distance within a 300 km radius in the Cape Metropole the furthers point will be Voelvlei, Wemmershoek, Steenbras, Atlantis to Simonstown and the bigger metropole areas.
3. The successful Service Provider must provide skills and knowledge transfer to all staff through mentorship and coaching programmes.
4. The successful Service Provider must provide statistical analysis on data and information in easy readable programmes.
5. The successful Service Provider must alert the City of Cape Town department of any risk to staff and to the business that comes from the interaction with the department/branches.
6. The successful Service Provider must maintain confidentiality at all times and can only release information when applied and approved by the City of Cape Town Project manager.
7. The successful Service Provider to provide operating manuals in hard copies and soft copies within 15 working days where applicable.
8. The successful Service Provider must have technological capabilities with a stable network, where they can access various online platforms.
9. All Assessments conducted must include full report, with feedback and presentation (Presentation is where applicable)

2.9 GENERAL STANDARDS and REQUIREMENTS

Lead Time

Work may only commence upon receipt of a valid CCT works Purchase Order

Work must be carried out expeditiously in compliance/adherence to prescribed and required time frames and/or urgency of the task. General execution periods shall be:

- unless specifically otherwise agreed in writing by the authorised CCT Representative, due to special circumstances

Pre- Meeting

BEFORE ANY WORK IS CONDUCTED, the facilitator/consultant will be required to brief and agree the material contents and expected performance standards with the relevant Project Manager.

Work, Documentation & Records

After completion of every training/workshop/project/ system implementation, the Service Provider must WITHIN 15 WORKING DAYS of completion submits a comprehensive report inclusive of Copies of all documents and records that include but is not limited to processes, procedures, presentation material, training certificates, attendance registers, evaluation forms; all Invoices and necessary/ outstanding documents to the City of Cape Town .

All issued work, documentation and records to be delivered to the COCT representative in Hard Copy (printed) and electronic PDF Soft Copy

Attendance Registers must be signed and completed by all attendees on a daily basis and submitted to the WDM,R&P Section on the last day of each session for record keeping purposes.

Catering & Refreshments

No catering as per COCT Catering policy.

COVID 19 regulations and compliance

Service provider to ensure that they comply and refer to the latest directive/ regulations.

Service provider to ensure that social distancing is adhered to in the training venue, and all delegates wear masks at all times and sanitise as and when required.

Service provider must ensure that delegates complete COVID 19 questionnaires.

CATEGORY 1

QUALITY MANAGEMENT TRAINING				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 9001 Quality Management Systems – Top Management	<p>This workshop provides organisations' top management and decision makers with an understanding of commitments and obligations required to implement and maintain a successful management system that fulfils the compliance requirements of the standard.</p> <p>On completion of the workshop, Management should:</p> <ul style="list-style-type: none"> ▪ Understand the role and impact of the ISO 9001 standard ▪ Identify and relate the requirements of ISO 9001 to the business processes ▪ Review the requirements of ISO 9001 and develop action plans for the implementation of Leadership activities ▪ Identify the requirements of ISO 9001 with regards to risk identification and management <p>The Workshop Outline <u>includes</u>:</p> <ul style="list-style-type: none"> - Introduction to the standard - Benefits of implementation - Structural Changes on ISO 9001 PDCA cycle - Process based thinking - Risk based thinking 	<p>Top Management and Leaders,</p> <ul style="list-style-type: none"> ▪ Members of a Senior Management Team who operate an ISO 9001 management system ▪ Those wishing to improve their business through the application of the Leadership activities ▪ Those who want to improve strategic decision making around certification 	Virtually and Classroom
2.	SANS/ISO 9001 Quality Management Systems – Introduction (1 day course)	<p>This course is aimed at all staff and allows delegates to understand the fundamental principles of ISO 9001 and what a Quality Management System entails. All delegates will have an in-depth knowledge of the requirements of ISO 9001.</p> <p>This course has been designed to provide an overview of the Quality Management Systems concepts.</p> <ul style="list-style-type: none"> •The training meets the ISO 9001 awareness requirement for creating, maintaining, and improving a company's Quality Management System. 	<p>Staff with some exposure to QMS Senior and executive managers involved in strategy implementation</p> <ul style="list-style-type: none"> ▪ Management Representatives, Executives, Managers/Offic 	Virtually and Classroom

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		<ul style="list-style-type: none"> • The fundamentals or Risk, Governance, Changes from ISO 9001 to ISO 9001, Definitions, Principals and Process Approach (Plan Do Check Act) are a few topics discussed. <p>SECTION 1: Scope SECTION 2: Normative references SECTION 3: Terms and definitions SECTION 4: Context of the organization SECTION 5: Leadership SECTION 6: Planning SECTION 7: Support SECTION 8: Operation SECTION 9: Performance evaluation SECTION 10: Improvement</p>	<p>ers, Internal Quality Auditors, Quality Management/QMS Certification Team, Document Controllers, team leaders/function al leaders or in charge, key personnel</p> <p>Also for staff that require refresher training</p>	
3.	SANS/ISO 9001 Quality Management Systems – Implementation (+/- 3 day course)	<p>This is a implementers course on the ISO 9001 standard for Implementation team members and custodians from key functional areas. The fundamental objective of the course is to gain the required skills to conduct a baseline review of your organisation’s current position and implement the key principles of ISO 9001.</p> <ul style="list-style-type: none"> • Using a step-by-step approach, the trainee will learn how to develop an implementation plan, create necessary documentation, monitor your QMS and achieve continual quality improvement. • In-depth understanding on how to implement a 9001 Quality Management System. Learn about the documentation requirements and receive a set of required documents that can be used in your implementation. • Be fully prepared to implement the QMS, The PDCA cycle and use of the documented information. <p>Techniques to get the most from your QMS</p> <ul style="list-style-type: none"> • How to develop a robust plan to implement ISO 9001 <p>Key areas of learning <u>include</u>:</p>	<p>All staff involved with maintenance and daily use of the QMS Staff completed Introduction</p> <p>For those who already have an understanding of ISO 9001 and want to apply this when implementing the standard</p>	<p>Virtually and Classroom</p>

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		<p>Understanding the Process approach; Incorporating a Risk Based culture to business & developing an in-depth knowledge of all clauses and requirements of the standard.</p> <p>There will be an assessment at the end of the course.</p> <p>Certificate of competence</p>		
4.	ISO 9001 Quality Management Systems Internal Auditors (3 day course)	<p>The aim of this course is to provide students with the knowledge and skills required to perform an internal assessment part of a quality management system based on ISO 9001 (or equivalent), and report on the effective implementation and maintenance of the management system in accordance with ISO 19011.</p> <p>The Internal Quality Auditing Course allows delegates to conduct First Party (Internal) and Second Party (Supplier) Audits.</p>	<p>Those with an in-depth knowledge of ISO 9001</p> <ul style="list-style-type: none"> • You may have experience of managing and implementing the standard • If you need to carry out an internal audit. <p>This course is intended for delegates from organisations that are required to conduct Internal Audits and use the practical Principles of auditing.</p>	Virtually and Classroom

<p>5.</p>	<p>SANS/ISO 9001 Quality Management Systems – Lead Auditors (+/- 5 day course) SAATCA</p>	<p>QMS lead auditor course is designed for a thorough understanding and application of the quality management systems, its strategies and techniques. The aim of this course is to provide delegates with the knowledge and skills required to perform first, second and third-party ISO audit of quality management systems against ISO 9001, in accordance with ISO 19011 and ISO/IEC 17021, as applicable to the principles of auditing.</p> <p>On completion successful delegates will have the knowledge and skills to:</p> <ul style="list-style-type: none"> • Explain the purpose of a quality management system, of quality management systems standards, of management system audit, of third-party certification and the business benefits of improved performance of the quality management system. • Explain the role and responsibilities of an auditor to plan, conduct, report and follow-up a quality management system audit in accordance with ISO 19011, and ISO/IEC 17021, as applicable. • Plan, conduct, report and follow-up an audit of a quality management system to establish conformity (or otherwise) with ISO 9001 and in accordance with ISO 19011, and ISO/IEC 17021, as applicable. <p>Key learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Develop internal and external audit programmes & schedules • Assess the scope and objectives of a quality internal audit • Prepare and manage an internal audit plan • Identify, gather, analyse and evaluate information • Compile results and report findings – including writing up non conformities • Identify the resources required to conduct a QMS audit • Identify and prepare checklists and audit related documentation • Conduct opening & closing meetings • Manage the follow-up process with auditees (closing out of non-conformities) <p>Monitor and review audit systems and activities</p>	<p>Staff interested in becoming QMS third party or lead auditors</p>	<p>Virtually and Classroom</p>
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6.	SANS/ISO 9001 Quality Management Systems – Lead Auditors (+/- 5 day course) CQI and IRCA Certified	<p>CQI and IRCA Certified ISO 9001 Lead Auditor course is an intensive five-day course, where discover internationally recognized best practice auditing techniques.</p> <p>You will obtain the abilities to plan, conduct, report, and follow up on an audit in line with ISO 19011 using new accelerated learning methodologies.</p> <p>On the fifth day, a written exam is conducted, and on successful completion, receive an internationally recognized auditing qualification.</p> <p>Key learning areas include:</p> <ul style="list-style-type: none"> • Develop internal and external audit programmes & schedules • Assess the scope and objectives of a quality internal audit • Prepare and manage an internal audit plan • Identify, gather, analyse and evaluate information • Compile results and report findings – including writing up non conformities • Identify the resources required to conduct a QMS audit • Identify and prepare checklists and audit related documentation • Conduct opening & closing meetings • Manage the follow-up process with auditees (closing out of non-conformities) <p>Monitor and review audit systems and activities</p>	Staff interested in becoming QMS third party or lead auditors	Virtually and Classroom
7.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually and Classroom

ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) TRAINING				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO14001 Environmental Management Systems – Top Management(1 per hour session)	<p>This workshop provides organisations' top management and decision makers with an understanding of commitments and obligations required to implement and maintain a successful Environmental management system that fulfils the compliance requirements of the standard.</p> <p>This course has been designed to provide an overview of the Environmental Management Systems concepts: Fundamentals or Risk, Governance, Changes from ISO 14001:2004 to ISO 14001, Definitions and Clause overview in relation to the Plan Do Check Act Model (PDCA Model).</p> <p>Adopt a risk-based approach to the EMS and Continually improve on the EMS within the organisation.</p>	<p>Top Management and Leaders,</p> <ul style="list-style-type: none"> ▪ Members of a Senior Management Team who operate an ISO 9001 management system ▪ Those wishing to improve their business through the application of the Leadership activities ▪ Those who want to improve strategic decision making around certification 	Virtually and Classroom
2.	SANS/ISO14001 Environmental Management Systems – Introduction (+/- 1 day course)	<p>Understanding the basics of EMS in accordance to SANS/ISO 14001</p> <p>Understanding EMS Concepts and Issues</p> <p>Understanding the requirements of ISO 14001 attendance required</p> <p>Obtain a detailed understanding of the key terms, definitions and requirements of ISO 14001 Environmental Management System (EMS) and how the standard can help your organization to better meet its environmental obligations and commitments.</p>	All staff with no to little exposure to the system	Virtually and Classroom

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<p align="center">3.</p>	<p align="center">SANS/ISO14001 Management Implementation (+/- 3 day course)</p> <p align="center">Environmental Systems</p>	<p>This is a implementation course on the ISO 14001 standard for all learners. Implementation team members and custodians from key functional areas of the organization will gain sound knowledge and skills to effectively implement maintain and improve the organizations' Environmental Management System.</p> <p>Key areas of learning include:</p> <p>Understanding the Process approach;</p> <p>Incorporating a Risk Based culture to business & developing an in-depth knowledge of all clauses and requirements of the standard</p> <p>Understanding the concepts of ISO 14001.</p> <p>Understanding of environmental risks or opportunities</p> <p>Understanding the requirements, interpretation and intent of the standard</p> <p>Gain the required skills to conduct a base-line review of your organization's current position and implement the key principles of ISO 14001.</p> <p>Using a step-by-step approach, will learn how to develop an implementation plan, create necessary documentation, monitor your EMS and achieve continual environmental improvement.</p>	<p>All staff that must maintain the system</p>	<p>Virtually and Classroom</p>
<p align="center">4.</p>	<p align="center">ISO 14001 Environmental Management Systems – Internal Auditors(3 day course)</p>	<p>The aim of this course is to provide students with the knowledge and skills required to perform an internal audit, part of an EMS based on ISO 14001 (or equivalent), and report on the effective implementation and maintenance of the management system in accordance with ISO 19011.</p> <ul style="list-style-type: none"> • The Internal Quality Auditing Course allows delegates to conduct First Party (Internal) and Second Party (Supplier) Audits. • Be able to write factual audit reports and suggest corrective actions • Understand the guidelines of management system auditing according to ISO 19011 • Prepare, conduct and follow-up on ISO 14001 audit activities • Identify and apply the benefits and requirements of an ISO 14001 audit • Gain the skills to assess an organisation's capability to manage its EMS • Write factual audit reports and suggest corrective actions. • Gain the confidence to prepare, conduct and follow-up on ISO 14001 audit activities • Be able to write factual audit reports and suggest corrective actions • Understand the guidelines of management system auditing according to ISO 19011 	<p>Managers / Supervisors</p>	<p>Virtually and Classroom</p>

<p>5.</p>	<p>SANS/ISO 14001 Environmental Management Systems – Lead Auditors (+/-5day course) SAATCA</p>	<p>This course develops knowledge, skills and expertise on first, second and third party auditing in accordance with ISO 19011 & Conformity Assessment Auditing Requirements related to ISO 17021. This includes the ISO 19011 and the outcomes are as follows:</p> <ul style="list-style-type: none"> • Auditing skills in relation to Environmental Management Systems • Aligning deviations to relevant clauses • Raising and Classifying of Non-conformities to add value to the business • Case studies; Role play and Effective Audit Team Management while leading the team • Effective audit reporting <p>On completion successful delegates will have the knowledge and skills to:</p> <ul style="list-style-type: none"> • Explain the purpose of a environmental management system, of management systems standards, of management system audit, of third-party certification and the business benefits of improved performance of the environmental management system. • Explain the role and responsibilities of an auditor to plan, conduct, report and follow-up a quality management system audit in accordance with ISO 19011, and ISO/IEC 17021, as applicable. • Plan, conduct, report and follow-up an audit of a quality management system to establish conformity (or otherwise) with ISO 9001 and in accordance with ISO 19011, and ISO/IEC 17021, as applicable. <p>Key learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Prepare, conduct and follow-up on ISO 14001 Lead audit activities • Identify and apply the benefits and requirements of an ISO 14001 Lead audit • Gain the skills to assess an organisation’s capability to manage its QMS • Write factual audit reports and suggest corrective actions. 	<p>Anyone involved in the implementation of the lead audit as well as maintaining or supervising of an ISO 14001 EMS</p> <ul style="list-style-type: none"> • Auditors seeking to perform and lead Environmental Management System (EMS) certification audits • Managers to master an Environmental Management System audit process • Individuals responsible for maintaining conformance with EMS requirements • Technical experts seeking to prepare for an Environmental Management System audit 	<p>Virtually and Classroom</p>
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6.	SANS/ISO 14001 Environmental Management Systems (EMS) – Lead Auditors (+/-5day course) IRCA	<p>Delegates will have a detailed understanding of the requirements of ISO 14001. Many delegates on this course will have already attended Internal Auditor training course.</p> <p>Learners will gain the skills to plan, conduct, report, and follow up an audit in accordance with ISO 19011. On day 5, there will be a written exam and upon successful completion, be awarded an internationally recognized auditing qualification.</p> <p><u>Learners will:</u></p> <p>Gain the confidence to lead, and manage a team of internal auditors</p> <ul style="list-style-type: none"> • Be prepared for a successful second party ISO 14001 audit • Be able to audit according to internationally recognized best practice (ISO 19011) • Develop professionally and gain a recognized qualification. 	Staff interested in becoming EMS third party or lead auditors	Virtually and Classroom
7.	SANS/ISO 14001 Environmental Management Systems – Legal Liability & Legal for Top Management (+/-2 day course)	<p>The course shall provide learners an understanding of the concept of legal liability and how legislation regulates and enforces it.</p> <p>Key learning areas:</p> <ul style="list-style-type: none"> • Covers principles in liability, including legal terminology and the different types of liability. There are a variety of case studies included to provide learners with a better understanding of these concepts. • Covers the OHS Act and legislative criminal liability. This section includes the duties of employers and employees, while providing additional case studies for further understanding. • Provides an overview, as well as commentary, of the OHS Act Regulations, and extracts from key Regulations. • Introduces environmental law, including an overview of emission standards, offences and penalties (in terms of water management strategies, the Waste Act, etc.). • Focuses on corporate governance and the application of King IV. • Provides insight into legal compliance strategy. 	All senior, line, functional, and operational managers and supervisors	Virtually and Classroom
8.	Environmental Legislation Training (1 day course)	This course is designed to equip delegates with a knowledge and understanding of the environmental legislative structure, current environmental legislation and how it is enforced.	All senior, line, functional, and operational managers and supervisors	Virtually and Classroom

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		<p>It aims to address the need for businesses to gain an appreciation of applicable environmental legislation and the actions they should typically take to ensure they are legally compliant.</p> <p>The course provides an essential understanding of the full range of obligations that any organisation setting up a certified environmental management system must fulfil.</p>		
9.	Environmental Monitoring Course (1day course)	<p>This course will provide delegates with an understanding of the key components of an environmental monitoring programme to identify potential microbiological risks in production and open product areas; in addition to explaining different sampling methods and key elements of a corrective action procedure.</p> <p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Understanding key components of an environmental monitoring programme, including risk assessment, sampling location, target organisms, test methods, sample frequency, establishing control limits, appropriate corrective action, validation/ verification of the programme. • Describing appropriate target organisms and identify suitable sampling locations • Explaining different sampling methods • Explaining appropriate corrective action for environmental monitoring failures • Developing an environmental monitoring programme based on industry best practices 	All senior, line, and functional operational managers and supervisors	Virtually and Classroom
10.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually and Classroom

HEALTH AND SAFETY MANAGEMENT (H&S) TRAINING				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 45001 Occupational Health & Safety Management Systems – Top Management Awareness (per hour session)	An introduction to ISO 45001 and the reasons for its developments/benefits, with the identification and discussion of ISO 45001 prescribed Top Management leadership and commitment requirements, specifically for senior (top) managers. Key Learning areas include: • Recognizing the major requirements of ISO 45001 • Recognizing the role of leadership in connection to your OH&S management system - Maximize the value of your management systems - Develop a Safety Culture and exhibit Management Commitment	Leaders Management Suerpvisors	Virtually Classroom and
2.	SANS/ISO 45001 Occupational Health & Safety Management Systems – Introduction (+/- 1 day course)	Understand the basic concepts of an Occupational Health & Safety Management System, and ISO45001 By the end of the course, the learner will be able to: <ul style="list-style-type: none"> • Understand the terms, concepts and structure of a OHSAS • Relate the Leadership requirements within the standard to Strategy and Business Sustainability • Apply the Risk Based Approach to business vs the previous approach of reactive “Preventative responses” • Emphase management responsibility, support and involvement in the implementation and the maintenance of the system 	All staff with no or little knowledge Quality/H&S/R&S Staff that must implement and maintain the system. Delegates who aspire to acquire knowledge in general Health & Safety, Supervisors, Business owners, Managers and Engineers	Virtually Classroom and

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<p>3.</p>	<p>ISO 45001 Occupational Health & Safety Management Systems – Implementation (3 day course)</p>	<p>This is a implementation course on the ISO 45001 standard for all learners. Implementation team members and custodians from key functional areas of the organization will understand the elements and operations of an Occupational Health & Safety Management System, acknowledge the correlation between ISO 45001 and other standards and regulatory frameworks and understand the approaches, methods and techniques used for the implementation of an OH&SMS.</p> <p><u>Outline:</u></p> <ul style="list-style-type: none"> • Introduction • History of ISO 45001 • Purpose and benefits of an Occupational H&S MS • Compatibility with other management system standards • the OSH Act and regulations • Principles of Occupational Health and Safety • Application of PDCA cycle • Risk based thinking and HIRA 	<p>Quality/H&S/R&S Staff that must implement and maintain the system. Anyone involved in the planning, implementing, maintaining, supervising, or auditing of an ISO 45001 Management System</p>	<p>Virtually Classroom and</p>
<p>4.</p>	<p>ISO 45001 Occupational Health & Safety Management Systems – Shop Floor Awareness(1 day course)</p>	<p>The ISO 45001 Shopfloor awareness course covers the basics of the Health & Safety Management System to enable shopfloor personnel to understand and contribute to using the system and reporting any incidents.</p> <p>The ISO 45001/ 18001 Occupational Health and Safety Management Systems (OHS-MS) Awareness course provides delegates with:</p> <ul style="list-style-type: none"> • An overview of the standards, its similarities, differences and its requirements. • The he industry with a model for understanding, establishing, managing and improving their occupational health and safety hazards and risks. • The revised standard reflects current organisational OHS-MS concerns, including the increasing awareness of safety of employees and interested parties by implementing controls to manage the prevention of injuries and fatalities. <p>It is also designed to be more effective and easily adaptable, while being simpler to implement and assess.</p> <p>This course has been designed to provide Fundamentals or Risk, Governance, Changes from OHSAS 18001:2007 to ISO 45001:2018, Definitions and Clause overview in relation to the Plan Do Check Act Model are all discussed.</p>	<p>Shopfloor Staff and Delegates who aspire to acquire knowledge in general Health & Safety, Supervisors, Business owners, Managers and Engineers</p>	<p>Virtually Classroom and</p>

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5.	Introduction to OHS and Incident Management (1 day course)	<p>This one-day course will enable Learners to:</p> <ul style="list-style-type: none"> • Differentiate between an incident and an accident • Explain why accidents happen and take proactivesteps to identify and eliminate workplace hazards • Identify accident causal factors • Conduct incident investigation or root causeanalysis • Prevent occurrence or reoccurrence of incidents • Develop a Job Safety Analysis • Conduct workplace inspection and risk assessment • Perform risk management 	<p>Safety professionals, managers, supervisors and anyone responsible for the safety of employees within an organization.</p>	<p>Virtually and Classroom</p>
6.	Understanding ISO/PAS 45005:2020 (1 day course)	<p>This one-day training course will teach the learners how to use ISO/PAS 45005 – General recommendations for safe working during the COVID-19 pandemic to implant safe working practices throughout the organization. It covers the main recommendations for safe working based on hygiene, social distancing and other measures to keep your workers, clients, customers and others safe.</p> <p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • What communicable diseases are and how they are spread • The impact of communicable diseases and pandemics, and specifically the COVID-19 virus • How you can minimize the risks associated with communicable diseases including COVID-19 • The main recommendations for safe working during COVID 19 including hygiene, social distancing, PPE and psychological health • The role of leadership and the need for evaluating the effectiveness of the measures introduced 	<p>This course is ideal for operational, health and safety, business continuity, facility and human resource teams who are involved in supporting your organization:</p> <p>To keep operating throughout the pandemic</p> <p>Resume or planning to resume operations following full or partial closure. Re-occupying workplaces that have been fully or partially closed</p> <p>To operate a new organization or site for the first time</p>	<p>Virtually and Classroom</p>

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7.	ISO 45001 Occupational Health & Safety Management Systems – Internal Auditing (3 day course)	<p>This Internal Auditor's course provides delegates the principles and guidelines of management system auditing according to ISO 19011 The course will be an in-depth view of the clauses of the standard and an audit tool kit to assist in auditing organisations in accordance to ISO 45001:2018. The delegates will be able to perform First Party Internal Audits and Second Party Supplier Audits.</p> <p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Understanding the Requirements of ISO 45001 • Be able to plan an internal audit • Develop a checklist • Conduct an Audit objectively • Be able to present findings • Compile reports and conduct follow-up audits • Implementation of the complete Health & Safety management system <p><u>Outline:</u></p> <ul style="list-style-type: none"> - Introduction to ISO 19011 and 17021 - Terms & definitions, Audit Criteria, Audit Planning, Selection of the Audit Team, Independence and Competence of Auditors - Sampling, interviewing, collecting evidence - Interpretation of ISO 45001:2018 clauses - Checking effectiveness of management systems and controls, and communication with management - Audit Findings, non-conformities and reporting , post Audit follow up activities and certification 	Anyone involved in auditing, maintaining, or supervising of an ISO 45001 management system	Virtually and Classroom
8.	SANS/ISO 45001 Occupational Health & Safety Management Systems – Lead Auditing (+/- 5 day course) - SAATCA	<p>Delegates will learn the following skills throughout this Lead Auditor training.</p> <ul style="list-style-type: none"> • Prepare and manage an audit plan • Compile information and report conclusions, including nonconformities. • Determine the resources needed to do an OHSAS audit. • Conduct an opening and closing meeting to help team members improve their performance. <p>Delegates who pass both the examination and continuous assessment will be issued “Certificate of Achievement” that satisfies the formal training for an individual seeking certification as a SAATCA auditor / lead auditor.</p>	Staff interested in becoming OHS third party or lead auditors Anyone with the need to audit an organization's OH&S management system	Virtually and Classroom
9.	SANS/ISO 45001 Occupational Health & Safety Management Systems – Lead Auditing (+/- 5 day course) - IRCA	Delegates will have a detailed understanding of the requirements of ISO 45001.	Staff interested in becoming OHS	Virtually and Classroom

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		<p>Key Learning areas include:</p> <ul style="list-style-type: none"> • Explain the purpose of an OHS management system and the business and societal benefits of improving OHS performance. • Explain the role of an auditor to plan, conduct, report and follow up an OHS management system audit in accordance with ISO 19011 and ISO 17021 where appropriate. • Plan, conduct, report and follow up an audit of an OHS management system to establish conformity (or otherwise) with ISO 45001:2018 and in accordance with ISO 19011 (and ISO/IEC 17021 where appropriate). <p>Learners who pass both the examination and continuous assessment will be issued "Certificate of Achievement" that satisfies the formal training for an individual seeking certification as a CQI / IRCA auditor / lead auditor.</p>	<p>third party or lead auditors Anyone with the need to audit an organization's OH&S management system</p>	
10.	ISO 45001 Occupational Health & Safety Management Systems – Legal Requirements(1day course)	<p>Delegates will learn to develop a legal register and to train staff on all applicable legal legislations.</p>	<p>All senior, line, functional and operational managers and supervisors</p>	
11.	Health and Safety Legislative training (2 day course)	<p>This course is designed to equip delegates with a knowledge and understanding of the H&S legislative structure, current H&S legislation and how it is enforced. It aims to address the need for businesses to obtain a better understanding of applicable OHS legislation as well as the steps they should take to ensure that they are legally compliant. OHS Act: This course provides the learner with a basic knowledge of the responsibilities pertaining to the Occupational Health and Safety Act (OHS Act). By the end of the course, the learner will be able to demonstrate knowledge of:</p> <ul style="list-style-type: none"> • the legal liabilities of employers and contractors • the difference between common law and legislation • the attributes that need to be addressed • how to: <ul style="list-style-type: none"> ○ use and read the OHS Act (including the intention and meaning of the sections) ○ do citation of legal requirements 	<p>All senior, line, functional and operational managers and supervisors</p>	<p>Virtually and Classroom</p>

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		<ul style="list-style-type: none"> • who can assist in making the OHS Act work • the responsibilities and rights of various role players in terms of the OHS Act • when a health and safety policy is effective • the basic understanding of how to manage health and safety. 		
12.	SAMTRAC or equivalent, Introduction (5 day course)	<p>Learners will be able to apply hazard identification and risk assessment methodologies, as well as comprehend basic HSE management-system requirements and procedures.</p> <p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Fundamentals of HSE-related legislation and legal compliance • Management system theory and practice. • What occupational health, safety, and environment (HSE) is • Some key health, safety and environment related definitions and issues <p><u>Outline:</u></p> <ul style="list-style-type: none"> • the OHS Act • NEMA • Important definitions in environmental management • The role of management within HSE • The benefit of a management system • The important role of controls in risk management • The function of the hierarchy of controls. 	Health and Safety representatives, Functional and Operational staff/management, Management, Supervisors	Virtually and Classroom
13.	SAMTRAC or equivalent, General (10 day course)	<p>Learners will have the ability to apply the techniques for hazard identification and risk assessment as well as understand SHE management-system requirements and procedures.</p> <p>The purpose of this course is to equip the learner with the ability to plan, implement and maintain a SHE management system.</p> <p><u>Outline:</u></p> <p>Describe risk management as a process and discuss different risk-control measures</p> <p>Evaluate different incident-prevention theories</p> <p>Motivate the use of SHE management systems</p>	Health and Safety representatives, Functional and Operational staff/management, Management, Supervisors	Virtually and Classroom

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		<p>Advise on different legislative requirements</p> <p>Evaluate the management of different technical aspects as part of the SHE management system</p> <p>Assist management with the implementation and maintenance of effective occupational health, safety and environmental programmes</p> <p>Identify relevant acts, regulations and guidelines</p> <p>Describe the environmental impact of industrial operations</p> <p>Write risk-based standards for SHE management systems</p> <p>Advise on implementation and measurement of standards</p> <p>Advise on co-ordinating the SHE management system to achieve constant improvement</p> <p>Describe how the effectiveness of the system can be evaluated</p>		
14.	SAMTRAC refresher training, 1 day	Recap on modules covered in SAMTRAC Introduction and SAMTRAC 10 day course	Staff that fail	Virtually Classroom and
15.	SAMTRAC exam rewrite (5 day and 10 day)	Refresher training to take place before rewrite can take place	Staff that fail	Virtually Classroom and
16.	NEBOSH General (>10 day course)	<p>The NEBOSH certificate course aids in development of understanding of general workplace issues and how they can be applied in different sectors. Delegates will learn the following:</p> <ul style="list-style-type: none"> • To justify the need for improvements in health and safety. • Provide guidance on responsibilities under the major components of health and safety legislation. • Assist the organization in managing contractors. • Work under the supervision of a health and safety management system. • Influence the culture and behavior of health and safety in a positive way 	Health and Safety representatives, Functional and Operational staff/management, Management, Supervisors	Virtually Classroom and

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		<ul style="list-style-type: none"> • Conduct a general risk assessment of your workplace (using a 5-step technique). • Recognize workplace changes and their consequences, and know how to mitigate them. • Develop basic safe work systems, including emergency plans, and understand when to employ a permit-to-work system. • Participate in the investigation of incidents • Assist in monitoring, evaluating, and reviewing the effectiveness of their health and safety management system. <p><u>Outline:</u> Element 1: Why we should manage workplace health and safety Element 2: How health and safety management systems work and what they look like Element 3: Managing risk – understanding people and processes Element 4: Health and safety monitoring and measuring Element 5: Physical and psychological health Element 6: Musculoskeletal health Element 7: Chemical and biological agents Element 8: General workplace issues Element 9: Work equipment Element 10: Fire Element 11: Electricity</p>		
17.	NEBOSH Construction (>15 day course)	<p>The NEBOSH International Construction Certificate (ICC) is based on international standards and best practice. It consists of three units which must be successfully completed to achieve the NEBOSH International Construction Certificate qualification:</p> <p>Management of International Health and Safety</p> <ul style="list-style-type: none"> • Foundations in Health and Safety • Health and Safety Management Systems – Plan • Health and Safety Management Systems – Do • Health and Safety Management Systems – Check • Health and Safety Management Systems – Act. <p>Managing and Controlling Hazards in International Construction Activities</p> <ul style="list-style-type: none"> • Construction Management • Construction Site – Hazards and Risk Control • Vehicle and Plant Movement – Hazards and Risk Control • Musculoskeletal Hazards and Control • Work Equipment – Hazards and Risk Control 	Health and Safety representatives, Functional and Operational staff/management, Management, Supervisors	Virtually and Classroom

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		<ul style="list-style-type: none"> • Electrical Safety • Fire Safety • Chemical and Biological Health – Hazards and Risk Control • Physical and Psychological Health – Hazards and Risk Control • Working at Height – Hazards and Risk Control • Excavation Work and Confined Spaces – Hazards and Risk Control. <p>Construction Health and Safety Practical Application</p> <ul style="list-style-type: none"> • Assessment: is assessed by a scenario-based assessment. 		
18.	NEBOSH Environmental Management (> 5 day course)	<p>The NEBOSH Certificate in Environmental Management (EC) is a recognised environmental qualification worldwide, which focuses on environmental management systems (ISO 14001), impact assessments, energy efficiency, pollution and environmental emergencies. The syllabus includes UK, EU and international references.</p> <p><u>Outline:</u> The EC consists of two components: Management and control of environmental hazards</p> <ul style="list-style-type: none"> • Element 1: Foundations in environmental management • Element 2: Environmental management systems • Element 3: Environmental impact assessments • Element 4: Control emissions to air • Element 5: Control of contamination of water sources • Element 6: Control of waste and land use • Element 7: Sources and use of energy and energy efficiency • Element 8: Control of environmental noise • Element 9: Planning for and dealing with environmental emergencies <p>Environmental practical application.</p>	Health and Safety representatives, Functional and Operational staff/management, Management, Supervisors	Virtually and Classroom
19.	NEBOSH Appeals	<p>An application form must be completed for all appeals. When a training candidate fails and does not agree with the exam findings, an appeal is filed. Appeal must be done within a set time frame of receiving the results. Appeal cost is per unit / subject as well as any appeal fees. Money will be reimbursed if the appeal is successful. There will be no additional consultation if the appeal is unsuccessful.</p>	The appeals is intended for people who have completed the NEBOSH training intervention and did not meet the criteria.	Virtually and Classroom

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20.	NEBOSH Exam Rewrites	For all exam rewrites an application form must be completed.	The course is intended for people who have completed the NEBOSH training intervention and did not meet the criteria.	Virtually and Classroom
21.	NEBOSH Refresher training, 2 days	The 2-day Nebosh refresher session is a forum for students to indicate where they may need additional coaching and clarity on topics they are struggling with; that is based on the specific Syllabus	The course is intended for people who have completed the NEBOSH training intervention and did not meet the criteria.	Virtually and Classroom
22.	Handling Chemical spills training	Delegates will be trained on handling of hazardous chemical spills, inclusive of emergency action plans and hazardous materials business plans – which consist of questions for discussion and a sign-off form. Key Learning areas include: Chemical Storage and Handling Toxic Chemicals Spill response awareness Chemicals and Health Globally Harmonized System	Staff that is exposed to Chemicals and work with chemicals. Health and Safety representatives, Functional and Operational staff, Supervisors	Virtually and Classroom
23.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually and Classroom

INTEGRATED MANAGEMENT TRAINING

ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 24510 and/or 24511 and/or 24512 training (3 day course)	<p>The objective of Integrated Training on ISO 24510/24511 and 24512 Standards course, is to provide delegates with the comprehensive understanding on how to implement the Guidelines for the management of wastewater utilities and for the assessment of wastewater services, based on BS ISO 24511/24510/24512 to ensure that the system within the organization is structured rather than following individual practices.</p> <p>The course provides you the knowledge to:</p> <ul style="list-style-type: none"> • Explain how ISO 24510/24511/24512 came to be. • Describe the guidelines' principles and fundamentals. • Identify the advantages of Standards to an organization. • Demonstrate understanding of the Standards' essential concepts, structure, and principles. <p>ISO 24510 specifies the elements of drinking water and wastewater services of relevance and interest to users. It also provides guidance on how to identify users' needs and expectations and how to assess whether they are being met.</p> <p>ISO 24511 provides guidelines for the management of wastewater utilities and for the assessment of wastewater services</p> <p>ISO 24512 provides guidelines for the management of drinking water utilities and e assessment of drinking water services.</p>	Utilities managers. Environmental managers. Those looking to understand the benefits of the guidelines for the management of wastewater utilities and the assessment of wastewater services	Virtually and Classroom
2.	SHREQ or IMS implementation training(>4 day course)	Delegates will learn to demonstrate IMS Manuals, explain Integrated systems and conduct comparison studies between the systems.	Staff involved in the implementation of all the systems.	Virtually and Classroom
3.	SHREQ or IMS (ISO 9001, ISO 14001, ISO 45001, 50001 and/or 55001 and/or 22000 and/or other ISO Management and Business systems) Auditors Training(>4day course)	This combined management training course will determine the tools and techniques to undertake integrated internal audits to ISO 9001, ISO 14001& ISO 45001 and other ISO Management and Business systems	Staff involved in the implementation of all the systems.	Virtually and Classroom
4.	SANS/ISO 19011 Integrated Management Systems Auditing based on SANS 9001/14001 and/or 45001 and/or 50001 and/or 55001 and/or 22000 and/or other ISO Management and Business systems	<p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Managing the integrated audit programme by coordinating auditing activities. • Selecting an audit team • Preparing work documents to conduct audits 	Staff involved in performing Internal Audits of SHEQ Integrated	Virtually and Classroom

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	(+/- 5 day course)	Execution of the audit, audit reporting, audit follow-up and Audit close-out	Management systems	
5.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually Classroom and

WATER SAFETY MANAGEMENT TRAINING				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	Water Safety Planning training for Management (+/- 2day course)	Understanding Water Safety Planning Principles Understand their roles and responsibilities regarding the implementation of the WSP.	Management and heads of operational plants	Virtually Classroom and
2.	Water Safety Planning training for Process staff (+/- 3 day course)	This course enables learners to: <ul style="list-style-type: none"> • Develop the necessary expertise to support an organization in establishing, implementing, managing and maintaining a Water Safety Plan based on risk management principles from other approaches, including HACCP (hazard analysis and critical control points) and the multi-barrier approach to ensure public's health can be protected by knowing the supply system thoroughly, understanding staff roles, being aware of what problems may occur and taking action to control those problems to result in more consistent supplies of safe water. • Understand the elements and operations of a Water safety plan. • Identify hazards and hazardous events and assess the risks • Determine and validate control measures, reassess and prioritize the risks • Develop, implement and maintain an improvement/upgrade plan • Define monitoring of the control measures, verify the effectiveness of the WSP 	All process plant staff, Operational and Functional staff and management, Staff involved in the implementation of the system	Virtually Classroom and

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		Plan and carry out periodic review of the WSP and revise the WSP following an incident		
3.	Water Safety Plan and/or Blue and/or No and/or and/or Green drop) (>3 day course)	<p>An overview of the Blue Drop, No Drop and Green drop guidelines and standards</p> <p>This course will enable delegates to:</p> <ul style="list-style-type: none"> • Develop the necessary expertise to support an organization in establishing, implementing, managing and maintaining a Water Safety Plan and Risk Abatement plans based on risk management principles from other approaches, including HACCP (hazard analysis and critical control points) and the multi-barrier approach to ensure public's health can be protected by knowing the supply system thoroughly, understanding staff roles, being aware of what problems may occur and taking action to control those problems to result in more consistent supplies of safe water. • Recognize the components and functions of a water safety plan. • Assess the risks by identifying dangers and hazardous occurrences. • Determine and validate control methods, as well as reevaluate and prioritize risks. • Create, carry out, and maintain an improvement/upgrade strategy. <p>Define control measure monitoring, evaluate the effectiveness of the WSP Plan, conduct periodic WSP reviews, and amend the WSP after an occurrence.</p>	Staff involved in the implementation of all the systems.	Virtually Classroom and
4.	(Hazard Analysis and Critical Points (HACCP) training SANS 10330, SANS 241 -2 & GMP 10049(3 day course)	<p>The training course is aimed to align the application of SANS 241, which includes: water quality risk assessment, water quality monitoring, response monitoring, water quality verification, and its relationship to water safety planning with the use of HACCP.</p> <ul style="list-style-type: none"> • In terms of hazard control plans and precursor programs, identify and implement control measures. • In order to regulate product safety, it is necessary to understand the several important criteria for CCP Control. Including understanding the consequences of CCP failure and it's relation to Non conformance and Incident Management system. • Demonstrate a practical understanding of Hazard Analysis Critical Control Points (HACCP) 	Staff involved in water safety and quality	Virtually Classroom and

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		<ul style="list-style-type: none"> Classify the main food safety hazards associated with food Evaluate and classify food safety hazards <p>Develop and implement a HACCP system into an organization.</p>		
5.	Conduct a Hazard Analysis Critical Control Point (HACCP) study in a food/water handling environment (2 days)	<p>The course would be an Introduction to Hazard Analysis Critical Control Points (HACCP).</p> <p>Key Learning areas include:</p> <ul style="list-style-type: none"> Food Safety Hazards SANS 10330 Requirements The HACCP study (principles & stages) <p>Maintaining the system</p>	All process plant staff, Operational and Functional staff and management, Staff involved in the implementation of the system	Virtually Classroom and
6.	ISO 22000 Management training (per hour session)	<p>ISO 22000 training course enables Management to comprehend the basic concepts of a Food Safety Management System (FSMS).</p> <ul style="list-style-type: none"> Understand the concepts, approaches, methods, and techniques used to implement a Food Safety Management System <p>Understand the basic elements of a Food Safety Management System (FSMS)</p>	Management, Supervisors	Virtually Classroom and
7.	ISO 22000 Introduction training(1day course)	<p>This course enables delegates to learn the basic elements to implement and manage a Food Safety Management System (FSMS) as specified in ISO 22000.</p> <ul style="list-style-type: none"> Understand the different modules of a Food Safety Management System, including FSMS policy, procedures, performance measurements, management commitment, internal audit, management review and continual improvement. Understand the elements and operations of a Food Safety Management System and its principal processes Acknowledge the correlation between ISO 22000 and other standards and regulatory frameworks <p>Understand the approaches, methods and techniques used for the implementation and management of a FSMS.</p>	All process plant staff, Operational and Functional staff and management, Staff involved in the implementation of the system	Virtually Classroom and
8.	ISO 22000 Implementation training(3 day course)	<p>Delegates will be able to develop the necessary expertise to support an organization in establishing, implementing, managing and maintaining a Food Safety Management System (FSMS) based on ISO 22000.</p> <ul style="list-style-type: none"> Obtain a comprehensive understanding of the best practices of Food Safety Management Systems and be able to apply them in an 	Staff involved in Implementation of ISO 22000	Virtually Classroom and

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		<p>organization's supply chain in order to effectively control food safety hazards and ensure quality and safety.</p> <ul style="list-style-type: none"> • Learn how to support an organization to effectively plan, implement, manage, monitor and maintain a FSMS • Learn how to interpret the ISO 22000 requirements in the specific context of an organization • Master the concepts, approaches, standards, methods and techniques for the implementation and effective management of a FSMS <p>Acquire the expertise to advise an organization in implementing Food Safety Management System best practices</p>		
9.	ISO 22000 Auditors training(5 day course)	<p>This training course will determine the tools and techniques to undertake internal audits to ISO 22000.</p> <p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Introduction to auditing Auditing Principles - ISO 19011 • Auditor Requirements • The Audit Program • The Audit Process <p>The Certification Process</p>	Staff involved in Implementation of ISO 22000	Virtually Classroom and
10.	Apply Good manufacturing practices (GMP's) / Pre-requisite programs (PRP's) as part of a food/Water Safety System (1 day)	<p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Introduction to Good Manufacturing Practises (GMP) • Pre-requisite programs <p>Maintaining the system</p>	All process plant staff , Operational and Functional staff and management, Staff involved in the implementation of the system	Virtually Classroom and
11.	Wastewater risk abatement plan: W2Rap training (+/- 2day course)	<p>The course enables delegates to:</p> <ul style="list-style-type: none"> • Develop the necessary expertise to support an organization in establishing, implementing, managing and maintaining a Waste Water Management Plan by applying a systematic process that aims to consistently ensure acceptable wastewater quality that does not exceed the stipulated numerical limits in licences/permits by implementing an integrated water quality management plan, which includes a risk assessment and risk management approach from wastewater collection, through treatment and discharge to the catchment. • Understand the elements and operations of a Waste Water plan. • Identify hazards and hazardous events and assess the risks 	Senior Superintendants. Principal process controllers	Virtually Classroom and

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		<ul style="list-style-type: none"> Determine and validate control measures, reassess and prioritize the risks Develop, implement and maintain an improvement/upgrade plan Define monitoring of the control measures, verify the effectiveness of the Waste Water Plan <p>Plan and carry out periodic review of the Waste Water Plan and revise following an incident.</p>		
12.	CCP training for Process Controllers and operators(1day course)	<p>Delegates will:</p> <ul style="list-style-type: none"> Understand the different key criteria for CCP Control in order to control product safety . Including understanding the consequences of CCP failure and it's relation to Non conformance and Incident Management system. Demonstrate a practical understanding of Hazard Analysis Critical Control Points (HACCP) Classify the control measures associated with food Importance of Hazard Control Plan Monitoring Understanding Consequences of CCP failure and it's relation to Non conformance and Incident Management system. <p><u>Outline:</u></p> <ul style="list-style-type: none"> Overview of HACCP, Food Safety and Critical Control Point Control Measures Hazard Analysis Methodology Critical Control Points Monitoring Verification Documentation and Records <p>Non conformance/Incident Management</p>	Staff involved in Implementation of ISO 22000	Virtually Classroom and
13.	Bioterrorism, Chemterrorism and sabotage in water supply systems (1day course)	<p>This training enables delegates to develop the necessary expertise to support an organization in establishing, implementing, managing and maintaining by understanding the context of Bioterrorism, Chemical terrorism and Sabotage in water supply systems.</p> <p>Demonstrate a practical understanding of Bioterrorism, Emergency Response and Incident Management in the Food Safety Management Context.</p>	Senior Superintendants. Principal process controllers. Quality management Representatives	Virtually Classroom and

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14.	Supplier Quality Assurance Training (2 Days course)	<p>Enables delegates to develop the necessary expertise to support an organization in establishing, implementing, managing and maintaining Food Safety Management system by developing the skills and implement a supply management program, including supplier preventive control and assurance of raw materials.</p> <ul style="list-style-type: none"> • Understand the relationship between food safety and SQA • Develop and implement a documented SQA system by selecting the most effective mechanisms • Be able to conduct supplier audits resulting in: • More efficient food plant operation with a decrease in waste • An improved ability to meet legal requirements • An enhanced ability to control potential food hazards <p><u>Outline:</u></p> <ul style="list-style-type: none"> • Introduction to SQA • Definitions • Food Fraud and Food Defence • Principles of audits and inspections • Audit Standards • Audit methodology • Supplier Quality Assurance Techniques 	All employees involved in the Supplier Management System (including technical/quality, support and production, engineering, procurement and logistics staff.	Virtually and Classroom
15.	Incident Management & Protocol training(1day course)	<p>The course enables response teams to understand and implement processes that will help manage these product safety events in the most transparent and effective ways possible by facilitating an understanding of types of emergencies and appropriate responses.</p> <p><u>Key Learning areas include:</u></p> <ul style="list-style-type: none"> • Demonstrate a practical understanding of Incident Management in the Food Safety Management Context. • Introduction to Emergency Preparedness • Principles for Emergency Preparedness (WHO) • Elements of Emergency Preparedness (WHO) • Operationalizing emergency preparedness <ul style="list-style-type: none"> - Coordination - Assessing risk - Planning - Implementing - Evaluating and Corrective Action 	Senior Superintendants. Principal process controllers, Management and all depot staff	Virtually and Classroom

		<ul style="list-style-type: none"> - Exercises (Alert Testing) • Different Types of Emergencies <ul style="list-style-type: none"> - Emergencies due to natural hazards - Biological hazards - Outbreaks due to pathogens with pandemic potential - Pandemics - Emergencies due to hydrometeorological and geophysical hazards - Emergencies due to human-induced hazards - Emergencies due to societal hazards • Management of incidents and emergencies • Examples of situations requiring an emergency response • Incident and emergency response plans and remediations • Communication required for management of the incident <p>Communication to ensure that consumers have confidence in the management of the response</p>		
16.	Water Quality Management and Risk Assessment	<p>The goal of the course is to give a high-level overview of risk-based water safety and operational operations within a defined water services scheme, as well as to coordinate and execute them.</p> <p>This course intends to enable tutors and trainers, as well as engineers and officials from the three tiers of government to select, review or develop a wastewater risk abatement plan and water safety plan for a defined water services works.</p> <p>Key Learning areas include:</p> <ul style="list-style-type: none"> • Develop, draw up and evaluate Water Safety Plan and Wastewater Risk Abatement Plan. • Identify the scope and requirements of a water quality safety plan. • Interpret and communicate the results of water quality analyses and programs on various levels of the water supply organization • Understand the different sampling techniques, and the developments in on-line water quality assessment (real-time water quality monitoring) • Manage water quality in drinking water supply systems. • Set-up, service and monitor a technical project team implementing an integrated water quality management plan starting in the catchment progressing through the purification and distribution system ending at the point of delivery. • Understand and apply in practice the important physical, chemical and microbiological water quality issues, with specific attention on regulatory and compliance requirements. 	All process plant staff, Operational and Functional staff and management, Staff involved in the implementation of the system	Virtually and Classroom

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		<ul style="list-style-type: none"> Critically analyze how impurities enter the Water Cycle, know who are the main users of water, and interpret the most important impurities and classes of impurities that are found in the water sources used for drinking water supply. Evaluate and apply understanding of the physical, chemical and microbiological requirements are of the new SANS 241 of 2015. Identify, interpret, and apply the health and aesthetical effect of these impurities on humans. <p>Critically evaluate the main steps are in performing a water quality assessment, and why are these steps important.</p>		
17.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually and Classroom

BUSINESS IMPROVEMENT TRAINING				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 22301 requirements (1 day course)	<p>An ISO 22301 framework consist of:</p> <ul style="list-style-type: none"> The main requirements and benefits of ISO 22301 An understanding of an effective Business Continuity management system (BCMS) <p>Delegates will be able to:</p> <ul style="list-style-type: none"> Communicate the benefits and importance of an BCMS <p>Apply the requirements of ISO 22301 to the business</p>	<p>Staff new to ISO 22301</p> <ul style="list-style-type: none"> If knowledge needs a refresher 	Virtually and Classroom
2.	ISO22301 Implementation (3 day course)	<p>An ISO 22301 implementation framework will <u>include</u>:</p> <ul style="list-style-type: none"> The organization's current position with ISO 22301 How to implement an effective BCMS <p>Delegates will be able to:</p> <ul style="list-style-type: none"> Confidently implement and maintain an BCMS Understand what resources are required to implement ISO 22301 <p>Use a gap analysis to review the current system</p>	<p>Staff with a thorough understanding of ISO 22301</p> <ul style="list-style-type: none"> If need to implement or manage a new ISO 22301 management system 	Virtually and Classroom

3.	ISO 22301 Masterclass (5 day course)	<p>This five-day advanced masterclass will provide in-depth insight, enabling delegates to implement, maintain and improve the more challenging technical aspects of a business continuity management system (BCMS), based on ISO 22301 and related standards in the 22300 series.</p> <p>Key Learning areas <u>include</u>: Key clause requirements, concepts and principles - as well as related standards and guidance.</p> <p><u>Outcomes</u>:</p> <ul style="list-style-type: none"> • Explain the requirements of ISO 22301 and related standards for business continuity (BC). • Distinguish between legal and regulatory requirements, process classification, and the scope of the BCMS. • Explain what a business impact analysis is (BIA) • Explain RTOs (recovery time goals), MTPDs (maximum acceptable period of interruption), and priority. • Identify, analyze, and evaluate BC hazards in accordance with the guidelines. • Define the BC plans and processes that must be followed. • Communicate the value of fitness and create a workout plan. <p>Determine measurements and KPIs to assess a BCM's performance.</p>	<p>Staff involved in the detailed, technical management and improvement of a BCMS based on ISO 22301</p> <p>Crisis management team members Incident and emergency response team members</p> <p>Disaster recovery team members All staff working within business continuity</p>	Virtually and Classroom
4.	ISO 22301 Internal auditor (3 day course)	<p>This training course will determine the tools and techniques to undertake internal audits based on the principles of an ISO 22301 audit.</p> <p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • How to write up audit reports • How to suggest corrective actions and follow them up to continually improve • To confidently carry out an ISO 22301 internal audit • Add value to BCMS and be best-placed for an ISO 22301 third party assessment • Be recognized as an ISO 22301 expert 	<p>Staff with a thorough knowledge of ISO 22301</p> <ul style="list-style-type: none"> • If need to carry out ISO 22301 internal audits • If an existing auditor who needs a refresher 	Virtually and Classroom

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5.	ISO 22301 certified Lead Auditor – IRCA or SAATCA (5 day course)	<p>Key Learning areas include:</p> <ul style="list-style-type: none"> • How to interpret the requirements and implement an effective BCMS • Management tools and techniques • Explain the fundamental concepts and principles of a business continuity management system (BCMS) based on ISO 22301 • Interpret the ISO 22301 requirements for a BCMS from the perspective of an auditor • Evaluate the BCMS conformity to ISO 22301 requirements, in accordance with the fundamental audit concepts and principles • Plan, conduct, and close an ISO 22301 compliance audit, in accordance with ISO/IEC 17021-1 requirements, ISO 19011 guidelines, and other best practices of auditing • Manage an ISO 22301 audit program <p>Delegates will be able to:</p> <ul style="list-style-type: none"> • Engage employees and communicate the importance of BCMS • Use a gap analysis to review current system <p>Confidently implement and maintain an effective BCMS as a qualified lead implementer.</p>	Staff who are responsible for implementing and leading an ISO 22301 management system	Virtually and Classroom
6.	Facilitation/Facilitators Training (2 day course) [Train the Trainer]	<p>The purpose of the course, is to provide delegates with the required knowledge and skills to facilitate learning. Train-the-Trainer is a comprehensive SAQA unit standard-based course intended for all persons who need to facilitate learning using a variety of given methodologies.</p> <p><u>Outcomes:</u></p> <p>Preparation for facilitation by planning ahead of time. Examine the learners and their learning requirements. Plan to cater for the needs of stakeholders and learners Arrange resources, locations and personnel Prepare the instructional materials and decide on a facilitation strategy. Prepare for the facilitation process. Facilitate learning by arranging material in a logical order. Ascertain that the learning environment and facilitation strategy encourage interaction. Facilitation strategy and facilitated activities Ascertain that facilitating enhances the learning experience and results. Organize groups according to facilitation concepts. Make use of questioning methods.</p>	Facilitators Management Supervisors Staff that facilitate training	Virtually and Classroom

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		<p>Keep track of your students' progress. Examine the process of learning and facilitation. Seek feedback from learners and stakeholders on guided learning. Determine the learning intervention's strengths and limitations. Determine the most useful recommendations for future interventions.</p>		
7.	Lean Six Sigma White Belt: Introduction to Lean Six Sigma (1 day)	<p>Lean Six Sigma White Belt: Introduction to Lean Six Sigma This workshop will discuss the history of Lean Six Sigma, as well as how the ideas, methods, tools, programme structures and roles can help organizations to meet their objectives. Following this course delegates will have a good basic knowledge of Lean Six Sigma and will have taken a first step towards becoming a practitioner or sponsor of organizational change.</p>	Staff that is involved with the implementation of the project. Operational staff, Supervisors and Managers	Virtually Classroom and
8.	Yellow belt Six Sigma (2 day course) Problem Solving	<p>Lean Six Sigma Yellow Belt: Structured Problem Solving The '8 step approach' combined with the '7 basic tools' provides an efficient, simple to use, and effective approach to organizational problem solving. This course will provide first-hand experience of the approach and tools of problem solving, root cause analysis, and implementing corrective actions (a requirement of standards such as ISO 9001).</p>	Staff that is involved with the implementation of the project. Operational staff, Supervisors and Managers	Virtually Classroom and
9.	Yellow belt Six Sigma for key staff – Certified Yellow Belt (5 day course)	<p>Key Learning areas include:</p> <ul style="list-style-type: none"> • Explain the Lean Six Sigma and the DMAIC methodology • Discuss the concept of variation • Develop a Customer Journey Map • Translate the Voice of the Customer (VOC) to Critical to Quality (CTQ) criteria • Identify role in a successful Lean Six Sigma project • Participate in Lean Six Sigma projects • Define problem statements • Design and develop process maps • Prepare graphical analysis of data (Limited) • Apply problem solving methods learned in the DMAIC process to business issues • Evaluate risk of solutions and develop control plans to sustain improvements 	Staff that is involved with the implementation of the project. Operational staff, Supervisors and Managers	Virtually Classroom and

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10.	Greenbelt Six Sigma for key staff – Certified Green Belt (10 day course)	<p>Delegates will learn how to apply skills in project management, process management, Lean, change management and statistical analysis.</p> <ul style="list-style-type: none"> • Select, scope, define and lead Lean Six Sigma projects • Translate the VOC to Critical To Quality measures (CTQ) • Identify and apply skills in project management, process management, lean, change management, and statistical analysis • Recognise your role in a successful Lean Six Sigma deployment • Transition projects from phase to phase • Evaluate and Close out projects upon completion • Propose projects to peers, managers and senior leadership • Apply methods learned in the DMAIC process to business issues • Use controls to sustain gains • Navigate statistical analysis software (SigmaXL or Minitab) 	Staff that is involved with the implementation of the project. Operational staff, Supervisors and Managers	Virtually and Classroom
11.	Blackbelt Six Sigma for key staff (Certified Black Belt) (10-15 day course)	<ul style="list-style-type: none"> • Determine the Voice of the Customer (VOC) • Translate the VOC to Critical To Quality measures (CTQ) • Define and work on Lean Six Sigma projects • Apply statistical analysis to determine the relationship between key inputs and process outputs • Identify and apply skills in project management, process management, lean, change management, and statistical analysis • Recognise your role in a successful Lean Six Sigma deployment • Transition projects from phase to phase • Evaluate and Close out projects upon completion • Propose projects to peers, managers and senior leadership • Apply methods learned in the DMAIC process to business issues • Use controls to sustain gains • Manage team dynamics • Navigate statistical analysis software (SigmaXL or Minitab) <p><u>Requirements:</u> Essential to have a project identified and examined. Access to a laptop computer with Minitab v14, Microsoft Excel and Microsoft PowerPoint installed.</p>	Team members who are expected to be a support member of business improvement programme and is delivered as classroom training with eLearning access to the course. This training is suitable for staff looking to lead complex improvement projects where there is a need for detailed statistical analysis and a requirement for dynamic leadership skills.	Virtually and Classroom

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12.	Root Cause Analyses (2day course)	<p>Key Learning areas <u>include</u>:</p> <ul style="list-style-type: none"> • Problem solving: <ul style="list-style-type: none"> - Problem identification and definition - Analytical and creative root cause analysis tools • Decision making: <ul style="list-style-type: none"> - Decision making styles - Decision making tools and techniques • Risk Analysis: <ul style="list-style-type: none"> - Risk analysis and mitigation tools <p>Barriers to successful implementation</p>	IQMS Operational Supervisors Managers	staff, staff, and Classroom and
13.	Process Improvement Introduction training (2 day course)	<p>This course will help delegates gain confidence in applying more advanced process improvement and change management tools, approaches and techniques.</p> <p>Develop the skills necessary to manage the 'leadership' of a process improvement activity within an organization. Although the case study adopts a quality perspective, it can be understood from all disciplines and therefore the tools and techniques covered during the course are applicable to any process.</p> <p><u>Requirements:</u> Process Improvement Practitioner course (or equivalent)</p>	Operational Supervisors Managers	staff, and Classroom and
14.	Innovation Training (PDCA & Quality Circles) (1 day course)	<p>Delegates will be able to:</p> <ul style="list-style-type: none"> • Have an overview on the understanding of PDCA and Quality Circles • Apply some popular 7 QC Tools • Understand the working and operation of PDCA cycle and Quality Circles • Understand the operation of Quality Circles • Know the Roles & Responsibilities <p>The use of quality circles in practice: Circles are motivational, They affect job performance, Serves to self-realization and personal development of their members. Significantly increase the participation of their members in the operation of the organization and Increase the feeling of belonging to the organization.</p>	Operational Supervisors Managers	staff, and Classroom and

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15.	Business Improvement Training (2 day course)	<p>A practical Workshop which aims to provide delegates with the BI tools and techniques necessary to Improve business processes, Maximise resources and Reduce waste.</p> <p>Key Learning areas include:</p> <ul style="list-style-type: none"> • Improve Business Processes – the workshop will teach delegates how to understand and map the processes within the business, presenting a structured method to improving performance • Maximise Resources – delegates will develop an understanding of how they can get the most out of existing resources through problem solving within a proven framework • Cut Waste – delegates will look at areas within processes where they can eliminate or reduce waste such as work in process (WIP) costs, inventory and other value and non value adding activities. 	Managers at all levels of an organisation who require basic knowledge of the principles and how it can be applied within the industry, in order to improve the performance of processes and the business.	Virtually Classroom and
16.	Ms Visio & Business Process mapping (1 day course)	<p>Microsoft Visio Beginners course teaches the basic functions and features of Visio Professional, creating flow diagrams, basic organisation charts and network diagrams.</p> <p>Delegates will learn how to use stencils, scale and resize objects, draw basic shapes and compound lines, and arrange objects. They will also learn how to create diagrams, work with text, apply formatting, work with background pages, and set file and print properties. Finally, students will create network and brainstorming diagrams and set shape properties.</p>	This course is for students who have little or no Visio experience.	Virtually Classroom and
17.	Character First training(2 day course)	The Character First leadership development program will train managers and staff on how to build a culture of integrity, how to resolve conflict, how to encourage employee morale, and how to integrate character-based standards into job descriptions, reward structures, and management practices.	Managers and all staff	Virtually Classroom and
18.	Process Mapping Toolbox towards Excellence (2 days)	Delegates will learn the purpose of process mapping, the various approaches for daily operation and process improvement, and how to apply process mapping effectively in your organization. For any successful organization to sustain their business results in an ever-changing, customer focused and quality driven business environment, process mapping is a prerequisite for day-to-day operations and overall business improvement.	Managers, Supervisors and all staff	Virtually Classroom and

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19.	Statistical Process Control (SPC) (2 days)	SPC has an important role within continual process improvement, providing sound information upon which to make decisions, because the best decisions are made by collecting and interpreting facts and data. This course allows process performance tracking on a real-time basis, allowing for corrective actions to be taken before failure occurs.	Managers, Supervisors and all staff	Virtually Classroom and
20.	Failure Mode and Effects Analysis (FMEA) (1-2 days)	This course is a systematic method of identifying and investigating potential design or process weaknesses. This course introduces FMEA, understanding it's purpose, background and benefits. Delegates will be guided through how to implement FMEA.	IQMS staff, Managers, Supervisors	Virtually Classroom and
21.	Developing and Managing Key Performance Indicators (KPIs) (2 days)	A performance management process sets the platform for rewarding excellence by aligning departmental and individual accomplishments with the organization's mission and vision. This course incorporates balanced scorecard and performance management (KPI's) concepts, giving delegates an understanding from setting strategies to developing teams/function objectives and KPI's for individual appraisal.	IQMS staff, Managers, Supervisors	Virtually Classroom and
22.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually Classroom and

OTHER MANAGEMENT SYSTEM TRAINING – ISO 50001 ENERGY MANAGEMENT

ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 50001 - Energy management for management (per hour session)	Provide guidance on more difficult Energy Management Systems technical issues, known Energy Management Systems implementation and performance problems, and continuous improvement activities. Explain the various approaches to energy measurement and data analysis. Identify, quantify, and prioritize opportunities to improve energy performance. To build an organization's context, use analysis. Develop energy baselines and performance metrics by analyzing energy data.	This course will be useful for anyone from a top to lower management level, including those with maintenance, environmental, technical, engineering, procurement and purchasing	Virtually Classroom and

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		<p>Maintain and improve an ISO 50001 management system and associated energy performance, whether new or old.</p> <p>To increase energy performance and Energy Management Systems, use best practice energy management practices referred to in the ISO 50001 series of standards.</p> <p>Conduct energy audits to discover areas where energy efficiency might be improved.</p> <p>Develop data-driven objectives and energy targets.</p>	<p>background who require an understanding of energy usage in their organisation.</p>	
2.	ISO 50001 - Energy management Introduction(1day course)	<p>This course is intended for individuals who are required to understand the fundamentals and requirements of ISO 50001 and how to improve on energy management within their organisation. Energy efficiency is a proven strategy to lower emissions and reduce energy use and costs. Energy efficient technologies, know-how-to and processes available today provide a significant opportunity to:</p> <ul style="list-style-type: none"> • Reduce costs • Improve operating performance • Extend the lifespan of the building and its equipment • Increase occupant comfort while contributing to a cleaner environment <p>By the end of the course, the learner will be able to:</p> <ul style="list-style-type: none"> • understand the background and history of ISO • understand the key terms used in the ISO 50001 Energy Management Systems Standard • understand energy, its forms and benefits of reducing energy consumption, • review energy usage for your organisation. • generate energy-saving ideas and energy management plans, • know how to improve energy efficiency and maintain it, • understand how to improve your environmental performance with your energy usage 	<p>This course will be useful for anyone from a top to lower management level, including those with maintenance, environmental, technical, engineering, procurement and purchasing background who require an understanding of energy usage in their organisation.</p>	Virtually and Classroom
3.	ISO 50001 - Energy management implementation(2-3 day course)	<p>Introduction to ISO 50001 concepts</p> <ul style="list-style-type: none"> • An overview of energy objectives; targets and management action plans • Relations between ISO 9001, ISO 14001 and ISO 50001 • Procurement of energy services; products; equipment and energy checking • Introduction to evaluation of compliance with legal and other requirements • Requirements, interpretation and intent of the standard 	<p>The training is applicable to all employees requiring an understanding of energy management Systems or those involved with the establishment,</p>	Virtually and Classroom

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		<ul style="list-style-type: none"> • Formulating the basis for the implementation and improvement of ISO 50001 <p>Understanding EnMS Concepts, the purpose and rationale for a EnMS</p> <ul style="list-style-type: none"> • A general understanding of relations between ISO 9001, ISO 14001 and ISO 50001 • Interpretation and application of Energy Management Principles and Requirements • Understanding of compliance and to legal requirements 	<p>implementation, maintenance, continual improvement, management and evaluation of an ISO 50001 (EnMS)</p>	
4.	<p>ISO 50001 - Energy management Internal Auditors(3 day course)</p>	<p>By the end of the course, the learner will be able to:</p> <ul style="list-style-type: none"> • Consider why an effective Energy Management System is important • Understand the background to ISO 50001 • Do thorough examination of the requirements of ISO 50001 • Explore how to conduct an audit against an EnMS to meet the requirements of ISO 50001 • Gain knowledge on how to improve energy efficiency and performance. • Gain knowledge on how to reduce greenhouse gas (GHG) emissions and other related environmental impacts. • Improved confidence on how to build a system that meets legal requirements and achieves energy performance targets. • Improve efficiency and gain industry and customer recognition 	<p>Staff interested in improving energy performance and energy efficiency</p> <ul style="list-style-type: none"> • Staff who want to implement an ISO 50001 EnMS. • Staff responsible for energy management. • Energy managers (management representatives, plant managers, facility managers) • Energy coordinators (process owners, engineers) <p>Individuals interested in monitoring the effectiveness of their organisation's EnMS implementation and those who want to be ISO 50001 internal auditors.</p>	<p>Virtually and Classroom</p>

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<p align="center">2.</p>	<p>ISO 50001 - Energy management Lead Auditors (5 day course)</p>	<p>ISO 50001 Lead Auditor training enables you to develop the necessary expertise to perform an Energy Management System (EnMS) audit by applying widely recognized audit principles, procedures and techniques. During this training course, you will acquire the knowledge and skills to plan and carry out internal and external audits in compliance with ISO 19011 and ISO/IEC 17021-1 certification process.</p> <p>Learning Outcome:</p> <ul style="list-style-type: none"> •Understand the operations of an Energy Management System based on ISO 50001 •Acknowledge the correlation between ISO 50001 and other standards and regulatory frameworks •Understand an auditor's role to: plan, lead and follow-up on a management system audit in accordance with ISO 19011 •Learn how to lead an audit and audit team •Learn how to interpret the requirements of ISO 50001 in the context of an EnMS audit •Acquire the competencies of an auditor to: plan an audit, lead an audit, draft reports, and follow-up on an audit in compliance with ISO 19011 	<ul style="list-style-type: none"> • Auditors seeking to perform and lead Energy Management System (EnMS) certification audits • Managers seeking to master an EnMS audit process • Individuals responsible for maintaining conformance with Energy Management System requirements • Technical experts seeking to prepare for an Energy Management System audit • Expert advisors in Energy Management 	<p>Virtually and Classroom</p>
<p align="center">3.</p>	<p>Should an delegate fail test, a full test must be re-written with refresher training if applicable.</p>	<p>To be scheduled within one month of results</p>	<p>Staff that fail</p>	<p>Virtually and Classroom</p>

OTHER MANAGEMENT SYSTEMS TRAINING: ISO 55001 ASSET MANAGEMENT				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 55001 - Asset management for management (per hour session)	<ul style="list-style-type: none"> Managers will learn how to assist an organization in planning, implementing, managing, monitoring, and maintaining an AMS. Recognize the relationship between ISO 55001 and other regulatory frameworks and standards. Learn how to apply the ISO 55001 regulations to a company's specific situation. Master the concepts, methodologies, standards, procedures, and strategies needed to develop and maintain an AMS effectively. <p>Acquire the knowledge and experience necessary to assist a company in implementing Asset Management System best practices.</p>	All staff with an interest or responsibility for physical or other assets, decision making, planning, risk management, resourcing, operations, technical services, information support, budgeting, quality management or organizational development..	Virtually and Classroom
2.	ISO 55001 -Asset management introduction (1 day course)	<p>Delegates will be able to:</p> <ul style="list-style-type: none"> Recognize and be able to apply asset management terminology, definitions and principles Identify and manage the expectations of stakeholders with respect to asset management Become familiar with internationally recognized asset management methodologies and good practices Appreciation of the structured approaches available for the improvement of value realization from assets <p><u>Outcomes:</u> A clear understanding of asset management terminology and its correct usage Appreciation of asset management practices, activities and methodologies. Recognition of the value obtainable from the integrated approach to the life cycle and risk-based management of assets.</p>	All staff with an interest or responsibility for physical or other assets, decision making, planning, risk management, resourcing, operations, technical services, information support, budgeting, quality management or organizational development.	Virtually and Classroom

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3.	ISO 55001 - Asset management implementation (2-3 day course)	<ul style="list-style-type: none"> Delegates will learn how to support an organization to effectively plan, implement, manage, monitor and maintain an AMS Acknowledge the correlation between ISO 55001 and other standards and regulatory frameworks Learn how to interpret the ISO 55001 requirements in the specific context of an organization Master the concepts, approaches, standards, methods and techniques for the implementation and effective management of an AMS <p>Acquire the expertise to advise an organization in implementing Asset Management System best practices</p>	<p>Managers responsible for Asset Management</p> <p>Expert advisors seeking to master the implementation of an Asset Management System</p> <p>Individuals responsible for maintaining conformance with AMS requirements</p> <p>AMS team members</p>	Virtually Classroom and
4.	ISO 55001 - Asset management Internal auditors (3 day course)	<p>Delegates will be able to:</p> <ul style="list-style-type: none"> Explain the principles of auditing to ISO 55001 Introduce and apply a four theme approach to assessing the elements of ISO 55001 and their integration Prepare and conduct asset management audits Recognize the role of maturity models for continual improvement in asset management Understand the operation of an Asset Management System based on ISO 55001 & its principal processes Understand the goal, content and correlation between ISO 55001, ISO 55002 and other standards & regulatory frameworks Understand an auditor's role in planning, leading & following-up on a management system audit in accordance with ISO 19011 Interpret the requirements of ISO 55001 in the context of an AMS audit Acquire the competencies to plan an audit, lead an audit, draft reports, and follow up on an audit in compliance with ISO 19011 <p>Strengthen personal skills necessary for an auditor to act with due professional care during an audit</p>	<p>All personnel who are/will be coordinating internal audit activities within your organization</p> <p>Persons who have been given the responsibility to lead management system audits against the requirements of ISO 55001</p> <p>Existing asset management auditors who wish to refresh their skills</p>	Virtually Classroom and
5.	ISO 55001 - Asset management Lead Auditor (5 day course)	ISO 55001 Lead Auditor training enables you to develop the necessary expertise to perform an Asset Management System (AMS) audit by applying widely recognized audit principles, procedures and techniques.	•Auditors seeking to perform and lead Asset Management	Virtually Classroom and

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		<p>During this training course, you will acquire the knowledge and skills to plan and carry out internal and external audits in compliance with ISO 19011 and ISO/IEC 17021-1 certification process.</p> <p>Based on practical exercises, you will be able to master audit techniques and become competent to manage an audit program, audit team, communication with customers, and conflict resolution.</p> <p>Outcome:</p> <ul style="list-style-type: none"> • Understand the operation of an Asset Management System based on ISO 55001 and its principal processes • Understand the goal, content and correlation between ISO 55001, ISO 55002 and other standards and regulatory frameworks • Understand an auditor's role in planning, leading and following-up on a management system audit in accordance with ISO 19011 • Interpret the requirements of ISO 55001 in the context of an AMS audit • Acquire the competencies to plan an audit, lead an audit, draft reports, and follow up on an audit in compliance with ISO 19011 • Strengthen personal skills necessary for an auditor to act with due professional care during an audit 	<p>System (AMS) certification audits</p> <ul style="list-style-type: none"> •Managers seeking to master an Asset Management System audit process •Individuals responsible for maintaining conformance with AMS requirements •Technical experts seeking to prepare for an Asset Management System audit 	
6.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually and Classroom

OTHER MANAGEMENT SYSTEMS TRAINING: ISO 31000 RISK MANAGEMENT				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 31000- Risk management Introduction (1 day course)	Understanding the terms and definitions of SANS/ISO 31000 & 31010 Understanding the concept and principles of Risk Assessment Applying the Framework of Risk Assessment Understand the differences between the different techniques: - RCA / FMEA / HACCP / CAE / CPM / CBA	All staff involved in management systems and effective continual improvement	Virtually Classroom and
2.	ISO 31000- Risk management Implementation (2-3 day course)	Demonstrate knowledge of the risk management principles outlined in ISO 31000. In compliance with ISO 31000 criteria, create, maintain, and develop a risk management framework. Using ISO 31000 guidelines, implement the risk management process. Describe the ISO 31000 ideas, approaches, methods, and strategies that enable for effective risk management. Investigate the link between risk management and adherence to the expectations of various stakeholders in a company. Learn how to implement, operate, and manage a continuous risk management program in accordance with ISO 31000. Acquire the skills necessary to effectively advise firms on risk management best practices.	All staff involved in management systems and effective continual improvement	Virtually Classroom and
3.	ISO 31000- Risk management Internal auditors (3 day course)	<ul style="list-style-type: none"> • Delegates will be able to describe ISO 19011 guidelines for management system auditing. • When auditing ISO/IEC 31000, follow the 19011 guidelines. • Risk management audits should be integrated with audits of other management systems. • In the context of an audit, apply the standards of ISO/IEC 31000: <ul style="list-style-type: none"> - Initiate an audit. - Plan auditing operations. - Execute auditing tasks - Recognize audit findings Prepare and distribute a report on the audit.	All staff involved in management systems and effective continual improvement	Virtually Classroom and

4.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	<ul style="list-style-type: none"> To be scheduled within one month of results 	Staff that fail	Virtually and Classroom
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OTHER MANAGEMENT SYSTEMS TRAINING: ISO 17020 REQUIREMENTS FOR COMPETENCIES FOR BODIES PERFORMING INSPECTIONS

ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 17020 Requirements for the competencies of bodies performing inspections, Workshop (per hour)	This course allows delegates, an understanding of the ISO/IEC 17020 requirements, <ul style="list-style-type: none"> - Their application in inspection bodies, and - Some guidance on the implementation of these requirements 	This course is designed for Inspection Body Managers, Quality Managers and Inspection Body personnel who are responsible for implementing and operating the quality system to ISO/IEC 17020	Virtually and Classroom
2.	ISO 17020 Requirements for the competencies of bodies performing inspections, Introduction (1 day)	This course allows delegates, an understanding of the ISO/IEC 17020 requirements, <ul style="list-style-type: none"> - Their application in inspection bodies, and - Some guidance on the implementation of these requirements 	This course is designed for Inspection Body Managers, Quality Managers and Inspection Body personnel who are responsible for implementing and operating the quality system to ISO/IEC 17020	Virtually and Classroom
3.	ISO 17020 Requirements for the competencies of bodies performing inspections, Implementation (3 day)	An understanding of the ISO/IEC 17020 requirements, <ul style="list-style-type: none"> - Their application in inspection bodies, and - Some guidance on the implementation of these requirements Learn about the international inspection body competence standard from an APLAC Lead Evaluator.	For all inspection body, accreditation body, and specifier staff who:	Virtually and Classroom

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		Learn the requirements imposed upon an accredited inspection body by the international community.	<ul style="list-style-type: none"> • Manage the operations of the organisation • Participate in the operation of the inspection body quality system • Conduct inspections • Train inspectors and inspection body staff • Assess against the requirements of ISO/IEC 17020 	
4.	ISO 17020 Requirements for the competencies of bodies performing inspections, Internal audit training (>2 day)	<p>Understand the internal auditing concepts outlined in ISO 19011.</p> <ul style="list-style-type: none"> • Creation of an internal audit program • Preparation and execution of internal audits in accordance with ISO/IEC 17020 criteria and extra accreditation requirements • Identifying non-conformances, writing them down, and rating them • Appropriateness of corrective and preventive action is assessed. 	<p>For all inspection body, accreditation body, and specifier staff who:</p> <ul style="list-style-type: none"> • Manage the operations of the organisation • Participate in the operation of the inspection body quality system • Conduct inspections • Train inspectors and inspection body staff • Assess against the requirements of ISO/IEC 17020 	Virtually Classroom and
5.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually Classroom and

OTHER MANAGEMENT SYSTEMS TRAINING:

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ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	Management Review training (1 day course)	<p>Delegates will be able to determine why Management Reviews are conducted in this course.</p> <p>Top Management is required to assess the Quality Management System on a regular basis to guarantee its continued suitability, adequacy, and effectiveness, as well as to address the need for modifications to quality policy, objectives, targets, and other aspects of the QMS.</p> <p>Delegates will be able to:</p> <p>Assess and assess the effectiveness of the quality management system (QMS);</p> <p>Determine the need for change and improvement; and provide recommendations for improvement.</p> <p>Determine the policies' and aims' suitability.</p> <p><u>Outcomes:</u> Continual improvement of the QMS & quality manuals using corrective and preventive actions and audit findings.</p>	<p>Integrated Management Systems Team Depot Managers Superintendant</p>	<p>Virtually Classroom and</p>
2	Incident Command Training (3 days)	<p>The Incident Command System (ICS) is a common hierarchical management system that allows numerous agencies' responders to work together effectively. The Incident Command System (ICS) is a standardized, international best-practice method to incident command, control, and coordination. This course covers the skills needed to work as a supervisor in an incident command system. It gives delegates a comprehension of the relevant roles and responsibilities, as well as key competency abilities and incident nomenclature.</p> <p>Key Learning areas <u>include:</u></p> <ul style="list-style-type: none"> Defining the positions and the functions of role players in the Incident Command System matrix. 	<p>Management, Supervisors and key personnel identified to attend by Manager</p>	<p>Virtually Classroom and</p>

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		<ul style="list-style-type: none"> • Demonstrating knowledge of the positions and terms associated with the ICS system. • Describing the control functions or responsibilities and application to the ICS. <p><u>Outline:</u></p> <ul style="list-style-type: none"> • ICS I-100 addresses the background and history of ICS, as well as why a standardized management system has been adopted worldwide and why it is so helpful, particularly in the context of Southern Africa. It also addresses ICS's characteristics, concepts, and organizational hierarchy. • ICS I-200 will assist you in growing and understanding ICS in order to perform effectively inside the Incident Command System during an incident or event, particularly for people who are likely to acquire a supervisory role. 		
3.	SANS 10378 General Requirements for the Competence of Verification Laboratories” (1day course)	<p>This course provides delegates with the knowledge to:</p> <ul style="list-style-type: none"> • Describe the development to SANS 10378-General Requirements for competence of Verification • Explain the fundamentals and main recommendations of the guidelines. • Identify the benefits of Standards to an organization. • Demonstrate awareness of the key concepts, structure and principles of the Standards. 	Management, Supervisors and key personnel identified to attend by Manager	Virtually Classroom and
4	SATS 1286:2011 Measurement and Verification of local content - Local Goods, Services and Works (1day course)	<p>This course provides delegates the knowledge to:</p> <ul style="list-style-type: none"> • Describe the development to SATS 12686:2011 for competence of Verification • Explain the fundamentals and main recommendations of the guidelines. • Identify the benefits of Standards to an organization. • Demonstrate awareness of the key concepts, structure and principles of the Standards. 	Management, Supervisors and key personnel identified to attend by Manager	Virtually Classroom and
5.	Application of SANS, IWA & ISO standards (1day course)	<p>Delegates will be able to:</p> <ul style="list-style-type: none"> • Describe the evolution in terms of norms and requirements • Describe the guidelines' principles and primary suggestions. • Identify the advantages of Standards to a company. 	Management, Supervisors and key personnel identified to attend by Manager	Virtually Classroom and

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		<ul style="list-style-type: none"> • Demonstrate understanding of the Standards' essential concepts, structure, and principles. 		
6.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually and Classroom

MANAGEMENT SYSTEM CONSULTATION SERVICES				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	Develop, Implement and maintain IMS (SANS/ISO 9001 and/or SANS/ISO 14001 and/or SANS/ISO 22000 and/or SANS/ISO 45001 and/or ISO 55001 and/or ISO 50001 and/or ISO 17020 and any additional ISO Standards) and Business Improvement (includes all Consultation (Development, Implementation and Maintenance of Systems / Procedures and processes)	<p>Development, Implementation and maintenance of IMS system will be done as per the standard requirement and Business Improvement module and the following will be discussed and evaluated:</p> <ul style="list-style-type: none"> - Top Management Commitment - Establish Implementaion Team and Project Implemenation Plan will be workshop with implementation team - To start with an awareness program - Conduct initial status survey - Create a Documented Implementaion Plan - Develop System Documentation - Report and present outcomes of implementation with necessary output documentation. <p>Develop "As is" procedure and other IMS documents for systems implementation Develop "To Be" procedure and other IMS documents for systems compliance Facilitate workshop for "As Is" and "To Be" IMS procedures Keep and send minutes of meetings, including actions required of the relevant Team Members.</p>	All Departments within COCT	Virtual or in person

WATER SAFETY CONSULTATION SERVICES				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	Develop, implement, integrate and maintain the Water Safety Plan/s and/or W2RAP	<p>Development, Implementation and maintenance of Water Safety Plans, and or W2Wrap will be done as per the standard requirements and the following will be discussed and evaluated:</p> <ul style="list-style-type: none"> - Top Management Commitment - Establish Implementaion Team and Project Implemenation Plan will be workshop with implementation team - To start with an awareness program - Provide Training - Conduct initial status survey - Create a Documented Implementaion Plan - Develop System Documentation - Report and present outcomes of implementation with necessary output documentation. <p>Develop a Water Safety Plan that will meet the DWS and COCT requirements. Develop "As is" WSP procedure and other IMS documents for systems implementation Develop "To Be" WSP procedure and other IMS documents for systems compliance Facilitate workshop for "As Is" and "To Be" WSP procedures Develop & implement the W2 RAP Risk abatement plan. Do presentation Hand out notes Keep and send minutes of meetings, including actions required of the relevant Team Members.</p>	All Branches within Water and Sanitation	Virtual or in person

INTEGRATED ASSESSMENT

ITEM	DESCRIPTION	OUTCOMES		Additional Requirements
1.	First party assessment, Reports and Feedback Presentations (gap assessment & readiness assessments)	<p>Internal Auditor role is to provide management and governing bodies an objective source of information regarding the organisations risks, control environment, operational effectiveness, and compliance with applicable laws and regulations.</p> <p>Internal Auditors to gather an understanding of the current internal control process, conduct field work testing, follow up with department staff about identified issues, prepare and official audit report, review the audit report with management, and follow up with the management.</p> <p>Internal auditor to assess the organisations performance or the execution of a process against a number of standards, policies, metrics or regulations. Audits will include examining a business internal controls around corporate governance, accounting, financial reporting and IT gernal controls</p> <p>Internal Auditor to evaluate the effectiveness of critical business operations such as supply chain management.</p> <p>Auditor to ensure the following are completed: Audit Plan To Conduct an opening and closing meeting To do site visits Audits can be done electronically or at the workplace. Attendance register to be completed for each audit</p> <p>This is internal Assessments that will be done by competent auditor.</p> <p>All Assessments conducted must include full report, with feedback and presentation (presentation is where applicable)</p>	All Departments within COCT	Virtual or in person

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2.	Second Party assessment, Reports and Feedback Presentation (supplier and contractors)	<p>Auditing the Civil Contractors against tender requirements Auditing the Chemical suppliers against tender requirements and SANS standards. Auditing the Department Water Sanitation dams according the blue drop and agreements Auditing the plumbing material and suppliers to the SANS standards. Auditing all suppliers to agreed tender requirements.</p> <p>All Assessments conducted must include full report, with feedback and presentation (presentation is where applicable)</p>	All Departments within COCT	Virtual or in person
3.	Water Treatment Plant Process Audits in compliance to the Blue Drop requirements, Reports and Feedback Presentation	<p>Auditing the Water Treatment Plant against the standard requirements and SANS standards.</p> <p>Competent auditors with Reliable audit reports and results</p>	All Departments within COCT	Virtual or in person
4.	Reticulation system process audits in compliance to the Blue Drop requirements, Reports and Feedback Presentation	<p>Auditing the Reticulation system process against the standard requirements and SANS standards.</p> <p>Competent auditors with Reliable audit reports and results</p>	All Departments within COCT	Virtual or in person
5.	Wastewater process plant audits in compliance to Green Drop requirements, Reports and Feedback Presentation	<p>Auditing the Wastewater process plant against the standard requirements and SANS standards.</p> <p>Competent auditors with Reliable audit reports and results</p>	All Departments within COCT	Virtual or in person
6.	SHREQ awards audits	<p>Auditing the system, depots against the standard requirements and process, procedures to comply with SHREQ</p> <p>Competent auditors Audit all systems in the department Reliable audit reports and results</p>	All Departments within COCT	Virtual or in person

INTEGRATED SERVICES

ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	Monitor and ensure compliance to the OHS Act 85 of 1993 requirements; Reports and feedback presentation	<p>In accordance with the Occupational Health and Safety Act, monitor and assure compliance (85 of 1993). To monitor and ensure compliance with the Occupational Health and Safety Act, which provides for the health and safety of persons at work, as well as the health and safety of persons in connection with the use of plant and machinery, as well as the protection of persons other than those at work from health and safety hazards arising from or in connection with the activities of those at work.</p> <p>Monitoring and compliance will aid in the safeguarding and protection of employees in the workplace from any potential hazards, risks, events, or fatalities. It also demonstrates how to avoid injury by correctly operating machines and equipment.</p> <p>The advantages of ensuring OHS compliance in the workplace, which include but are not limited to: Improved health and safety performance. Costs related with accidents and incidents are reduced. Staff morale and relations have improved. Improved public image and PR, as well as increased corporate efficiency. Insurance rates are lower, and finance is easier to come by. Regulatory compliance has improved, as has confidence. A significant increase to both business and social responsibility.</p>	All Departments within COCT	Site Specific
2.	Vendor surveillance and /or compliance assessments (desktop or physical inspections)	<p>The Tenderer will be require to conduct vendor assessments in contract on any number of vendors utilised by the City of Cape Town and submit a vendor report outlaying developmental aspects for conformance to various legislated standards and industry related requirements such as but not limited to ISO 14001, OHAS and ISO 9001.</p> <p>Assessments would be conducted in but not limited to the mechanical workshop environment for servicing and repairing the City of Cape Town's Fleet assets (Trucks, Vehicles and Yellow Plant etc.), Auto-electrical vendors, Staff Transport vendors and any other contract in which conformance or compliance is to be monitored and/ or verified.</p>	All Departments within COCT	Site Specific
3.	Implementation of Conditional Assessments to Buildings and Infrastructure		All Departments within COCT	Site Specific

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	(To include: inspections of buildings, civil, electrical, electronic and mechanical infrastructure, providing an report, with recommendations, provision of an asset life cycle report but also recommended maintenance plans and schedules)	Assess the facility's and equipment's condition to ensure that assets are working in accordance with specified operational and safety criteria. Items that are not up to par are to be recorded and recommendations on corrective actions to be provided.		
4.	Occupancy Certificate	<p>An Occupation Certificate is compulsory for every building before occupation, as required by the National Building Regulations and Building Standards Act (1977). This is to show that all requirements have been met and to safeguard the owner.</p> <p>The Occupational Certificate must specify the type of building – freestanding, terraced, cluster complex, town house complex, apartment or commercial building. The Certificate is required before water and electricity deposits can be accepted for newly built properties.</p> <p>In order to get an Occupation Certificate from Council the tenderer must ensure the following is obtained:</p> <ol style="list-style-type: none"> 1) Approved building plans from the Municipality, including any documentation from Town Planning regarding rezoning, building line relaxation, consent etc., and if necessary, an approved Site <u>Development Plan</u> (SDP). 2) Completion Certificate from a registered structural / civil engineer 3) Certificate (<u>Roof Truss</u>) 4) IOPSA Certificate of Compliance (Institute of Plumbing South Africa) 5) Glazing Certificate – your glazier will supply you with Certification. 6) Electrical Certificate of Compliance 7) Fire Certificate <p>The application must comply to the NATIONAL BUILDING REGULATIONS AND <u>BUILDING STANDARDS</u> ACT NO. 103 OF 1977 - 14 Certificates of Occupancy in Respect of <u>Buildings</u></p>	All Departments within COCT	Site Specific
5.	Risk Assessments Implementation and Maintenance; Reports and feedback presentation	<p>Risk assessment is a primary management tool in ensuring the health and safety of workers.</p> <p>The main purpose of risk assessments are:</p> <ul style="list-style-type: none"> To identify health and safety hazards and evaluate the risks presented within the workplace To evaluate the effectiveness and suitability of existing control measures 	All Departments within COCT	Site Specific

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		<p>To ensure additional controls (including procedural) are implemented wherever the remaining risk is considered to be anything other than low. To prioritise further resources if needed to ensure the above.</p> <p>The Risk Assessment must include the following key aspects: Identifying potential hazards Identifying who might be harmed by those hazards Evaluating risk (severity and likelihood) and establishing suitable precautions Implementing controls and recording your findings Reviewing the assessment and re-assessing if necessary</p> <p>The Risk Assessment must comply to the requirements with OHSA, act 85 of 1993</p>		
6.	Fire Risk Assessments; Reports and feedback presentation	<p>The Fire Risk Assessment is a comprehensive review undertaken of a building in order to assess its fire risk and must offer recommendations to make the building safer. Identify all fire hazards and risks, evaluate and provide recommendations to reduce the risks and/or control measures.</p> <p>Fire prevention and fire risk factors must be checked by the assessor as part of the assessment:</p> <ul style="list-style-type: none"> • The building's construction, layout, and use • The nature and number of occupants, including any potentially vulnerable occupants • Electrical equipment on the site that could be a potential source of ignition • Whether the building has a history of any fire loss • Defense against arson • Smoking areas as well as prevention measures that have been taken to prevent fires caused by smoking • Protection against fires that are caused by lighting • Installed and portable heating devices that can trigger fires • Any fire hazards that have been introduced by outside contractors or building works • General housekeeping and key areas being kept clear of any combustible materials • The configuration and maintenance of escape routes 	All Departments within COCT	Site Specific

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		<ul style="list-style-type: none"> • Storage arrangements for any flammable and dangerous liquids • Emergency lighting has been properly installed and is in good working order • Measures are in place for limiting fire spread • Adequate means are in place to raise the alarm in the event of a fire • Fire safety signs are in the proper locations and used correctly • Other devices, like sprinklers, are properly installed and maintained • The appropriate fire extinguishers are in the correct locations • Whether or not there is evacuation drills and fire safety training on a regular basis • Who manages the building's fire safety and how well it is done • Proper records and documentation are being kept on fire safety measures • Correct testing procedures and maintenance are in place for fire safety systems <p>The Fire Risk Assessor must ensure the following aspects are included within the Fire Risk Assessment as a minimum requirement:</p> <ul style="list-style-type: none"> • Record all of their significant findings in detail and clearly • Get a fire safety action plan developed if any changes are necessary and record those actions in writing • Get the action plan implemented if one is necessary • Update the fire risk assessment continuously • Present findings 		
7.	Legal Registers	<p>The legal register is to be aligned with an Integrated Management System. Determine the legislation applicable to the activities carried out by the branch/department.</p> <p>The legal requirements applicable to the City must be determined by:</p> <ul style="list-style-type: none"> • the location of the operation in question • the size and type of activities carried out at the operation • The location of the operation determines the legal jurisdiction or jurisdictions (National Legislation, Provincial Legislation and Local Bylaws) 	All Departments within COCT	Site Specific

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<p align="center">8.</p>	<p>Legal Audits OHS; reports and feedback presentation</p>	<p>Legal audits or assessments must provide advice on all legal requirements governing particular activities carried out within the various branches/departments. This includes but not limited to the relevant legislation, industry specific non-legal requirements such as internal guidelines, policies and standards.</p> <p>The audit must include the review of all relevant documentation within the Integrated Management System and must provide recommendations.</p> <p>The assessor must assess the extent of the branches compliance with applicable legislation as determined by the audit scope in terms of Occupational Health and Safety.</p> <p>The assessor must evaluate the effectiveness of the implemented management systems to ensure legal compliance within the branch.</p> <p>The assessor must present a report to the Management Team on the current status of compliance and must provide recommendations to address the deviations.</p> <p>The assessor must advise on support products, services and tools that may assist the branch in improving Occupational Health and Safety Management.</p>	<p align="center">All Departments within COCT</p>	<p align="center">Site Specific</p>
<p align="center">9.</p>	<p>Legal Audits OHSE; Reports and feedback presentation</p>	<p>Legal audits or assessments must provide advice on all legal requirements governing particular activities carried out within the various branches/departments. This includes but not limited to the relevant legislation, industry specific non-legal requirements such as internal guidelines, policies and standards.</p> <p>The audit must include the review of all relevant documentation within the Integrated Management System and must provide recommendations.</p> <p>The assessor must assess the extent of the branches compliance with applicable legislation as determined by the audit scope in terms of Occupational Health, Safety and Environmental Management.</p> <p>The assessor must evaluate the effectiveness of the implemented management systems to ensure legal compliance within the branch.</p> <p>The assessor must present a report to the Management Team on the current status of compliance and must provide recommendations to address the deviations.</p>	<p align="center">All Departments within COCT</p>	<p align="center">Site Specific</p>

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		The assessor must advise on support products, services and tools that may assist the branch in improving Occupational Health, Safety and Environmental Management.		
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CATEGORY 2

INTEGRATED SERVICES				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	Occupational Hygiene Survey – Noise, Ergonomics, Illumination, Ventilation and Air Contaminants; Asbestos Assessments, and other applicable Occupational Hygiene Surveys; Reports and feedback presentation	<p>Noise Risk Assessments and Monitoring The Noise-induced Hearing Loss Regulations (2003) forms part of the Occupational Health and Safety Act (No. 85 of 1993).</p> <p>All noise surveys are performed according to SANS 10083 – The measurement and assessment of occupational noise for hearing conservation purposes.</p> <p>Ergonomics Baseline ergonomic risk assessments are performed according to widely researched methods.</p> <p>Ventilation Survey SANS 10400-O: The application of the National Building Regulations (Part O: Lighting and Ventilation) is used to determine if a room is ventilated as per requirements.</p> <p>Indoor Air Quality Monitoring International ANSI/ASHRAE Standard 62.1 (Ventilation for Acceptable Indoor Air Quality) and ANSI/ASHRAE Standard 55 (Thermal Environmental Conditions for Human Occupancy) are used to determine conformance levels of:</p>	All Departments within COCT	Site Specific

		<ul style="list-style-type: none"> ▪ Carbon Dioxide (CO₂); ▪ Carbon Monoxide (CO); ▪ Relative Humidity; and ▪ Temperatures. <p>Monitoring may also include microbial activity and legionella tests. Additional monitoring of organic vapours and airborne dust may also be included as part of an indoor air quality monitoring survey</p> <p>Thermal Stress Monitoring Thermal stress risk assessments are done to determine the heat or cold stress levels present in the workplace.</p> <p>Regulation 2 of the Environmental Regulations for Workplaces forms part of the Occupational Health and Safety Act (No. 85 of 1993).</p> <p>Asbestos Risks Assessments, Registers and Air Monitoring The Asbestos Abatement Regulations forms part of the Occupational Health and Safety Act (No. 85 of 1993).</p> <p>Lead Risk Assessments and Monitoring The Lead Regulations forms part of the Occupational Health and Safety Act (No. 85 of 1993).</p> <p>Lighting Surveys (Day/Night) Regulation 3 of the Environmental Regulations for Workplaces (1987) forms part of the Occupational Health and Safety Act (No. 85 of 1993).</p> <p>Regulations for Hazardous Chemical Agents (HCA) Hazardous Chemical Substances Regulations (1995) forms part of the Occupational Health and Safety Act (No. 85 of 1993).</p>		
2.	Asbestos Survey and Assessment Reports and feedback presentation	<p>Asbestos Surveys</p> <p>Identify the presence and type of asbestos, with associated risks. Assist with ensuring compliance to legislation. A report and recommendations to be provided.</p>	All Departments within COCT	Site Specific

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		The identification of the presence of Asbestos, the establishing of an inventory for Asbestos in place and Risk Assessments.		
3.	Ergonomics Survey and Assessment Reports and feedback presentation	Ergonomic Surveys Baseline Ergonomics Risk Assessment Survey to be conducted, a report to be provided on the findings, as well as, recommendations.	All Departments within COCT	Site Specific
4.	Major Hazardous Risk Installation Reports and feedback presentation	Identify hazards in the organisation's operations that could result in catastrophic events in their operations. This in turn helps companies with hazardous installations to reduce risk and protect employees, the public and the environment. Registered by the Department of Labour as an Approved Inspection Authority for conducting Major Hazard Installation (MHI) Risk Assessments.	All Departments within COCT	Site Specific

OTHER MANAGEMENT SYSTEMS TRAINING: ISO 17020 REQUIREMENTS FOR COMPETENCIES FOR BODIES PERFORMING INSPECTIONS

ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	ISO 17020 Requirements for the competencies of bodies performing inspections, Workshop (per hour)	This course allows delegates, an understanding of the ISO/IEC 17020 requirements, - Their application in inspection bodies, and - Some guidance on the implementation of these requirements	This course is designed for Inspection Body Managers, Quality Managers and Inspection Body personnel who are responsible for implementing and operating the quality system to ISO/IEC 17020	Virtually Classroom and

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2.	ISO 17020 Requirements for the competencies of bodies performing inspections, Introduction (1 day)	This course allows delegates, an understanding of the ISO/IEC 17020 requirements, - Their application in inspection bodies, and - Some guidance on the implementation of these requirements	This course is designed for Inspection Body Managers, Quality Managers and Inspection Body personnel who are responsible for implementing and operating the quality system to ISO/IEC 17020	Virtually Classroom and
3.	ISO 17020 Requirements for the competencies of bodies performing inspections, Implementation (3 day)	An understanding of the ISO/IEC 17020 requirements, - Their application in inspection bodies, and - Some guidance on the implementation of these requirements Learn about the international inspection body competence standard from an APLAC Lead Evaluator. Learn the requirements imposed upon an accredited inspection body by the international community.	For all inspection body, accreditation body, and specifier staff who: • Manage the operations of the organisation • Participate in the operation of the inspection body quality system • Conduct inspections • Train inspectors and inspection body staff • Assess against the requirements of ISO/IEC 17020	Virtually Classroom and
4.	ISO 17020 Requirements for the competencies of bodies performing inspections, Internal audit training (>2 day)	Understand the internal auditing concepts outlined in ISO 19011. • Creation of an internal audit program • Preparation and execution of internal audits in accordance with ISO/IEC 17020 criteria and extra accreditation requirements • Identifying non-conformances, writing them down, and rating them • Appropriateness of corrective and preventive action is assessed.	For all inspection body, accreditation body, and specifier staff who: • Manage the operations of the	Virtually Classroom and

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			organisation • Participate in the operation of the inspection body quality system • Conduct inspections • Train inspectors and inspection body staff • Assess against the requirements of ISO/IEC 17020	
5.	Should an delegate fail test, a full test must be re-written with refresher training if applicable.	To be scheduled within one month of results	Staff that fail	Virtually and Classroom





MANAGEMENT SYSTEM CONSULTATION SERVICES				
ITEM	DESCRIPTION	OUTCOMES	TARGET AUDIENCE	Additional Requirements
1.	Develop, Implement and maintain ISO/SANS 17020 Standards / Requirements	Development, Implementation and maintenance of IMS system will be done as per the standard requirement and the following will be discussed and evaluated: - Top Management Commitment - Establish Implementaion Team and Project Implemenation Plan will be workshop with implementation team - To start with an awareness program - Provide Training - Conduct initial status survey - Create a Documented Implementaion Plan - Develop System Documentation Develop "As is" procedure and other IMS documents for systems implementation Develop "To Be" procedure and other IMS documents for systems compliance Facilitate workshop for "As Is" and "To Be" IMS procedures	All Departments within COCT	Virtual or in person

City of Cape Town Structure

City Structure

Main switchboard: 021 400 1111 Call centre: 0860 103 089 Postal address: Private Bag X9181, Cape Town, 8000

Directorates

COMMUNITY SERVICES AND HEALTH	CORPORATE SERVICES	ECONOMIC OPPORTUNITIES AND ASSET MANAGEMENT 	ENERGY
FINANCE	FUTURE PLANNING AND RESILIENCE	HUMAN SETTLEMENTS	OFFICE OF THE CITY MANAGER 
SAFETY AND SECURITY 	SPATIAL PLANNING AND ENVIRONMENT	URBAN MOBILITY 	URBAN WASTE MANAGEMENT
WATER AND WASTE			

HIRA**Note:**

Other departments of the City of Cape Town can be included in this tender. Supplier will need to do a GAP survey to determine the quotation.

3. OHS RISK

The following is potential risk that must be managed by the supplier OHS programmes:

	HAZARD	RISK
1	Chemicals (lime dust, Chlorine gas)	Chemical spillage
2	Snakes, spiders & Bees	bites
3	Confine spaces	Gas
4	Water Accidents (floods, spills)	drowning
5	Machinery	Injury
6	Ladders	Injury
7	Pressure vessels	Explode
8	Fire/s	Injury
9	Stairs, work platform, steps	Slippery, injury
10	Strikes	Injury
11	Psychosocial	Workplace stress
12	Biological	Bacteria ,Viruses, vermin's & mould
13	Physical	Heat & cold, vibrations, noise

TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

EMPLOYMENT OF SECURITY PERSONNEL

N/A

FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

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

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

- a) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- b) Joint Venture Expenditure Report (**Annex 5**).

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

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

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

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

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
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Name of Sub-contractor (list all)	B-BBEE Status Level of supplier¹	Total value of Sub-contract (excl. VAT)¹	Value of Sub-contract work to date (excl. VAT)¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by supplier to be true and correct:

Date:

Verified by CCT Project Manager:

Date:

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
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Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____

Date:

Verified by CCT Project Manager:

Date: