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JOHANNESBURG ROADS AGENCY(SOC) LTD

(Company Registration No: 2000/028993/07)

TENDER DOCUMENTS – GOODS AND SERVICES

CONTRACT NO. JRA/23/110

SUPPLEMENTARY PANEL OF SERVICE PROVIDERS TO PROVIDE TRAINING SERVICES TO THE HUMAN CAPITAL MANAGEMENT DEPARTMENT OF THE JOHANNESBURG ROADS AGENCY (JRA) ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF THREE (3) YEARS

LOCAL PRODUCTION AND CONTENT:	FOR NONE-DESIGNATED SECTORS	
NAME OF BIDDING ENTITY		
ADDRESS		
TELEPHONE NUMBER:		FAX:
EMAIL ADDRESS		
COMPULSORY BRIEFING SESSION	Date : 17 January 2025 Time : 10:00 am Venue :JRA Head Office, No. 75 Helen Joseph Street	
CLOSING DATE	03 February 2025 @ 11:00 am	



CONTRACT NO. JRA/23/110

**SUPPLEMENTARY PANEL OF SERVICE PROVIDERS TO PROVIDE
TRAINING SERVICES TO THE HUMAN CAPITAL MANAGEMENT
DEPARTMENT OF THE JOHANNESBURG ROADS AGENCY (JRA) ON AN
“AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF THREE (3) YEARS**

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Chapter 1 - Tender Data

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For

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TENDER DATA

Clause number	Tender Data
1.1.1	The employer is the Johannesburg Roads Agency
1.1.2	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer.
1.1.3	While JRA will make reasonable efforts to communicate any changes to this procurement, Amendments and Clarifications to this procurement will be communicated to bidders. Any queries must be submitted to tenderenquiries@jra.org.za .
1.1.4	One-envelope procedure will be followed. This is a ONE Envelope submission system. The Bidder shall submit a signed and complete BID comprising the Returnable documents and forms in accordance with the requirements of submission (Documents Comprising BID). No electronic submission is permitted. An authorized representative of the Bidder shall sign the original submission letters in the required format. The authorization shall be in the form of a written Power of Attorney (Board Resolution). A Bid submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written Power of Attorney signed by each member's authorized representative. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid. The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate / memory stick. The number of copies shall be One (1) Original and One (1) soft Copy in a memory stick. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.



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Clause number	Tender Data
	The original and all the copies of the BID / memory stick shall be placed inside of a sealed single envelope clearly marked “Name of the Tender”, reference number, name and address of the Bidder, and with a warning “Do Not Open until [insert the date and the time of the BID submission deadline].” If the envelopes and packages with the BID are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Bid.
1.1.5	Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.
1.1.6	Bidders are requested to deliver the submission in one envelope. The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are: Physical address: • 75 Helen Joseph (Previously President Street), Johannesburg Location of tender box: • Ground Floor of the Johannesburg Roads Agency • Identification details: TENDER BOX Title to appear on envelope: CONTRACT NO. JRA/23/110 - SUPPLEMENTARY PANEL OF SERVICE PROVIDERS TO PROVIDE TRAINING SERVICES TO THE HUMAN CAPITAL MANAGEMENT DEPARTMENT OF THE JOHANNESBURG ROADS AGENCY (JRA) ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF THREE (3) YEARS This envelope must contain the Bid Documentation and returnable documents. For identification purposes, bidders are requested to ensure that the envelopes containing the company’s bids are clearly marked and are easily identifiable by the company’s logo or name. BIDDERS ARE REQUESTED TO DO COMBO (SPIRAL/ GLUED) BINDING IN THE BID DOCUMENTS Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.



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Clause number	Tender Data
1.1.7	The closing time for submission of tender offers is 11h00 on 03 February 2025 The Johannesburg Roads Agency is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
1.1.8	The tender offer validity period is 120 days.
1.1.9	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) A person who is an advisor or consultant contracted with the municipality or municipal entity. 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; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) An employee of Parliament or a provincial legislature.
1.1.10	Arithmetical errors, omissions and discrepancies Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers. a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii. the summation of the prices.



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Clause number	Tender Data
	The arithmetical errors shall be corrected 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 bills of quantities or 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 quoted 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 d) 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 bills of quantities apply) to achieve the tendered total of the prices. The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.

Chapter 2 : MBD Forms, Returnable Documents and Schedules

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NOTICE OF REQUEST FOR BID (PROPOSAL).

The Johannesburg Roads Agency invites tenders for the following:

CONTRACT NO. JRA 23/110

*The Bid document can be obtained by means of a download from the Johannesburg Roads Agency official website(www.jra.org.za/procurement/tenders), from **12 December 2024**.*

The Employer is the Johannesburg Roads Agency.

Only Tenders complying with the following requirements will be considered:

- i) Tenders submitted on the prescribed Form of Tender
- ii) Tenders sealed in envelopes conspicuously marked as follows:

Tender Contract No JRA/23/110 Johannesburg Roads Agency
75 Helen Joseph Street)
Johannesburg
2001

There is **COMPULSORY BRIEFING SESSION** for the bid, Contract number **JRA 23/110**

**FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL LEAD TO
DISQUALIFICATION**

Venue : JRA Head Office

Date : 17 January 2025

Time : 10 :00 AM

All tenders and supporting documents must be sealed and be placed in the Tender box on the ground floor of the Johannesburg Roads Agency, 75 Helen Joseph Street, Johannesburg CBD before **03 February 2025 at 11:00**. Tender box will immediately thereafter be opened bid received register and **no late tenders will be accepted**.

The Johannesburg Roads Agency (SOC) LTD reserves the right at its discretion, to award the bid:

- Not to the lowest bidder
- Not to the highest scoring bidder.
- Not to any bidder at all.
- In part / by item to various bidders, if so required



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- In the event of multiple bids for similar scope of works, the JRA reserves the right to appoint more than one bidder for such similar work.
- Successful bidders may be subjected to security vetting process and clearance before considered for an award by the JRA.
- To negotiate with one or more preferred bidders identified in the evaluation process regarding any terms and conditions including prices without offering the same opportunity to other bidder/s who has not been awarded the status of the preferred bidders.

The attention of bidders is specifically drawn to the provisions of the Conditions of Contract, which are included in the documents. All bids as advertised will remain valid for **120 days from the bid closing date**.

For any further enquiries, please contact Johannesburg Roads Agency, tenderenquiries@jra.org.za



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MBD 1: INVITATION TO BID

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	CONTRACT NO. JRA/23/110	CLOSING DATE:	03 February 2025	CLOSING TIME:	11:00
DESCRIPTION	SUPPLEMENTARY PANEL OF SERVICE PROVIDERS TO PROVIDE TRAINING SERVICES TO THE HUMAN CAPITAL MANAGEMENT DEPARTMENT OF THE JOHANNESBURG ROADS AGENCY (JRA) ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED
IN THE BID BOX SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	



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E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE		CONTACT PERSON		Pheello Potsane
CONTACT PERSON	Nomzamo Buyana		TELEPHONE NUMBER		011 298 5289
TELEPHONE NUMBER	011 298 5049		FACSIMILE NUMBER		N/A
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		tenderenquiries@jra.org.za
E-MAIL ADDRESS	tenderenquiries@jra.org.za				



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**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO



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IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:.....



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MBD 2: TAX CLEARANCE COMPLIANCE REQUIREMENTS

CONDITIONS PERTAINING TO TAX

TAX COMPLIANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.

Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.

The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.

Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the JRA to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system.

FULL NAME OF BIDDER:	ELECTRONIC TAX COMPLIANCE STATUS SYSTEM PIN NO:



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MBD 3.1: PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid Number.....

Closing Time Closing Date

OFFER TO BE VALID FOR..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
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- Required by:
- At:
- Brand and Model
- Country of Origin



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- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination.

** “all applicable taxes” includes value added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

NOT APPLICABLE



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MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number: JRA/22/201
Closing Time: 11:00 am	Closing Date 03 February 2025

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model:
- Country of origin:
- Does the offer comply with the specification(s)?
*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

**" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.



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MBD 3.2: PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15 % of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE



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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



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MBD 4: DECLARATION OF INTEREST

(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderer's should be used interchangeably)

1. No bid will be accepted from persons in the service of the state*

Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state*, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state*, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where,

- the bidder is employed by the state*, and/or
- the legal person on whose behalf the bidding documents is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved and or adjudication of the bid.

*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) a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.

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

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



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3.1	Full name of bidder or his or her representative													
3.2	Identity number													
3.3	Position occupied in the company (director, shareholder ² etc.)													
3.4	Company registration number													
3.5	Tax reference number													
3.6	VAT registration number													
3.7	Are you presently in the service of the state?	YES		NO										
3.7.1	If so, furnish particulars:													
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO										
3.8.1	If so, furnish particulars:													
3.9	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										
3.9.1	If so, furnish particulars:													
3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO										
3.10.1	If so, furnish particulars:													
3.11	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO										
3.11.1	If so, furnish particulars:													
3.12	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO										
3.12.1	If so, furnish particulars:													



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3.13	Do you or any of the directors, trustees, managers, principal 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	
3.13.1	If so, furnish particulars:						
3.14	Please provide the following information on ALL directors / shareholders / trustees /members below:						
	Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ employee number (Only to be completed if in the service of the State)			

NB:

- BIDDER MUST ADD ADDITIONAL COPIES OR TABLE IF THEY HAVE MORE DIRECTORS
- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			



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**MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL
APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

Delete if not applicable

*YES / NO

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

Delete if not applicable.

*YES / NO

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

Delete if not applicable.

*YES / NO

- 2.2 If yes, provide particulars.

.....

.....

.....

3. Has any contract been awarded to you 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?



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Delete if not applicable.

*YES / NO

3.1 If yes, furnish particulars.

.....
.....

*YES / NO

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER



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DECLARATION OF PUBLIC INTEREST SCORE (PIS) SCORE

Further to MBD 5 Question 1; where it was declared that your company is not required by law to prepare annual financial statements for auditing, please declare your company's PIS score below:

PIS SCORE FOR EACH SET OF FINANCIALS PIS SCORE:(2022/23) PIS SCORE:(2021/22) PIS SCORE:(2020/21)		
Indicate which Financial Statement classification apply to your company	PIS Score	Tick relevant box below with an “X”
- Financial Statement provided <u>must be audited</u> <i>(Where the bidder did not provide a PIS score, or if the PIS score provided is 350 and above; audited financial statements must be provided)</i>	Above 350	
- Financial Statement provided <u>must have an independent review</u> <i>(Where the bidder's PIS score is between 100 and 350; financial statements independent reviewed by a registered auditor or a chartered accountant must be provided)</i>	Between 100 and 350	
- Financial Statement provided <u>do not require to be audited neither independent reviewed</u> <i>(Where the bidder's PIS score is below 100, financial statements must be provided but don't have to be audited or independently reviewed)</i>	Below 100	

IMPORTANT NOTE:

BIDDERS WHO DO NOT PROVIDE AUDITED FINANCIAL STATEMENTS MUST PROVIDE A PIS SCORE TO CONFIRM IF THE BIDDER SHOULD PROVIDE INDEPENDENTLY REVIEWED FINANCIAL STATEMENTS OR NOT.

CERTIFICATION

I, THE UNDERSIGNED (NAME)CERTIFY THAT THE PIS SCORE ABOVE IS CORRECT.

JRA MAY REQUEST FOR SUPPORTING DOCUMENTS TO CONFIRM THE ABOVE SCORE.



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THE FOLLOWING INFORMATION IS PROVIDED BY JRA FOR THE BIDDER'S INFORMATION ONLY AND THE INFORMATION MIGHT ASSIST THE BIDDERS RELATING TO THE Companies and Intellectual Property Commission REQUIREMENTS IN TERMS OF THE FINANCIAL STATEMENT REQUIREMENTS OF THE Companies Act (2008) and the Closed Corporations Act (1984).

Financial Statements and Independent Reviews

Private or personal liability companies that are required to be audited by the Companies Act, 2008 or regulation 28, must file a copy of the latest approved Audited Financial Statements on the date that they file their annual return with the CIPC.

The following private companies are required to have their annual financial statements audited:

- Any private or personal liability company if, in the ordinary course of its primary activities, it holds assets in a fiduciary capacity for persons who are not related to the company, and the aggregate value of such assets held at any time during the financial year exceeds R5 million;
- Any private or personal liability company that compiles its financial statements internally (for example, by its financial director or one of the owners) and that has a Public Interest Score (PIS) of 100 or more;
- Any private or personal liability company that has its financial statements compiled by an independent party (such as an external accountant) and that has a Public Interest Score (PIS) of 350 or more;

Unless the company has opted to have its annual financial statements audited or is required by its Memorandum of Incorporation (MOI) to do so, a private or personal liability company that is not managed by its owners may be subject to independent review if:

- It compiles its financial statements internally and its Public Interest Score is less than 100;
- It has its financial statements compiled independently at its Public Interest Score is between 100 and 349;

Private or personal liability companies that are not required to have their financial statements audited, may elect to voluntarily file their audited or reviewed statements with their annual returns. If such companies choose not to file a full set of financial statements, they must file a financial accountability supplement with their annual return.



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How to calculate the Public Interest Score (PIS) of a company or close corporation:

- a number of points equal to the average number of employees of the company during the financial year;
- one point for every R1 million (or portion thereof) in third party liability of the company, at the financial year end;
- one point for every R1 million (or portion thereof) in turnover during the financial year; and
- one point for every individual who, at the end of the financial year, is known by the company-
 - in the case of a profit company, to directly or indirectly have a beneficial interest in any of the company's issued securities; or
 - in the case of a non-profit company, to be a member of the company, or a member of an association that is a member of the company.

Source Companies and Intellectual Property Commission website: <http://www.cipc.co.za>

Does your CC follow the CC Act or the Companies Act?

If you're not 100% compliant with legislation for accounting officer duties, you'll face penalties. When the Companies Act (2008) came into effect, the Closed Corporations Act (1984) didn't fall away. The Companies Act didn't replace it either! So where does that leave your business?

Well.... The answer is that you need to follow both!

And do you need an audit?

According to the Close Corporations Act, you don't need an audit. You can use general accounting principles. For companies, you have to follow IFRS and the Companies Act. But if your CC grows the Companies Act kicks in and a full audit and IFRS or IFRS for SMEs is required

Source: FSP Business Website: <http://fspbusiness.co.za/articles/accounting/do-you-know-when-and-why-you-need-to-create-financial-statements-7151.html>

Do you know when and why you need to create financial statements?

Here's what to do to calculate your PIS score:

The company gets 1 point for every:

- Shareholder/partner; and
- Staff member over the entire year.

Important:

You need to look at the average of all the staff members for the entire year. So, if you have a high staff turnover, don't worry about having a high PIS score!

- Every R1 million rand of turnover (or part thereof);

Or



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- Every R1 million of outside debt.

I've compiled this handy flowchart you can use to see if you need to have a review or an audit – or maybe you need nothing at all:

Source: <http://practicalaccountancylooseleaf.co.za/content/aadppc2013b-does-your-cc-follow-cc-act-or-companies-act>

The following links might assist the bidder to calculate the Public Interest Score (PIS)

<http://statucor.co.za/public-interest-score>

<https://www.casewarefrica.co.za/interesting-reads/articles/calculate-your-business-s-public-interest-score/>

<http://www.ithembaonline.co.za/wp-content/uploads/2016/10/Public-Interest-Score-Calculator.xlsx>

https://www.exceedinc.co.za/assets/dynamic/70/files/79/6/6_public-interest-score-1--nuutste-weergawe.xlsx

The following links might assist the bidder to get a better understanding of legislative requirements and the Public Interest Score (PIS)

<http://www.cipc.co.za/index.php/manage-your-business/manage-your-company/private-company/compliance-obligations/financial-statements/>

<http://www.cipc.co.za/index.php/manage-your-business/compliance-and-recourse>

https://www2.deloitte.com/content/dam/Deloitte/za/Documents/governance-risk-compliance/ZA_AuditRequirementsAndOtherMattersRelatedToTheAudit_24032014.pdf

<http://www.mdacc.co.za/index.php/companies-act-and-annual-financial-statement-requirements/>



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MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals.



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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10



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$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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



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90/10 and 80/20 preference point system.

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) Points will be allocated in line with the equity shareholding percentage of the respective directors.



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The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
SPECIFIC GOAL 1: Historically Disadvantaged Individuals - HDI			
Maximum Points	10	10	
Business owned by 51% or more – Black People	5		CSD report / Valid BBBEE Certificate / Sworn Affidavit, Certified Copy of Identity Documentation (ID) and Shareholder's certificate.
Business owned by 51% or more - Women	2		CSD report / Certified Copy of ID and Shareholder's certificate.
Business owned by 51% or more – Black Youth	2		CSD report / Valid BBBEE Certificate / Sworn Affidavit, Certified Copy of ID and Shareholder's certificate.
Business owned by 51% or more – Black People with Disability	1		CSD report / Certified Copy of ID, Certified copy of disability certificate and Shareholder's certificate.
Business owned by 51% or more – Black people who are Military Veterans	-		CSD report / registration with military veteran's database (stamped printout from military veterans' office showing the principal member with the ID number will be required), and valid BBBEE Certificate / Sworn Affidavit.
Cooperative which is at least 51% owned by - Black People	-		CSD report / valid BBBEE Certificate / Sworn Affidavit. Certified Copy of ID, Certified copy of disability certificate and Shareholder's certificate.
SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY			
Maximum Points	10		
SMMEs (An EME or QSE)	5		CSD report, Valid BBBEE Certificate / Sworn Affidavit / Certified Copy of Identity Documentation (ID) and Shareholder's certificate.



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Enterprises located within the City of Johannesburg Metropolitan Municipality	5		CSD report, Proof of Residence (Municipal Rates & Taxes)
---	---	--	--

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered



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as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER



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MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

FOR NONE-DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of the South African Bureau of Standards (SABS) approved technical specification number SATS 1286: 2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. The DTI makes provision for the promotion of local production and content.
- 1.2. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and points allocation.
- 1.3. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.4. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)



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Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

1.5. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct



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importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture takes place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means 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

3. The stipulated minimum threshold for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):



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Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (if) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.



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LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, sign and submit this declaration cannot be transferred to an external authorized representative, auditor, or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:

(a) The facts contained herein are within my own personal knowledge.



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(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 4.1 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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						SATS 1286 2011
Annex C						
Local Content Declaration - Summary Schedule						
(C1) Tender No.				Pula	G/L	
(C2) Tender description:						
(C3) Designated product(s)						
(C4) Tender Authority:						
(C5) Tendering Entity name:						
(C6) Tender Exchange Rate:						
(C7) Specified local content %						Note: VAT to be excluded from all calculations
TO THIS TENDER						
Calculation of Tender content				Tender summary		
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Total tender value	Total exempted imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14) Total Imported content (per item)
					(C15)	(C16)
					(C17)	(C18)
Signature of tenderer from Annex B				(C20) Total tender value	R 0	
				(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content				(C23) Total imported content	R 0	
				(C24) Total local content	R 0	
				(C25) Average local content % of tender		
Date:						

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Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		Note: VAT to be excluded from all calculations
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0

(E13) Total local content	R 0
----------------------------------	-----

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:



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MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.



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5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:



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MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....

accept your bid under reference numberdated.....for
the supply of goods/services indicated hereunder and/or further specified in the
annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the
terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice
accompanied by the delivery note.

EM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	CURRENCY	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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



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SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE



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MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.



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NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:



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MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL
SUPPLEMENTARY PANEL OF SERVICE PROVIDERS TO PROVIDE TRAINING SERVICES TO THE HUMAN CAPITAL MANAGEMENT DEPARTMENT OF THE JOHANNESBURG ROADS AGENCY (JRA) ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF THREE (3) YEARS.				

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



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MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

7. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz:
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.



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13. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
3.	
DATE:	



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**MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING
CONTRACTS**

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

4. I..... in my capacity as.....
- accept your bid under reference number dated.....for the leasing
of property/ purchase of goods/services indicated hereunder and/or further specified in the
annexure(s).
5. I undertake to make the leased property/ goods/ services available in accordance with the terms
and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



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MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐



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Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I THE UNDERSIGNED

**(NAME).....CERTIFY THAT THE INFORMATION
FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE JRA MAY
ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

SIGNATURE DATE

NAME OF BIDDER POSITION



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MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



CONTRACT NO. JRA/23/110

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“AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF THREE (3) YEARS**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.



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10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER



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FORM A: CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

RESOLUTION of a meeting of the Board of *Directors / Members / Partners:

(Name of Firm)

held on that:

FULL NAMES

SIGNATURE

In his/her/their capacity as
is/are hereby authorised to enter into, sign and execute and complete any documents relating to
Bid and/or Contracts for the supply of goods and services.

NAME	CAPACITY	SIGNATURE

NOTE:

1. *Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



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**FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER
DATABASE (CSD)**

Bidders must submit Vendor Number Registration with Central Supplier Database.

CENTRAL SUPPLIER DATABASE DETAILS	
ENTITY NAME	
CSD VENDOR REGISTRATION NUMBER	
NAME ENTITY REPRESENTATIVE	
POSITION	
SIGNATURE	
DATE	



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FORM C: CURRENT MUNICIPAL CHARGES

COMPANY MUNICIPAL CHARGES

BIDDERS PLEASE NOTE:

Bidders must complete this form and/or to attach the required invoices/statement of account to the bid submission.

DESCRIPTION	BIDDERS MUNICIPAL ACCOUNT DETAILS
Municipality where business is situated:	
Registered Account No for Entity:	
Stand No:	

Please attach the following documents to the bid:

- a) Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding for 90 days and more will not be accepted.
- b) In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.
- a) Bidders operating from home must submit affidavit to that effect. *(The affidavit template to be used is included below)*



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MUNICIPAL RATES AND TAXES – DIRECTORS’ PRIVATE PROPERTIES

BIDDERS PLEASE NOTE:

Bidders must complete this form and/or to attach the required invoices/statement of account to the bid submission.

DIRECTOR 1 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 2 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 3 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	



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DIRECTOR 4 - MUNICIPAL RATES AND TAXES DETAILS

Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 5 - MUNICIPAL RATES AND TAXES DETAILS

Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 6 - MUNICIPAL RATES AND TAXES DETAILS

Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 7 - MUNICIPAL RATES AND TAXES DETAILS

Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	



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Signature:	
------------	--

DIRECTOR 8 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

Bidders can include more tables if they have more directors, all directors must provide municipal rates and taxes information. Please attach the following documents to the bid:

- b) Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding for 90 days and more will not be accepted.
- c) In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.
- d) Bidders operating from home must submit affidavit to that effect. *(The affidavit template to be used is included below)*



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FORM D: COMPANY FINANCIAL REFERENCE AND RATINGS

FINANCIAL REFERENCES

a) BANK RATING

It is requisite that a bank rating be obtained, bearing an original stamp and the manager's signal by the relevant bank.

b) COMPANY BANK DETAILS

I/We hereby authorise the Employer/Employers Representative to approach all or any of the following banks for a reference:

Description of Bank Detail	Bank Detail applicable to Company Head Office	Bank Detail applicable to the Site of the Works
Name of Bank		
Account Number		
Branch Name		
Branch Code		
Street Address		
Bank Rating		

Signed atOn this Day of20.....

Name of signatory :

Name of company :



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FORM E: CLAUSE ON INVALID AND IRREGULAR BID APPLICATIONS AND
BREACHES OF BID AGREEMENTS

Provided false information in any bid application
Exerted undue influence on any person involved in considering a bid
Provided a financial or other reward
Where the supplier fails to comply with the required specifications of services and goods

BID NUMBER

.....
SIGNATURE OF BIDDER

.....
DATE



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FORM F: PRICING SCHEDULE AND REQUIREMENTS

Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

Alternative tender offers

Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

NB ANY AMENDMENTS TO THE BID DOCUMENTS MUST BE SIGNED IN FULL BY THE BIDDER'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE BIDDER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERATIONS. FAILURE TO OBSERVE WILL LEAD TO THE BID BEING DISQUALIFIED.

ANY COMPLETION OF THE BID DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND MIGHT DISQUALIFY THE BID.

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Special / Technical Information and Specifications and with the General Conditions of Contract and General Conditions to Bidders included in the bid document and hereby agree to:-

Indicate if there would be a price increase applicable and attach proof thereof

SIGNED ON BEHALF OF THE BIDDER: (Signature)

NAME OF SIGNATORY (in capital letters)



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FORM G: RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Johannesburg Roads Agency or their Agent before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

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

.....
SIGNATURE OF BIDDER

.....
DATE

Chapter 3 : General Conditions of a Contract (GCC) 2010

CONTRACT NO. JRA/23/110

For

**SUPPLEMENTARY PANEL OF SERVICE PROVIDERS TO PROVIDE TRAINING
SERVICES TO THE HUMAN CAPITAL MANAGEMENT DEPARTMENT OF THE
JOHANNESBURG ROADS AGENCY (JRA) ON AN “AS AND WHEN REQUIRED BASIS”
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GENERAL CONDITIONS OF CONTRACT

1. Definition

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 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 where an enterprise abroad is subsidized 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 recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. “Day” means calendar day.
- 1.8. “Delivery” means delivery in compliance of 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 consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits



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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 organization 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.

1.26. NEMA is an abbreviation for National Environmental Management Act

1.27. ASTM is an abbreviation for American Society for Testing and Materials

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.



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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. Obligations of the supplier covered under the contract.

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

6. Patent rights

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

7. Performance security

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



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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:

7.3.1. 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

7.3.2. a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

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 organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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



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expense of the supplier. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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 SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,



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provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- 13.1.5.** Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2.** Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1.** As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts

- 14.2.** Manufactured or distributed by the supplier:

- 14.2.1.** 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

- 14.2.2.** in the event of termination of production of the spare parts:

- 14.2.2.1.** Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- 14.2.2.2.** 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 twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3.** The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- 15.4.** Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective



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goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of



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the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3.** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4.** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5.** Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 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 or specified within the SCC. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination

- 23.1.** The purchaser, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1.** 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;



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- 23.1.2.** if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3.** 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 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 five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1.** the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2.** the date of commencement of the restriction
 - 23.6.3.** the period of restriction; and
 - 23.6.4.** the reasons for the restrictions.

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

- 23.7.** If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name



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has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes



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- 27.1.** If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2.** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 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,
- 27.5.1.** the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2.** the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1.** Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1.** 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
- 28.1.2.** 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

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

31. Notices

- 31.1.** Every written acceptance of a bid shall be posted to the supplier



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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1.** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 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 No. 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 ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

Chapter 4 : Project Description Special Conditions of a Contract

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For

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THE HUMAN CAPITAL MANAGEMENT DEPARTMENT OF THE JOHANNESBURG ROADS
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1. ABBREVIATION

ABET:	Adult Basic Education and Training
B-BBEE:	Broad Based Black Economic Empowerment
CEO:	Chief executive Officer
CHE:	Council on Higher Education
CIDB:	Construction Industry and Development Board
COGTA:	National department of Cooperative Governance and Traditional Affairs
COJ:	City of Johannesburg
CPA:	Contract Price Adjustment
CPD:	Continuing Professional Development
CPI:	Consumer Price Index
DHE:	Department of Higher Education
DTI:	Department of Trade and Industry
EIA:	Environmental Impact Assessment
EME:	Emerging Business Enterprises
EME:	Exempted Micro Enterprise
EMP:	Environmental Management Plan
EPWP:	Expanded Public Works Programme
ETDP:	Education, Training and Development Practices
ETQA:	Education and Training Quality Assurance
GCC:	General Conditions of Contract 2015
GUI:	Graphical User Interphase
HOD:	Head of Department
HCM:	Human Capital Management
IDP:	Integrated Development Plan
JRA:	Johannesburg Road Agency
MFMA:	Municipal Finance Management Act
NQF:	National Qualification Framework
NEMA:	National Environmental Management Act
OHSA:	Occupational Health and Safety Act
OPEX:	Operational Expenditure



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PPI:	Producer Price Index
PPPFA:	Preferential Procurement Policy Framework Act
QCTO:	Quality Council for Trades and Occupations
RPL:	Recognition of Prior Learning
SETA:	Sector Training and Training Authority
SCM:	Supply Chain Management
SMME:	Small Medium and Micro Enterprises
UMALUSI:	Council for Quality Assurance in General and Further Education and Training
US ID:	Unit Standard
T&D:	Training and Development
SAQA:	South African Qualification Authority



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2. DESCRIPTION AND TECHNICAL SPECIFICATION OF SERVICE TO BE REQUIRED

SPECIAL CONDITIONS

2.1. Background of the Johannesburg Roads Agency

The Johannesburg Roads Agency (JRA), in terms of the City of Johannesburg’s service delivery sector strategy belongs to the Transportation Sector. The JRA’s core competencies, based on the mandate of the organization are Planning, Design, Construction, Operation, Control, Rehabilitation and Maintenance of the Roads and Stormwater Infrastructure in the City of Johannesburg. The JRA operations are conducted within 7 regions, consisting of 9 depots and 7 strategic asset depots with the Head Office located in the Johannesburg Central Business District.

2.2. Administrative Arrangements Strategic Approach

Strategic planning is a continuous systematic process that identifies activities or steps that an entity has to go through as an organization to determine its direction (Vision), what the organisation is going to do and for whom (Mission) and a specific way to measure or to guide the organisation in a strategy to get there (Goals). The **STRATEGY 2027** is the guide for the next five years, reviewable every year, and seeks to achieve a balance between proactive road maintenance and full implementation of capital programmes in support of the City of Johannesburg 2040 goals and mayoral priorities.

The economic road infrastructure together with public transport road infrastructure have been identified as the catalyst to achieving higher economic growth whilst improving mobility and reducing traffic congestions. But most importantly, the economic road infrastructure stimulates economic growth and development by promoting the movement of goods and people. The JRA regards itself as a catalyst that makes other services and opportunities in the City of Johannesburg a reality, i.e. economic growth, water, electricity, access to health, school and recreation facilities.

2.3. JRA’s Vision

The JRA’s vision is “The best city roads that enable economic growth and sustainability”. The provision of reliable transport infrastructure cannot be seen as an end, but rather the means to a better quality of life for residents and road users. The JRA regards itself as a catalyst that makes other services and opportunities in the CoJ realisable, i.e., economic growth, water, electricity, access to health, school, and recreation facilities.

2.4. The Mission



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The JRA's Mission is **“We commit to provide quality roads that are accessible, safe and liveable for our communities”**. The provision of reliable transport infrastructure cannot be an end in itself, but rather the means to a better quality of life for residents and road users.

Our **Values** are as follows:

Respect	<i>Caring for customers, prioritising communities, ensuring equity</i>
Accountability	<i>The man in the mirror, responsible actions</i>
Ubuntu	<i>Compassion for communities and road users, empathy, humility</i>
Cooperation	<i>Working together, integration, collaboration and pooling resources</i>
Honesty	<i>Ethics, transparency, doing the right thing.</i>

2.5. The Mandate & Strategy 2022

2.5.1 Core Business

The JRA aims to achieve safety, mobility and access for all road users, with the ultimate goal of **“Stimulating development and economic growth in the City through Roads Infrastructure, Public Transport and high-level Maintenance to improve Mobility and reduce Traffic Congestion”**.

The strategic priorities/pillars for Strategy 2027 will be the following:

- Organisational Stability
- Service Delivery
- A Customer-Interface system that works.
- Customer and Stakeholder Management and Public Relations
- Good Governance and Accountability
- Safety and Security

For each of the six key pillars that define the business of the JRA, a set of focus areas (programmes) have been identified. These will drive business operations for the next five years and are informed by the mandate of the organisation.

In essence, each strategic priority (objective) has a number of programmes that will form the core of that strategic priority. Several activities and operational projects will continue to be done within a programme, but these are the high-level focus areas of the JRA for the next five years.



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a) Organisational Stability

- Development and implementation of the JRA Recruitment and Capacitation Strategy;
- Development of the Human Resources Strategy;
- Development of the new Organisational Structure.

b) Sustainable Service Delivery

- Performance, Productivity and Quality;
- Road rehabilitation and reconstruction, even in the face of COVID-19 and/or any other calamity;
- Improved operations at JRA Depots and Asphalt Plant;
- Conduct regular visual condition assessments for roads, bridges, stormwater and sidewalks;
- Accreditation of the materials laboratory and operational processes at the Asphalt Plant (ISO 9001);
- Optimum power supply to traffic signals and other ITS equipment, even during load shedding;
- Traffic Signals uptime and timeous fault repairs;
- Design, Implement and Upscale to an Intelligent Dynamic Signalling System;
- Implement mechanisms to support movement of freight and mitigate overloads and safety posed by freight vehicles.

c) A Customer-Interface system that works.

- Develop and implement a customer interface application;
- Develop and upgrade the JRA website as an interactive platform;
- Implement SAP including customer and employee modules;
- Implement and link hotline to all communication platforms within the CoJ network;
- Establishment of the Traffic Management Operations Centre.

d) Customer and Stakeholder Management and Public Relations

- External Communication Strategy;
- Internal Communication Strategy;
- Road user and Freight Communication Strategy;
- Media and Public Relations Plan;
- Stakeholder Engagement Plan.

e) Good Governance and Accountability

- Develop a financial code of conduct (with Financial Sustainability Plan);
- Strategic Procurement Plan;
- Detail penalties/sanctions;
- Implement an annual audit findings/OPCA programme and Internal Audit resolutions register;
- Implementation of Board Resolutions.

f) Safety and Security

- Develop and implement a high security plan (key point installations);
- Provide and enforce workplace/sites safety (strict use of PPE, safety equipment, barricading);



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- Develop and monitor workplace Injuries and fatalities plan.

The **key strategic enablers** that would ensure the achievement of the objectives were identified to be the following:

- I. Research and Development,
- II. Technological Innovation and
- III. Strategic Partnerships.

2.6. Project Description

The purpose of this contract is to appoint a panel of service providers that meet the requirements of this bid process to provide all Education, Training and Development (ETD) services encompassing generic, core and technical training services to specific departments of JRA.

JRA intends to appoint a Panel of Service Providers to provide Generic, Core and Technical Training. The panel will be aligned to areas of specialization, meaning that the bidder will indicate area of specialty and submit documents in response relevant to area of specialty.

The final number of Service Providers appointed to the panel will be dependent in the quality of tenders submitted, the resultant scores achieved.

Once the panel is established, a process of proportional allocation will be used to allocate new training projects to the panel, considering the Service Providers may be afforded more than one contract. Allocation of 2nd and subsequent contracts will depend on bidder meeting capacity requirements as well as previous performance in delivering training to JRA. Bidders will be afforded opportunity to prove capabilities in delivery of training. Being part of the panel does not guarantee any work from the JRA. Poor or non-performance by the bidder will result in cancellation of works orders and removal from the panel.

The Service Providers will be required to confirm availability of specific resources like accredited subject matter specialist and facilitators as part of training allocation and contracting process, as and when such process is undertaken. Not having suitable resources at the time of project allocation, could result in a Service Provider being passed over until the next round of training projects allocations.

2.7. Deliverables of the project

In response to the Strategy 2022, the JRA intends to implement Training and Development initiatives that align to and give impetus to the implementation of the JRA strategy. This will be achieved through the appointment a Panel of Service providers to: -

- i. Conduct Training and Development initiatives and align such with JRA Strategic Goals.
- ii. Conduct Training and Development initiatives that comply with Skills Development Act 97 of 1998.
- iii. Design and Print Training Manuals that are linked with Unit Standards.
- iv. Conduct Training and Development initiatives that comply with the South African Qualifications Framework;
- v. To conduct Training and Development initiatives that articulate to the National Qualifications Framework.



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- vi. To conduct Training and Development initiatives that give impetus to Quality Council for Trades and Occupations (QCTO).
- vii. Conduct Training and Development initiatives that are accredited with CETA, LG SETA and any other relevant CETA.
- viii. Conduct Training that considers Adult Learning Principles.
- ix. Conduct Technical/ Engineering Training across all organizational levels.
- x. Conduct Soft Skills Training across all organizational levels.
- xi. Conduct Pre- Assessment of Training for all employees.
- xii. Conduct administration of Training and provide all relevant reports, for example Training reports, Attendance registers, etc.
- xiii. Issue certificates of attendance immediately after completion of training.
- xiv. Issue certificates of competency upon employees having submitted portfolios and such portfolios assessed accordingly.
- xv. Support employees during portfolio of evidence completion period.

2.8. SCOPE OF WORKS

2.8.1. Technical Training

Technical Training is specific to individual Departments and contributes to CPD points which enables JRA personnel to be abreast of developments within specific areas of specialization. The departments which require training are:

- Finance
- Planning
- Infrastructure Development
- Corporate Services
- Regional Operations
- Mobility and Freight
- Governance, Performance, and IT
- Public Relations & Stakeholder Engagement
- Labour Relations
- Risk Management
- Occupational Health and Safety
- Legal Services
- General Contract Management

Specific Training Needs are given in Detail in Appendix A

- a. The above list of ETD service requirements for the JRA Departments is not completely exhaustive and it must be understood that due to the ever-changing landscape of Road Construction and Maintenance as well as Municipality regulations, there will be a need for additional ETD services required and may be amended over a contract period.



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- b. The accredited service provider/ s will be responsible for the provision of all required content, execution, and delivery of the ETD services.**
- c. In addition to ETD training, which is accredited, JRA will also require training which is specific to in-house requirements that is not accredited, and the needs will be raised with suitable service providers as and when required.**

2.8.2. Course Selection

The courses/ training required by JRA in this instance covers mainly Civil Engineering, Legal Services, Communications and Occupational Health and Safety and Financial Management. To ensure that the panel is effective and services the appropriate needs, JRA will list the service providers according to the areas of specialization after the functional evaluation has been undertaken. The bidders are required to indicate their areas of specialization to which they will be considered for training service provision should they meet evaluation criteria as given in the document.

Bidders are free to make additional Training proposals to JRA covering courses/ areas of specialization deemed necessary to have been omitted in this document. These will be evaluated against JRA Evaluation criteria if they are deemed necessary to JRA requirements and will be added onto the Panel under appropriate area of specialization.

The bidder is required to indicate appropriate area of specialization by selecting Courses which he/she is accredited to conduct in the table below. The panel will be formulated according to area of specialization.

APPENDIX ‘A’

COURSE HEADING/DESCRIPTION AS PER JRA	Indicate Training Course Selection by indicating ‘YES/NO’
Financial Management	
Occupational Health & Safety	
Communication and Marketing Services	
Financial Management	
Internal Audit	
Legal Services	
General Training Services	
Education, Training and Development	
Recognition of Prior Learning Programmes	
Built Environment Services	
Infrastructure Services	
• Civil Engineering • Traffic Engineering	



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• Transportation Engineering • Construction Management • Any other engineering related training	
Artisanship	

Indicate any additional Courses offered in the table below which are not included in Appendix 'A' above

COURSE HEADING/ DESCRIPTION	Indicate Training Course Selection by Marking (YES)

Detailed description and Unit standards should be attached in Appendix A after JRA listed courses.

It is important to note that for shortlisting onto the panel, Bidders are required to indicate their area of specialization by marking/ ticking the box next to the listed courses/s or adding additional courses not listed in and ticking the as required in Section 3.3

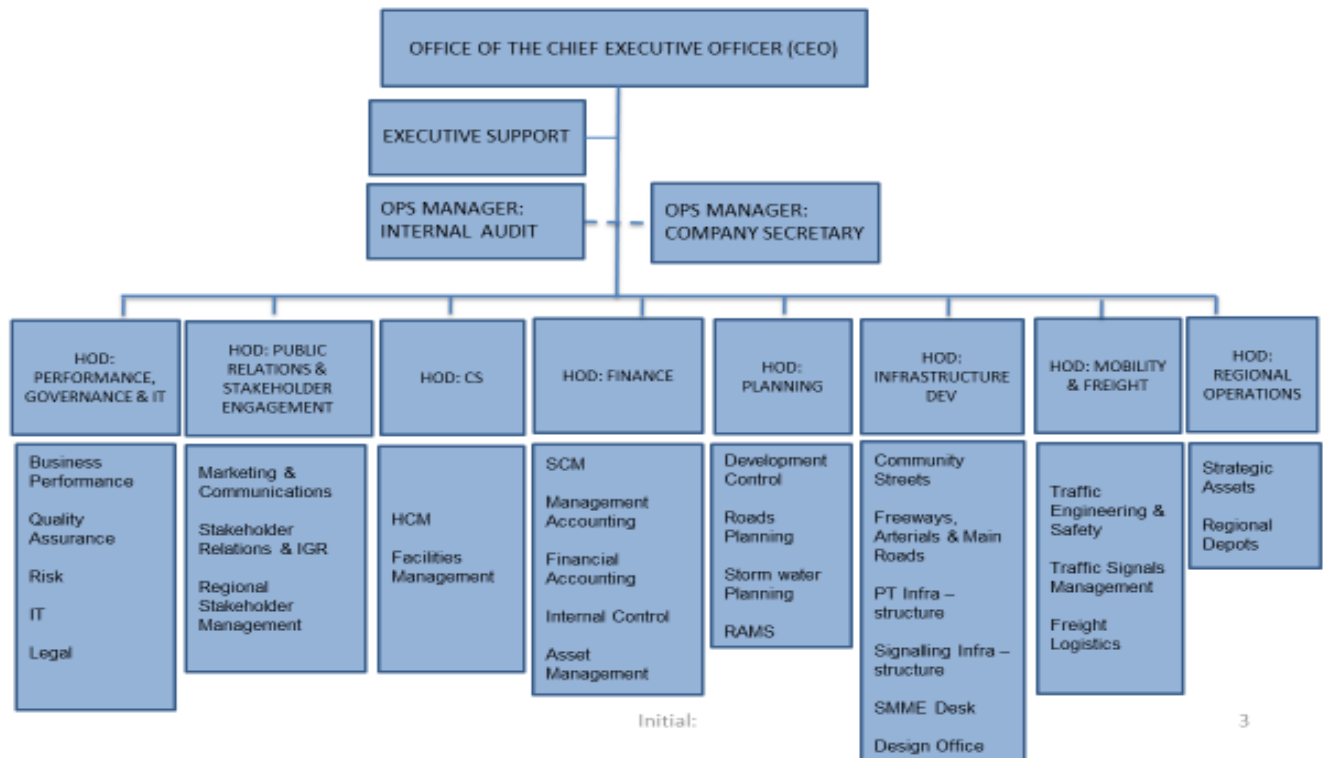
Not indicating area of specialization will render the bid invalid and it will lead to automatic disqualification without any further evaluation.



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Figure 1: JRA High Level Organogram



2.8.3. Training delivery requirements

Where possible, dummy quantities have been provided on the bill of quantities for the purpose of evaluation only. For the Generic and Technical Training, the bidders are required to submit unit rates which are inclusive of all costs to enable the training to be conducted for a full day and these costs shall be inclusive of:

- Delivery of Training
- Issues of Competency Certificates/ or Certificate of Attendance
- Enablement for Registration of CPD Points

Most of the Training will be undertaken at JRA premises and hence training venue will be provided by JRA and should not be priced for. However, there are specialized training interventions which will require special equipment and/ or software being loaded onto the computers for the purposes of training, this would be carried out at the Facilitator's venue/offices and the unit rates submitted should include the provision of venue and equipment. Examples of such training would be Auto Card, Geometric Design of Roads etc.

For the purposes of this appointment bid, Service Providers are expected to provide rates based on a Schedule of Quantities where these have been provided for. Generally, all unit rates must be per person trained per day (all inclusive) and the total number of days required for the full course.

2.8.4. Additional Courses Proposed by the bidder

Provision is also made for bidders who provide specialized training that is not listed here to put in bids for that training which is deemed relevant to JRA together with unit rates which are all inclusive as listed in the previous



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paragraphs. The same principle is applicable as for the JRA listed courses. Bidders will be required to submit unit rates which are inclusive of all costs to enable the training to be run for the full day and these costs shall be inclusive of:

- Delivery of Training
- Issuing of Competency Certificates/ or Certificate of Attendance
- Enablement for Registration of CPD points.

Most of the Training will be undertaken at JRA premises and hence training venue will be provided by JRA and should not be priced for. However, should training require equipment and/ or software being loaded onto the computers for the purposes of training, this would be carried out at the Facilitator's venue/ offices and the unit rates submitted should include the provision of venue and equipment.

2.9. Escalation

Refer to the escalation clause

2.10. Recommended Appointment Method

The required service of this bid consists mainly of Training for JRA employees and unemployed communities which makes it difficult to estimate fixed cost of the project upfront. This is due to the factors such as location, size, character, form, and function and needs for each department, required to achieve Training end results. Therefore, User Department (Human Capital Management) requests appointment of professional services to be based on rates for this contract over three (3) years period, calculated from (date the successful service provider accepts appointment). Tender/Bid base date means the original Tender/Bid advert closing date.

Once service provider has been appointed on tender rates, the applicable tasks and works order shall only be effective on receipt of written instructions from JRA Head: Corporate Service. The JRA shall not be held liable for any costs incurred for which a written instruction has not been issued. Written instruction for any task to be issued to the service provided under the terms of this contract shall be approved by Head: Corporate Service in writing.

This appointment will be valid for a period of three (3) years from the date of the award. Any reasonable instruction been given up to and until three (3) months prior to the expiry date of the contract, will be executed in full by the service provider, and the JRA will honour payment of such instruction in full. Appointment will be valid for a period of three years, and it would be expected of the service provider to fully execute all instructions issued within this period even if the work will run past the contract period.

Appointment based on rates is critically required for the contract to adapt to constantly budget adjustment controlled by the City, where funds can be adjusted at any given time throughout the financial year. Hence scope of works/instruction issued shall be adjusted accordingly. Bidders participating in this contract accept that scope of works/instruction issued can be reduced or increased at any given time and he/she shall immediately amend execution of services according to such changes. The bidder further accepts that for each task, a quotation shall be prepared and submitted to the client for approval prior to the issuance of written instructions.

The uncontrolled budget changes have collapsed many contracts at both procurement stage and implementation stage. Hence, rate-based appointment shall counter act this effect successfully because despite budget changes, there are activities that can be carried with available funds and when funds are not



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available, appointment can still be made, but tasks will be issued whenever budget becomes available e.g the following financial year for three-year term contract.

3. TECHNICAL SPECIFICATION

3.1. Regulatory Specifications

JRA Departments also have their own Training needs and hence it is incumbent upon the Service Providers to be accredited with the Relevant SETA/ETQA/UMALUSI for specific ETD services. The Service providers will be required to submit the relevant ETQA, DoE, NQF, SETA code or standards where applicable recognized by SAQA, for specific ETD services to be provided to the JRA (in addition to those stated in the SCC; if any), to show compliance with these when providing them.

3.1.1. Company Accreditation

- i. Training Service Providers must be accredited by an authorized Education and Training Quality Assurance Body (ETQA) under the South African Qualifications Authority (SAQA). Should there be training that offer full qualifications, the service providers must be registered with the Department of Higher Education.
- ii. Proof thereof must accompany (must be attached) the bid with the following information:
 - a. Accreditation number
 - b. Accreditation date
 - c. Accrediation expiry date
- iii. If the proof of company accreditation is not attached, bids will be rejected (see forms to complete)
- iv. Bidders are to attach certificates of registration to SAQA, relevant ETQA and SETA bodies and any other authorised bodies (i.e Professional bodies) for services provided per the SCC.
- v. **Note: Failure to attach and submit certificates will result in the bid offer being disqualified from further consideration.**
- vi. The education and training provider has to offer unit standards and/or qualifications that fall within primary focus area of the ETQA body of the relevant Sector Education and Training Authority (SETA) or registered professional body recognized by SAQA.

3.2. SPECIAL CONDITIONS OF CONTRACT

3.2.1. Course outline

A course outline for each training programme must be attached together with the following information:

- Unit Standard ID
- NQF Level
- Credits
- Duration
- Target group for specific training programme



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3.2.2. Training equipment

All training equipment and stationery must be supplied by the training service provider (e.g, laptops, data projectors, flipchart paper, permanent markers, white board markers, exam pad paper, pens/pencils, etc) The number of available laptops and data projectors to the bidder, must be indicated (forms to fill)

3.2.3. Training venues

- i) Generally, training venues will be provided by the JRA. However, Training venues must be proposed by the bidder in the case of certain courses where training equipment is required e.g. Computer Training and this will be discussed and finalized upon appointment of service provider
- ii) Training venues proposed must be able to accommodate a minimum of 15 learners.
- iii) The bidder is to attach a list of training venues available (forms to fill)

3.2.4. Teams/Skype/Online training platforms

- i. The bidder must be able to utilize training using online platforms should there be a necessity
- ii. The cost implication of date for delivering training must be borne by the Service provider

3.2.5. Overheads

- i. Training Material Handouts, pens, equipment, and visual enhancement for delivery etc.
- ii. The scope of appointment must include the cost of catering of trainees per person.
- iii. Travel costs from registered business address to JRA training venues indicated below:

REGION	DEPOT	ADDRESS
A	Midrand	No 6 Dale Road, cnr Glen Austin Road
B	Waterval	1 Johannes Road, Albertville, Sophiatown
C	Strydom Park	No 1 Hanschoeman Road, cnr Malibongwe Road
D	Dobsonville	No 2 Jonas Moabi Street
E	Norwood	15 Short Road, cnr Pain Street
E	Zandfontein	5 Commerce Crescent west, Eastgate Ext13. Marlboro
F	Head office	75 Helen Joseph Street, Johannesburg
	Benrose	185 Main Reef Road, Fordsburg
	Traffic Signals	No 1 Henry Nxumalo, cnr Albertina Sisulu
	Fleet and Plant	350 Main Road, Fordsburg
	Asphalt Plant	No 8 Spring Road, Orphiton, Booyens
	Laboratory	No 8 Spring Road, Orphiton, Booyens
	Motorways	20 End & Meikle Street
	Capital Works	No 2 Staib Street, New Doornfontein
	RSD	9 Steven Road, Orphiton, Booyens
G	Avalon	1 Calenduna Street



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3.2.6. Facilitators

Training Service Providers must indicate their capacity in terms of the number of qualified facilitators available to render the training required.

- i. Number of full-time facilitators in their service
- ii. Number of part time facilitators who are contracted to present training
- iii. Qualifications and Professional Registrations of all facilitators
- iv. Accreditation certificates of all facilitators who will be responsible for executing the required training, must be attached to the bid

3.2.7. Approach and methodology

- i. At this stage, JRA does not require the Approach and Methodology, this however will be required before final allocation to carry out specific training course/module.
- ii. When required project allocation, the bidders must submit under the company's letterhead, commitment that they will provide the Approach and Methodology when required by the JRA to do so.
- iii. The Approach and Methodology when required, must provide a detailed work plan with specific reference to the following:
 - a. Pre-Visits (Consultation with the JRA authorized officials before the required training session)
 - b. Recognition of Prior Learning (RPL – methodology to be used)
 - c. Customisation of material (how will the content be relevant and suitable to the JRA context)
 - d. Assessments (what and how assessments will be conducted)
 - e. Tracking of attendance (registers, etc.)
 - f. Training Reports (examples of Training Reports that must be submitted after each training session)
 - g. Certification (what certification of competence will be issued)
 - h. Monitoring and tracking (how will the execution of the scope be tracked and presented to the JRA)
 - i. And any other relevant submissions not included above.

3.2.8. Training materials

All training material must be:

- a. In line with that discussed with the JRA officials in terms of the requirements
- b. Of high quality (clearly visible, accurate, and in good format- preferably hard cover files)
- c. At the correct standard required/ provided by the SETA (in line with the NQF level and credits)
- d. Sent to the JRA authorized officials a week prior to the actual training session for approval

3.2.9. Administrative arrangements

- i. It must be noted that JRA will provide service providers on the panel who are awarded training contracts, with the following:
 - a. All requirements regarding the type of training services needed
 - b. Dates and times for the required services
 - c. Instructions for all requirements including special arrangements etc.
 - d. Required times for all requirements including special arrangements.



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- ii. All these arrangements will be provided to the service providers either telephonically, email or in person. The best method of communication is to be discussed and finalized upon appointment of successful bidder.
- iii. All other arrangements i.e., venues and catering for the training sessions will also be discussed upon appointment of successful bidder.

3.2.10. Service provider responsibilities

The Service provider will need to conduct the required ETD services as stipulated within the scope. The Service provider must ensure that:

- i. The service provider shall generally be available to the JRA for the duration of the contract.
- ii. For the duration of the contract, the service provider shall at the request of the JRA, arrange for the meetings, reports and /or feedback as agreed with JRA.
- iii. The elements of scope and other required services (provision of reports, certificates, etc.) shall prescribe the formats held within the JRA the Standard Documentation and Corporate Identity Guidelines will provided to the Bidders upon appointment should the above be case. There may be at short notice the need for certain functions to be different to those mentioned above and these will be discussed with the relevant JRA officials as and when required.
- iv. Final versions of training material are sent to the JRA authorised officials a week prior to the actual training sessions for the consensus and approval.
- v. They must always liaise with the JRA and always maintain strong ethical standards in its work.
- vi. They work closely and engage with the JRA authorized officials for all accounts of information, knowledge and understanding of the JRA ETD requirements/context for the use in conjunction with own specific data/ material to enable the most accurate content, method of training, assessments, reporting and project deliverables per scope.
- vii. A complete breakdown of all costs per ETD requirement to be provided as an underlying contributor to the prices (cost per person) quoted on pricing schedule.
- viii. They provide a detailed work plan detailing the approach and methodology as stated under previous Clauses of the SCC.
- ix. All the ETD schedules requested and required by the JRA are achieved in terms of the content, delivery and/or other requirements on or before the required times.
- x. No information is disclosed to any unauthorized persons, remains the property of the JRA and is always maintained between themselves and the JRA.

3.2.11. Project output and deliverables

- i. Delivery/ provision of all the JRA ETD service requirements as per scope, as and when required as stipulated by the JRA.
- ii. Delivery of the final versions of the training material to be used per training session/ programme in a professional format (hard cover file)
- iii. Consistent, accurate and timely execution of all aspects of required scope.
- iv. Consistent and dedicated availability for meetings, as and when required with the JRA authorised officials.



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- v. Delivery of all original invoices to the JRA offices on a weekly basis (as detailed in the delivery clause below)
- vi. Production and delivery of status reports to JRA detailing the number of ETD services completed/ executed and what is in the pipeline for the remainder of the chosen period as discussed with the JRA. An example of this report must be attached to the bind in the space provide (Forms to fill). Failure to do so will render the bidder liable to the rejection on the grounds of the bid being incomplete.
- vii. Production and delivery training of training reports post each training session/ programme detailing the outcomes of the session/ programme, any issues, concerns, action items, etc.
- viii. Ensure that all ETD needs and requirements of the JRA are met within the given timelines and to the specifications provided by the JRA.
- ix. Production and delivery of a final report of an original copy with an overview of the total work of the contract completed for the JRA not later than 14 days after the conclusion and/or termination of contract. This is to include breakdown of each training session/ programme, number of trainees, costs etc.

3.2.12. Consistency of ETD Service Provision

- i. The service provider must ensure that all ETD services are presented/ facilitated in a consistent and coherent manner and is easy to understand (i.e the look, feel, tone, etc. must be consistent.
- ii. The content must be that which has been discussed and approved by the JRA authorised officials.
- iii. The service provider/ panel must ensure that the messages sent to the audiences/ trainees are clearly linked with their objectives and maintain the reputation of the JRA as a world class organization.

3.2.13. Language Requirements

- i. The service provider must be able to produce and deliver/present/facilitate the training material in any official South African language as and when required by the JRA and ensure that the content reads the same as produced in English.
- ii. For all intents and purposes, English will be the default language used for the required ETD services.
- iii. Should there be any instance where a different language other than English is requested by the JRA and it is found that the content reads differently from what was initially provided, the JRA will terminate the contract and recover all costs incurred from the service provider for such.

3.2.14. Performance Requirements

- i. Deliver comprehensive ETD service adhering to the JRA's context, requirements, and content (if any) provided. IF and should there be any Copyright in all work provided by the service provider/ panel; it will remain with the JRA.
- ii. Provide a breakdown of all costs for all work, to the JRA authorised officials and to be as per the prices provided in the Pricing schedule.



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- iii. Ensure that all work is executed within/ on the times and/ or deadlines as agreed upon with the JRA. In addition to the mentioned, the JRA will on certain occasions require the certain services (to be determined and discussed upon appointment) to be carried out urgently and the service provider will be responsible for the completion/ delivery/ execution of the work within agreed turnaround period with JRA.
- iv. Provide other related services complementary to those identified in the scope. These may include but are not limited to providing ETD advisory services and any others as and when required by the JRA.
- v. Confirm that they understand individual briefs and/ or requirements by discussing them with the JRA authorised officials and ensure that they have all information they require to undertake the work.
- vi. Ensure response to ETD briefs within times agreed on with the JRA authorised officials and finalized within the work plan to be developed/ provided.
- vii. Work with the JRA authorised officials/ members to ensure requirements are being satisfied continuously throughout the period of the contract.
- viii. Conduct final checks on the content and layout and other related material before sending it to the appropriate JRA authorised officials/ members to ensure requirements are being satisfied continuously throughout the period of the contract.
- ix. Conduct final checks on the content and layout and other related material related before sending it to the appropriate JRA authorised officials/ members and/ or Senior Executive for finalization and sign-off. This will include a check to ensure that the brief has been addressed; that the JRA's guidelines, instructions and content provided have been adhered to; all typographical errors corrected and that the correct logos and specifications have been used etc.
- x. Ensure that there is a detailed cost breakdown for each ETD service executed and is tracked as per the work plan provided and is attached on every invoice sent to the JRA for work executed when required.
- xi. Ensure that no expenditure will be incurred by the JRA without prior approval from authorized JRA officials.

3.2.15. Ongoing Evaluation, Monitoring and Management

The JRA expects the successful service providers to satisfy all the requirements outlined and to deliver a professional, accurate and value for money service. The service provider must also:

- i. Attend meetings with the JRA authorised officials as and when required and produce a report detailing actions and deadlines for all meetings with the JRA as a meeting output.
- ii. Provide an update to the JRA authorised officials outlining the status of all activities for ETD services as and when requested by the JRA (may be requested as per work plan)
- iii. Notify the JRA authorised officials before commencing any work and seek written sign-off before going into design, production/ development, and execution.
- iv. Notify and/or make aware the JRA authorised officials/ members of any delays, issues, problems that may, will delay the execution and delivery of scope activities at any point, adequately early upon discovery of such to allow for time to mitigate and recover the work plan and agreed timelines.



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- v. Notify the JRA authorised officials of any special arrangements with regards to holiday periods and/or special days.
- vi. Rework any errors/unacceptable work at no cost to the JRA and within the agreed times. Where the JRA requires changes to be made, the service provider shall do so in the timelines agreed with the JRA.
- vii. Where applicable, a Joint Venture agreement must exist and submitted for a bid to be considered. Each party to a Joint Venture must comply.
- viii. Treat information provided by the JRA as being private and confidential and attempt to and resolve any issues expeditiously and to the satisfaction of both parties.

3.2.16. Quantities

- i. Due to the uncertainty and fluctuation of the JRA's requirements, no indication can be given as to the quantities of the ETD interventions which will be required under this contract.
- ii. Hence, there are no specific quantities of the number of ETD services required set out in Clause 5.3.1, 5.3.2 or 5.3.3 and this is done in good faith because of the situation. However, commitment is given by the JRA that Training will be undertaken as and when required during the course of three years.
- iii. In addition to the above, there is no minimum number of trainees provided by the JRA for any specific training program and thus there is no guarantee of any number of trainees per training program requested.
- iv. The service provider shall be bound to execute all of the required quantities of scope as needed by the JRA during the period of the contract; in this case “As and When” required for a period of three years (36 months), irrespective of the extent by which the total quantities ordered may vary from those stated, if any; maintaining that the bidders will be required to supply the requirements for such quantities as may be required by the JRA from time to time during the contract period.

3.2.17. Time for placing of Orders

Orders for the required ETD services will be issued during the period commencing from date of short-listing onto the panel until to the end contract.

3.2.18. Time and Method of ETD Service Delivery/ Provision

- i. All work executed must be completed within the times as agreed between the JRA and the service provider upon appointment. In general, the standard working hours apply (i.e., 08:00 to 16:00) Monday to Friday and all work must only be executed when ordered upon an official letter, purchasing order or form of order issued by the JRA or as amended from time to time by the JRA.
- ii. If necessary, the service provider will be permitted to execute and deliver the work to authorised JRA officials outside the above working hours with no additional payment (i.e. using the same rates).
- iii. Provision and/or dropping off all documentation must be conducted by an authorised member of the service provider team as agreed with the JRA.



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3.2.19. Provision of Documentation and Invoices

- i. Provision of any and/ or all documentation (i.e., final copies of reports, invoices etc.) shall be made free of all/ any additional charges.
- ii. Invoices delivered must be:
 - a. Original invoices delivered to the Head Office as detailed in the table below
 - b. Inserted into the “Supplier Invoice Box” at the main reception on the Ground Floor
 - c. Recorded together with all other documents in the register at the reception before being inserted in the “Supplier Invoice Box”
 - d. Also submitted to the correct JRA Department as a copy
 - e. Attached with other relevant documents (i.e., purchase orders, delivery notes/ reports, etc.)
 - f. Reflective of the purchase order number
- iii. All documentation must be provided as and when required and as directed by the JRA official in charge
- iv. The place of drop off shall be at the Johannesburg Roads Agency offices as stated below:
Head Office 75 Helen Joseph Street, Johannesburg.

3.2.20. Accuracy of Documents/ Services Provided

- i. The service provider must ensure that all documents delivered to the JRA office are accurate and will be verified by the JRA official at the office being delivered to upon receipt of such.
- ii. No invoice will be passed for payment if there are any alterations other than one made by the JRA authorized official and/ or a reduction made by an employee of the JRA.
- iii. Reports will be checked for accuracy as per ETD session and work plan, copies submitted and verbal communications between the service provider and the JRA authorised official/ members and if there are any discrepancies, these will be noted by the JRA official and will either request that the service provider team member return to receive the documents with the notes for revision and brought back for acceptance and sign off by the JRA or will notify the service provider of the discrepancies and request that a revised document/s with the noted changes be delivered for acceptance and sign off by the JRA.
- iv. All training material will also follow the same process as mentioned above, should it be and if required by the JRA.

3.2.21. Rejection of Service Provided

- i. All ETD services provided to the JRA must ensure conformity to the applicable ETD standards/ codes and National Governmental Acts where such exists in line with clauses 5.3.1 of the SCC and the service provider/panel is to state such in the table provided (forms to fill).

The following is to be complied with:

- a. The South African Qualifications Authority
- b. The relevant Education and Training Quality Assurance Body (ETQA) that they are registered with.
- c. The Department of Higher Education for certain full qualifications where necessary.
- d. The National Qualifications Framework (NQF).
- e. The relevant Sector Education and Training Authority (SETA) or accreditation body for ETD programmes.



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- ii. The above standards/ codes to be complied with notwithstanding any further standards to be disclosed by the bidder/agency to the JRA in the table provided (Forms to be filled under Training in Appendix A). Certificates of compliance to such standards/codes and registration with approved agencies/authorities/bodies are to be disclosed to the JRA and must accompany the bid and the attached on the page provided (Forms to be filled)
- iii. It is the responsibility of the service provider to ensure that ETD services provided conforms to the specifications provided by the standards/codes/acts as mentioned above and is appropriate or else will be rejected.
- iv. Random checks/assessments of work / final copies and/ or previous works provided will be conducted by the JRA's representative and evaluated in accordance with the relevant standards/codes/acts and/or JRA standard specification or such a standard as preferred by the JRA on an ad hoc basis. If any of these fails to comply with the specification as deemed by such an individual, the work will be rejected and must be returned for rework/changes immediately at the service provider's/ panel's expense or if already completed; damages will be recovered from the service provider by the JRA.

3.2.22. Other Special Conditions of the Contract

- i. Due diligence will be performed on bidders meeting minimum requirements to establish their capacity to undertake JRA training. Due diligence will include available resources and verification of training successfully completed previously.
- ii. Contracts will be entered into for every project allocated and accepted by the bidders involved.
- iii. Should the Service provider run substandard training, JRA reserves the right to cancel the appointment of such service provider from the panel immediately and without any notice. JRA reserves the right to recover the costs incurred in arranging such training e.g. salaries/wages of attendees and any other costs deemed necessary for the successful execution of the training.
- iv. The Service provider must comply with the provisions and contractual arrangements of the Occupational Health and Safety Act (OHSA) as well as the Environmental Management Act (NEMA): for waste management.
- v. The contractor is referred to the following regulation regarding exclusion from future work opportunities due to none or poor performance.

Treasury Regulations 16A9.2

- a. The accounting officer or accounting authority-
 - i. May disregard the bid of any bidder, or any of its directors-
 - ii. Have abused the institution's supply chain management system.
 - iii. Have committed fraud or any other improper conduct in relation to such system; or
 - iv. Have failed to perform on any previous contract; and
- b. Must inform the relevant treasury of any action taken in terms of paragraph (a).



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4. QUALIFICATION OF ELIGIBILITY

- i. To assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Current Resource and Current Expertise will be evaluated.
- ii. JRA shall not be held responsible for incorrect judgment misled by unclear written letters/words on the forms below, to be completed by the Bidder (s). **DO NOT COMPLETE FORMS BY WRITING “SEE ATTACHED”**, Bidder are encouraged to complete forms (However non-completion of forms is not mandatory). Attachment / Evidence must be submitted, any attachment other than what has been requested by JRA, shall be completely ignored, and scored zero in terms of points, where point allocation is required.
- iii. When completing Forms, Bidder(s) may make additional copies of forms, should the provided forms be inadequate for their completion of the information required.
- iv. Bidders are requested to provide evidence of complying with the Functional Criteria by completing the relevant forms in the bid document (Forms T and U). Supply copies of reference letters, competency certificates, accreditation, CVs and certified copies of qualifications as required.

5. SELECTION OF TRAINING COURSES

It is important that for shortlisting onto the panel, bidders are required to indicate their area of specialisation by ticking the column next to the listed course/s or adding additional courses not listed and ticking them as required above.

NB: Not indicating area of specialisation will render the bid invalid and it will lead to automatic disqualification without any further evaluation.



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Chapter 5 : Evaluation Process and Pricing Schedule

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1. EVALUATION PROCESS

The specific projects are estimated to have a value of less than R50 million and consequently the 80/20-point system will apply on project allocation. 80 Points max will apply to Price (Ps) and 20 points will apply to B-BBEE status.

The evaluation of bids will be undertaken in terms of the MFMA: MSCM Regulations

The evaluation for this bid will be carried out in two (02) phases:

- Pre-Compliance evaluation,
- Technical evaluation

1.1. PHASE 1: PRE-COMPLIANCE EVALUATION

The **first phase** is the pre-compliance evaluation of the SCM returnable schedules as listed below. Bidders will have to complete and submit returnable documents requested in the bidding document to determine their eligibility to participate in the bid. Only those bidders that are responsive to the submission requirements at this stage will be further evaluated at phase 2.

Mandatory requirements:

- a) Bidders must complete and submit the following documents:
 - i. Attendance of **COMPULSORY** briefing session. ***Bidders are required to complete the Attendance Register during the COMPULSORY briefing session “FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION”***
 - ii. Attach Accreditation Certificate (s) indicating registration with relevant SETA/ **ETQA**/ Authorised body.
 - iii. Completion of all MBD forms (MBD 2, MDB 3 (where applicable), MBD 4, MDB 5(where applicable), MBD 6.1, MBD 6.2 (where applicable), MBD 8, and MBD 9).
 - iv. Registered with Central Supplier Database (CSD).
 - v. Joint Venture Agreement, in case of Joint Ventures and Consortium (if applicable), clearly indicating the lead partner and percentage (%) sharing/contribution to the JV.
 - vi. Latest three year annual financial statements (AFS), (e.g. year ending 2022; year ending 2023 & year ending 2024). It must be three consecutive years and reports to be fully signed by the managing member. If AFS are not consecutive, a letter explaining otherwise must be submitted.
 - vii. Current municipal rates for the Entity and all Directors of the entity not older than 90 days and not more than 3 months in arrears (submit proof of lease agreement where premises are rented and latest invoice) – **This requirement will not disqualify bidders at this stage, but prior to recommendation stage as per MSCM reg 28(c).**

FAILURE TO COMPLETE AND SUBMIT THE MBD DOCUMENTS WILL RESULT IN THE BID BEING DISQUALIFIED.



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Other additional non-mandatory requirements to be submitted with tender document.

- MBD 1 Invitation to bid
- MBD 7 Contract Form (applicable at SLA stage)
- Originally certified copy of B-BBEE Certificate issued by SANAS accredited verification agent (MBD 6.1) OR a Sworn Affidavit issued in a Dti format.
- A printout of the full CSD Registration report.
- Originally Certified Copy of Identity Documentation and share certificate (as requested on MBD 6.1) not a copy of a certified copy.
- Bank stamped Bidder's Financial References and Ratings Letter.
- Completion of all JRA Forms
- The completed tender document shall be scanned page by page and saved in a pdf format on a USB and be submitted together with the documents (Soft Copy).

1.2. PHASE 2: TECHNICAL FUNCTIONALITY EVALUATION

Bidders who pass through the Pre-Compliance Criteria will then be assessed for Technical functional evaluation which is discussed in detail in the following sections.

The threshold for technical functionality evaluation is set at 70% in order to be evaluated further to the third phase for Price and B-BBEE. If no bidder scores 70% or more on the functionality assessment, then the JRA reserves the right to cancel and re-advertise the bid.

1.2.1. Company Experience and Past Performance

- Company must have experience in the provision of ETD services in the past 5 years. The company must preferably have a record of past performance of a minimum of ten (10) training programmes with organizations/ agencies with respect to such factors as costs, quality of the work, and the ability to meet schedules. Proof reference letters with contactable referees indicating that such projects were executed is required.
- Any ten training programmes implemented successfully are eligible for the company experience. It doesn't matter if it's the same course presented to the same organisations 10 times on different occasions or to different organisations. Bidders should note that JRA requires reference letters from the clients showing that indeed such course was run on what dates and how many people attended and the course content.
- In terms of Company Experience and evidence of Copies of Competency/Attendance Certificates of Previous Training Courses.
Bidders are required to complete Form T for each project listed.
- Bidders are required to submit signed appointment letters and Purchase Orders. Reference letters of completed projects signed by the client. Failure to submit either all the required documents or any one of them will lead to minimum scoring under the criterion.



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1.2.2. Company Resources

The company must have in its employment or contracted the following Accredited Facilitator relevant to the ETD in the specific SETA.

a) Team Leader

The Team Leader must have the ability to conduct the specific ETD requirements of the JRA for the respective SETA. He/ She must have at least 5 years' experience in coordination and successful implementation of programmes/projects. The Form for experience may be completed to show track record of the Team Leader as provided in the bid document. CV and relevant qualifications in Project Management and accreditation.

b) Capacity available: Facilitators or Assessors

- The service provider must preferably have a dedicated team of facilitators or assessors, a minimum of five (5) Facilitators or Assessors, at any given time with the ability to conduct any ETD requirements on behalf of the JRA.
- All proposed facilitators/assessors must submit relevant qualifications, accreditation certificates and CVs.
- Failure to submit the qualifications and accreditation certificates will render the bid incomplete and will lead to the bidder scoring zero under the criterion.

NB: Certified copies of qualification certificates should be within 6 months period from the bid closing date. Foreign qualification must be recognized by SAQA. Bidders must submit the verification certificates of registration by SAQA which indicated the NQF level



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1.2.3 The Maximum points allocation per criterion is summarized in the following table:

CRITERIA	WEIGHTING
Company Experience and Completed Projects - - Company must have experience in the provision of ETD services in the past 5 years. The company must preferably have a record of past performance of a minimum of ten (10) training programmes with organizations/ agencies with respect to such factors as costs, quality of the work, and the ability to meet schedules. Proof reference letters with contactable referees indicating that such projects were executed as required. - Any ten (10) projects/training programmes implemented successfully are eligible for the company experience. It doesn't matter if it's the same course presented to the same organisations 10 times on different occasions or to different organisations. Bidders should note that JRA requires reference letters from the clients showing that indeed such projects were indicating implementation dates and number of trainees and the course content. ‘Bidders are requested to complete Form T for each project listed.’	30
Competency Certificates In terms of Company Experience and evidence of copies of Competency/Attendance certificates of previous Training Courses.	10
Qualifications of Team Leader A Team Leader must possess a 3 years' National Diploma or Degree.	15
Experience of Team Leader He/ She must have at least 5 years' experience in coordination and successful implementation of programmes/projects	15
Human Resources Capacity The service provider must have a dedicated team of facilitators or assessors, a minimum of five (5) Facilitators or Assessors, at any given time with the ability to conduct any ETD requirements on behalf of the JRA.	30
TOTAL POINTS	<u>100</u>



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1.2.4 THE FUNCTIONALITY EVALUATION MATRIX

CRITERIA	SUB-CRITERIA/ CLAUSE	MAX SCORE	SCORE	EVIDENCE
COMPANY EXPERIENCE	This sub criterion covers the Company Experience: Company must have a minimum of at least five (5) years’ experience in the provision of ETD related programmes	30		Signed appointment letters and Purchase Orders. Reference letters of completed projects signed by the client indicating dates of the delivery of projects. ‘Form T’ must be completed
	More than 10 similar projects successfully completed		30	
	10 similar projects successfully completed		21	
	5-9 similar projects successfully completed		15	
	Less than 5 or Not meeting requirements		0	
COMPETENCY CEERTIFICATES	This sub criterion covers proof of certificates issued to candidates/participants of completed ETD programmes	10		Certified Copies of Competency/ Attendance Certificates
	More than 5 competency/attendance certificates		10	
	5 competency/attendance certificates		7	
	Less than 5 competency certificates or no certificates		0	
QUALIFICATIONS OF TEAM LEADER	This sub criterion covers the Qualifications of the proposed Team Leader	15		Certified Copies of ID and Qualifications to be attached
	Three (3) years National Diploma or Degree or NQF equivalent qualification		15	
	Higher Certificate or NQF Equivalent qualification		10.5	
	No submission of qualifications		0	
EXPERIENCE OF THE TEAM LEADER	The sub criterion covers the experience of the proposed TEAM LEADER			A comprehensive CV indicating relevant experience



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		15		in leading a Team in an ETD related project.
	More than 5 years in leading a Team in ETD related project		15	
	5 years in leading a Team in ETD related project		10.5	
	3 - 5 years in leading a Team in ETD related project		7	
	Less than 3 years in leading a Team in ETD related project		0	
HUMAN RESOURCE CAPACITY	The sub criterion covers the experience of the proposed Human Resources Capacity of the company. The bidder must have a dedicated team with relevant experience and qualifications in the delivery of ETD related services	30		Attach a comprehensive CV including certified copies of qualifications and ID.
	Having at least more than 5 registered Facilitators or Assessors, each with 3 years experience		30	‘Form U’ must be completed
	Having at least more 5 registered Facilitators or Assessors		21	
	Having at least more 3-4 registered Facilitators or Assessors		14.7	
	Having less than 3-4 registered Facilitators or Assessors		0	
	TOTAL	100	70%	TOTAL
				PERCENTAGE

1.2.5 PROJECT COMPLIANCE REQUIREMENTS

The outputs of the program should comply and be governed by the following:

- Skills Development Act 97 of 1998
- Skills Levies Act 9 of 1999
- South African Qualifications Authority Act 58 of 1995
- National Qualifications Framework 67 of 2008
- National Human Resources Development Strategy of South Africa



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- Labour Relations Act 66 of 1995;
- National Road Traffic Act & regulations;
- Engineering Profession Act & regulations;
- South African Road Traffic Sign Manual (SARTSM);
- And any other applicable regulation and/or legislative requirements.

1.2.6 APPENDICES

APPENDIX A TRAINING COURSES REQUIRED BY JRA

i) TRAINING COURSES

The specific ETD services required by the JRA Departments are given in the following Tables. The service providers should note that not all training has been covered here and hence specialist training e.g. for CPD which is considered relevant should be added by the Specialists covering that area of specialization. Where US ID is applicable, this should be provided as well as the unit costing per person covering the full delivery system and supplementary costs.

FINANCIAL MANAGEMENT (SHORT COURSES) - ALL DEPARTMENTS

TRAINING	UNIT STANDARD TITLE/ SPECIFICATIONS	USID	NQF LEVEL
Finance for Non-Financial Managers	Apply principles, regulations and legislation underlying Supply Chain Management in the Public Sector	119345	5
Municipal Finance Management Act	Conduct stakeholder consultation around municipal finance programmes	116348	6
Supply Chain Management	Apply principles, regulations and legislation underlying Supply Chain Management in the Public Sector	119345	5
Compiling Issuing and Evaluating Tenders	Understanding the tendering bid cycle	No Proposed US ID	

MANAGEMENT DEVELOPMENT - ALL DEPARTMENTS

TRAINING	UNIT STANDARD TITLE/ SPECIFICATIONS	US ID	NQF LEVEL
Team Leader Programme	The Learning programme must be aligned to a US ID; the NQF level must be indicated as well as the Credits. Please indicate the module of this programme together with the course outline	No proposed USID	



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Supervisory Training Programme	The Learning programme must be aligned to a US ID; the NQF level must be indicated as well as the Credits. Please indicate the module of this programme together with the course outline	No proposed USID	
New Managers Programme	The Learning programme must be aligned to a US ID; the NQF level must be indicated as well as the Credits. Please indicate the module of this programme together with the course outline	No proposed USID	
Senior Managers Programme	The Learning programme must be aligned to a US ID; the NQF level must be indicated as well as the Credits. Please indicate the module of this programme together with the course outline	No proposed USID	

POLICY DEVELOPMENT - ALL DEPARTMENTS

TRAINING	UNIT STANDARD TITLE / SPECIFICATIONS	USID	NQF LEVEL
Policy Development & Procedure Writing	Contribute towards organization policy development Apply and continuously improve company policies and procedures	230448 243267	5 5

LABOUR RELATIONS-CORPORATE SERVICES: EMPLOYEE RELATIONS

TRAINING	UNIT STANDARD TITLE/ SPECIFICATIONS	US ID	NQF LEVEL
Labour law	Demonstrate and apply an understanding of the Labour Relations Act (Act 66 of 1955)	114278	5
Presiding and Presenting Skills	Apply Principles of dispute management in	119953	5
Officer Training & Disciplinary and Grievance Procedure	Labour Relations Conduct a Disciplinary Hearing	10985	6
Negotiation Skills	Conduct negotiations to advance the interests of workers	258098	5

LIFE SKILLS-CORPORATE SERVICES: HEALTH & WELLNESS

TRAINING	UNIT STANDARD TITLE/ SPECIFICATIONS	USID	NQF LEVEL
Basic HIV/AIDS Training	Demonstrate an understanding of sexuality and sexually transmitted infections including HIV/AIDS	14656	1



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HIV/ AIDS in the Workplace Training	Contribute to information distribution regarding HIV/AIDS in the workplace	8555	4
HIV/ AIDS Counseling Skills		No Proposed US ID	
HIV/ AIDS Peer Education		No Proposed USID	
Business Etiquette & Municipal Protocol Training	Apply appropriate social protocols in the workplace and community Demonstrate an understanding of the municipal working environment	13648 244296	5 3
Public Speaking Course		No Proposed US ID	
Financial Life Skills		No Proposed USID	
Assertiveness Training	Communicate in an assertive manner with clients and fellow workers	9506	4

OCCUPATIONAL HEALTH & SAFETY - ALL DEPARTMENTS

TRAINING	UNIT STANDARD TITLE / SPECIFICATIONS	US ID	NQF LEVEL
First Aid Training Level 1	Perform basic life support and first aid procedures	119567	1
First Aid Training Level 2	Provide risk-based primary emergency care/first aid in the workplace	120496	2
First Aid Training Level 3	Provide first aid as an advanced first responder	376480	3
Safety, Health, Environment Representative (SHE)	Describe the functions of the workplace Health and Safety Representative	259622	2
Safety, Health, Environment Management (SHE)		No Proposed US ID	
Hazard Identification & Risk Management (HIRA)	Conduct continuous hazard identification and risk assessment within a workplace	244383	2
Accident and Incident Management	Explain the role of an accident investigation in safety management system	No Proposed USID	
Construction Regulation	Communicating using the terminology defined in the regulations	No Proposed USID	



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Compensation for Occupational Injuries and Diseases Act (COIDA)	Apply knowledge and insight into the statutory cover afforded under the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, as amended (COIDA)	117149	4
Confined Space and Entries	Enter, work in, and exit confined space in the water Industry	254064	3
Emergency Evacuation	Describe evacuation procedures for all affective persons and moveable critical resources effect Conduct evacuations and emergency drill	254217 242825	3 4
Fire Fighting	Apply firefighting techniques Perform basic fire fighting Supervise a fire fighting and rescue operation	252250 12484 260121	1 2 5
Ergonomics Occupational Health and Safety (OHS)	Ergonomic principles Manual handling	No Proposed USID	
Safety, Health, Environment Auditors Course (SHE)	Understand the reason for auditing. Gain the knowledge of the various steps in the auditing process.	No Proposed US ID	
Safety Management Training Course (SAMTRAC)	Discuss and apply the techniques for hazard identification and risk assessment in the workplace	No Proposed US ID	
OHSAS 18001:2007	Develop SHE objectives, targets and management programmes	No Proposed US ID	
ISO 14001 Implementation process (OHS)		No proposed USID	
Waste Management		No proposed US ID	

COMMUNICATIONS & MARKETIN SERVICES- MARKETING & COMMS

TRAINING	UNIT STANDARD TITLES/ SPECIFICATIONS	US ID	NQF LEVEL
Public Relations Management	The course must include the following modules: Communication Theories Strategic principles of Public Relations Management Strategic value of Public Relations Tactical and strategic planning in public relations Research Human Resources for Public Relations Crisis Communication Corporate Social Investment Strategic internal communication	No Proposed US ID	



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Public Relations Practice	The course must include the following modules: Professionalism Foundation of Public Relations Techniques Special Events Techniques Spoken Word Techniques Internal Communication Techniques Media Liaison Techniques Specialization area Techniques Information and Communication Technology	No Proposed US ID	
Basic Principles of Public Relations		No Proposed US ID	
Public Relations Writing		No Proposed USID	
Creative Writing for Media	Writing effective media releases and feature articles	No Proposed USID	
Effective Communication	Crisis This course must be in line with PRISA/UJ Media	No Proposed USID	
Effective Delivery - Customer management	Service service	No Proposed USID	
Writing for social media	This course must be in line with PRISA/UJ Media	No Proposed USID	
Effective Time Management		No Proposed USID	

FINACIAL MANAGEMENT – FINANCE & SUPPLY CHAIN MANAGEMENT

TRAINING	UNIT STANDARD TITLE/SPECIFICATIONS	US ID	<u>NOF</u> <u>LEVEL</u>
Learning Programme 1: Strategic Management1: Budget Implementation and Performance Management	Contribute to the strategic planning process in a South Africa Municipality	116358	6
	Applying approaches to Managing Municipal Income and Expenditure within a Multi-Year Framework	116342	6
	Apply the Principles of Budgeting Within a Municipality	116345	5
	Plan a Municipal Budget and Reporting Cycle	116364	6
	Prepare and analyse Municipal Finance Reports	116363	6
	Conduct Performance Management to a South African Municipal Environment	116341	6
Learning Programme 2: Municipal Accounting and Risk Management	Apply accounting principles and procedures in the preparation of reports and decision making	119350	5
	Apply selected GRAP (General Recognised Accounting Practices) to periodic accounting reports process	119348	5
	Apply techniques and south African statutes to cash and investment management in a municipal environment	116346	6
	Manage a municipality's assets and liabilities	116362	6
	Apply risk management in south African municipalities	116339	6
	Design internal control and internal evaluation framework	116357	6
	Conduct auditing planning and Implementation in a south African municipality	116351	5



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Learning Programme3: Governance and Legislation	Conduct stakeholder and consultation around municipality finance programmes	116348	6
	Apply the principle of ethics in a municipal environment	116343	
	Apply the inter-governmental fiscal relations Act to municipal financial management	116344	6
	Interpret south African legislation and policy affecting municipal financial management	116361	
	Discuss the selected legislative regulatory framework governing the public sector management and administration environment	119334	
Learning Programme 4: Cost and capital planning	Contribute to capital planning and financing	116347	6
	Apply costing principles to municipal operational and service-based costing	116340	6
	Conduct working capital management activities in accordance with sound financial management policy	119331	5
	Apply cost management information systems in the preparation of management reports	119341	5
Learning Programme 5: Municipal IT Support and Project Management	Apply principles of computerised system to manage data and reports relevant to the public sector administration	119351	5
	Apply principles of information systems to public finance and administration	119352	5
	Apply operations research principles and tools in the management of project activities and resources	119343	5
	Manage information technology resources in municipal finance environment	116360	6
Learning programme 6: Supply chain management and public private partnerships	Participate in the design and implementation of municipal supply chain management plan	116353	6
	Implement public-private partnerships for municipal service delivery	119353	6
Generally Accepted accounting practice (GAAP)	Accounting practices GRAP/GAAP (Accounting standards board ASB)	No proposed US ID	
Generally Recognised Accounting practice (GRAP)			
Manage debtor portfolio	Manage debtor portfolio	116599	4
Municipal finance management Act (MFMA) (Debtors Management)			
Communicate orally with relevant stakeholders in the recovery of debt	Communicate orally with relevant stakeholders in the recovery of debt	116606	4
MFMA (Revenue Enhancement)			
Basic Financial Training	Basic Accounting for Municipalities – Association of Accounting Technicians (AAT)	No Proposed US ID	
Assets Management	Institute of Municipal Finance Officers (IMFO) Assets Management	No Proposed US ID	
Budget Compilation	In Line With MFMA	No Proposed US ID	



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Credit Control	In Line With MFMA	No Proposed US ID	
Financial Reporting	In Line With MFMA	No Proposed US ID	
Financial Statements	In Line With MFMA	No Proposed US ID	
Managing Budgets	In Line With MFMA	No Proposed US ID	
Insurance Management	In Line With MFMA	No Proposed US ID	
Payroll administration	In Line With MFMA	No Proposed US ID	
Stock Control	In Line With MFMA	No Proposed US ID	
Venus Training:	Income Expenditure stores Creditors Payments Budget	No Proposed US ID	

INTERNAL AUDIT

Certified Internal Auditor (CIA) Learning system instructor LED part 1	a) Comply with the Institute of Internal Auditors (IIA's) attribute Standards b) Establish a risk-based plan to determine the priorities of the Internal audit Activity c) Understand the internal audit activity's role in organizational Governance d) Perform other internal Audit roles and responsibilities e.g., ethics/compliance, Risk management, Privacy, information, or physical security e) Governance, Risk, and control knowledge elements e. f) Corporate governance, risk vocabulary and concepts, risk/control implications, change management, conflict management g) Plan engagements	No Proposed US ID	
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CIA Learning system instructor LED part 2	a) Conduct engagements b) Conduct specified engagement e.g., fraud investigation s risk and control assessment, audits of third parties and contract auditing c) Monitor engagement outcomes d) Fraud knowledge elements e.g., discovery sampling, interrogation techniques, red flag, types of fraud e) Engagement tools e.g., samplings, statistical analyses, data gathering tools, analytical revise techniques	No Proposed USID	
CIA Learning system instructor LED part 3	a) Business processes e.g., quality management, forecasting, project management techniques, business process analyses b) Financial accounting and finance c) Managerial accounting e.g., cost concepts, capital budgeting, operating budget, transfer pricing, relevant cost d) Regulatory, legal and economics e) Information technology e.g., control framework, data, and network communications e.g., Local Area Network (LAN), Value Added Network (VAN) and Wide Area Network (WAN)	No Proposed USID	
CIA Learning system instructor LED part4	a) Strategic management e.g., Global analytical techniques, industry environments, strategic decisions, and product life's cycles b) Global business environments e.g., cultural/political environments c) Organizational behavior e.g., motivation, communication, performance, and structure d) Management skills e) Negotiating e.g., conflict resolution, added value negotiating	No Proposed US ID	
Risk based auditing	a) Introduction and objectives understanding risk and risk management systems b) Risk based audit e.g., definitions by the IIA, what is best practice c) Introducing a risk management program d) Corporate Governance and the internal audit role e) Audit planning e.g., risk-based audit planning, the factors you need to consider, build a picture of the risks	No Proposed US ID	
Risk based IT audits	a) The Information system audit process (IS) e.g., scoping the engagement, team selection and integration, execution b) Use the practice publications e.g., Objectives for Information and related Technology (Cobit), Information Technology Infrastructure Library (ITIL), ISO1799 c) IS Governance d) Understanding information systems risk e) Understanding the key information systems controls e.g., segregation of duties, user account management		
Auditing projects, project management and project risk	a) Project and program management e.g., defining project and programs essential differences, key players, and roles b) Approaches to project management e.g., traditional approach c) Auditing projects e.g., understanding the project stages, project risk, project roles and responsibilities d) Project organization roles and responsibilities e.g., team structure and basic considerations, roles and responsibilities, communications, and quality issues.	No Proposed US ID	



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Performance auditing for the public sector	Performance auditing a step-to-step approach e.g., definition, scope, audit working papers, lay out of audit file, strategic planning execution phase, reporting phase, economy, efficiency, effectiveness, developing audit criteria, audit evidence, project management	No Proposed USID	
Skills for supervising an internal audit project	Overview of project management, planning the project, conducting the project, completing the project, managing customer relations, staff time and money, managing the methodology, review of project management	No Proposed USID	
Internal audit quality assessment performing the reviews	a) The professional practices framework b) The quality assurance Standards, organization, and internal auditing environment c) External and internal quality assessment processes d) Internal assessment with independent validation process e) Hands on quality assessment practical application experience f) Final quiz	No Proposed USID	
Building leading and managing the internal audit department	Putting together the audit team, leadership styles and using them effectively, principles of management, audit project management, audit project risk assessment	No Proposed USID	
Root cause identification	a) Data collection - different audit steps to gather information b) Assessment - practical approach to identifying Root causes, problem definition, develop and effect diagram c) The root cause model -defining the model d) Corrective actions and follow up e) Reporting - How to report on root cause during the audit {working Papers) and when developing the audit report	No Proposed US ID	
Conducting an audit from cradle to grave	a) The internal auditor's roles and responsibilities b) Internal auditing standards e.g., code of ethics for internal auditors, intercalation standards for professional practice of Internal auditing c) The audit model -performance of audit work d) Internal controls	No Proposed US ID	
How to develop a model internal audit program	Where the internal audit fits in the audit process- the purpose and value of the audit program • approaches to writing an internal audit program - audit risk related to a risk bases approach to Internal audit	No Proposed USID	
IT auditing for non-IT auditors	a) Understanding the information systems environment b) Understanding key information systems control c) Auditing key information systems controls d) Audit of data files use of Computer Aided Audit Tools (CAATs)	No Proposed USID	
Effective report writing	a) The IIA Standards - audit and reporting process b) The audit and reporting process e.g., Sources of audit findings, elements of audit findings, determining the audit objectives, assessing the condition, audit communication	No Proposed US ID	
Using the governance approach in developing audit objectives, test and recommendations	Understanding the governance framework in an organization - Using a governance approach when developing audit objectives- mapping the audit objectives, test, and recommendations against a governance framework	No Proposed US ID	



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Tools and techniques for the new audit manager	a) The internal auditor managers' roles and responsibilities b) Internal auditing standards and ethics c) External relationships co-operation d) Internal relationships teamwork e) Audit planning and performance	No Proposed US ID	
Financial auditing	a) Information flow from business process to financial statement b) Financial statements c) Common recipes for cooking the books d) IT applications e) Financial auditing process f) Emerging trends e.g., audit roles, Sarbanes-Oxley update	No Proposed US ID	
IT Governance and risk for non-IT Professional	a) IT governance b) IT development risks a) c) IT security risks	No Proposed US ID	
Fundamentals of auditing the supply chain management	Different terminologies used for describing the procurement functions within organizations- How to apply the COSO framework to audit the procurement function - evaluating the tendering process- evaluate vendor or supplier management - how to discover fraud - using the electronic data to find footprints of fraud- using data mining to find ne patterns of fraud- cover quoting as one of the techniques to commit fraud in the procurement function	No Proposed US ID	
Enhancing internal controls with statistical analysis	a) Identify various known types of analytical procedures b) Identify linear regression as a powerful analytical tool c) Understand non-line/curve linear regression d) What to look out for in auditing excel based spread sheets and mathematical models e) Understand continuous control monitoring	No Proposed US ID	
Auditing the management and reporting of performance information in the public sector	Identify performance information - develop an audit programme based on a sound knowledge and understanding of best practice management of performance information	No Proposed US ID	
A practical workshop in corporate governance and risk management	Introduction of setting of objectives- King 111 update - embedding risk management – Introduction to best practice characteristics of good corporate governance	No Proposed US ID	
Combined assurance internal auditors to take the lead	Understand combined assurance - Tools of management, internal assurance providers and eternal assurance provider - drafting the combined assurance plan	No Proposed US ID	
Smart report writing for senior management	a) Audience and image e.g., the message you want your image to promote b) Audience and empathy c) Audience	No Proposed US ID	
Tools and techniques for the internal auditor	a) Roles and responsibilities of internal audit - Standards for the Professional practice of internal audit b) The basic audit - logic sequence c) Planning and preliminary survey d) Overall concepts of risk and control strategies e) Adequacy, efficiency e.g., system descriptions, flow carting f) Effectiveness e.g., effective audit sampling, audit evidence, working papers, audit report procedures, COSO Enterprise Risk Management (ERM) as a risk management framework	No Proposed US ID	



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The auditor's survival guide Part 1	Self-analysis establishes personal structure –learn to recognize that every structure has its advantages and what these are- use personal potential for immediate success as an internal auditor in the workplace	No Proposed USID	
Issuing an assessment in terms of King 111	a) What the King report states about an assessment of the effectiveness of risk management and internal control b) How this report fits into combined assurance c) Techniques for combining opinions for an annual opinion d) Expectation management e) Audit risk management	No Proposed USID	
How to effectively review your organization risk management process	a) Why and how risk management has become pivotal in all industries today b) In integrated approach to Board oversight- risk management as part of corporate governance c) King III requirements on risk management and its impact on internal auditors d) Goals of an enterprise risk management initiative e) Core risk management process steps e.g., risk identification, evaluation, risk treatment, communication f) Roles and responsibilities of key stakeholders in the risk management process g) Risk modelling and general quantification techniques	No Proposed US ID	
Essential elements for fraud prevention	Dynamic nature of fraud prevention - fraud prevention strategy- building the fraud prevention plan - fraud policy - role of internal audit - role of the audit committee	No Proposed US ID	
Developing a fraud risk management program	a) COSO consistent process for fraud risk management e.g., Define the COSO internal control framework b) Roles of key parties in managing fraud risk c) Control environment e.g., apply tools and techniques to identify potential deficiencies and recommend control enhancements d) Fraud risk assessment e) Fraud control activities	No Proposed USID	
Art of facilitation	Generic vs. Control Self-Assessment (CSA) facilitator responsibilities - Traits of an effective facilitator - Selecting workshop objectives - logistics and setup of facilities- Role playing various personality types to gain experience in handling different workshop situations - checklist for running a workshop	No Proposed US ID	
Data mining for auditors	Aligning the audit function with the Business- Defining data mining/continuous auditing, maximizing the use of data- defining a continuous audit process for maximum effectiveness	No Proposed US ID	
How to detect and prevent occupational fraud	a) An overview of fraud b) Corruption c) Asset misappropriation d) Fraudulent financial statements e) The legal and regulatory environment f) Reducing your fraud risk prevention	No Proposed US ID	



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Sampling for internal auditors	How and why auditors undertake sampling - advantages and drawbacks - Concepts of statistical sampling - Non statistical sampling - statistical sampling attributes, rand value and rand unit sampling	No Proposed US ID	
Excel for internal auditors	Using excel to analyse and interrogate data - specific CAAT'S tools using excel – Conditional formatting - formula editing - matching tow lists - reporting using excel	No Proposed US ID	
Preparation for control self-assessment (CSA) examination	a) CSA fundamentals e.g., Code of ethics, ownership, and accountability for control - control awareness and education b) CSA program integration c) Elements of the CSA process e.g., Fraud awareness - nature of evidence – group dynamics	No Proposed US ID	
Advanced performance auditing in the public sector	Performance audit methodology - macro- intermediate and microenvironment - government structures, auditing economy, efficiency and effectiveness.	No Proposed USID	
Auditing governance strategy ethics and risk management	Auditing corporate governance, strategy per COSO and others - ethics and culture - risk management per COSO	No Proposed US ID	
Auditing outsourced contracts	a) Key stages within the outsourcing process - what are the system risks within the different staged of the contract e.g., identification of need and assessment of viability, tendering and award of the contract, handover of the activity, termination of the contract b) Audit programme to test the effectiveness of key controls identified c) Overview of contract management d) Internal audit role	No Proposed US ID	
Corporate governance strategic for internal auditors	a) Corporate governance b) Roles and responsibilities c) Legal regulatory and standard d) Business ethics e) Transparency f) Enterprise risk management g) Monitoring h) Communications	No Proposed USID	
Fraud indicators red flags and prevention	a) Fraud conducted by employees against the company b) Fraud conducted by individuals on behalf of the company c) Warning signals should go off when employees evidence characteristics e.g., Lack of a strong code of personal ethics d) Fraud committed by management on behalf of the company	No Proposed US ID	

	e) Tell-tale signs of management and corporate fraud f) Top management defrauders g) Indicators of possible fraudulent activities		
Environmental auditing for non-environmental auditors	a) Concept, principles, and skills of environmental auditing b) ISO14001 environmental management system basics and relevance of environmental auditing c) Roles, responsibilities, and relationship management d) Detailed procedures for conducting environmental audit	No Proposed US ID	



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Internal Audit guide to strategic thinking	The five criteria for strategic thinking, creative and critical thinking, checklist for creating a strategy	No Proposed USID	
Tools and techniques for the internal auditor block 3	Understanding the principles of management, audit project management, audit project risk assessment, time, and budget management, facilitating risk identification and risk assessment	No Proposed USID	
Municipal Bonds	Understanding the issuing and management of municipal bonds, including but not limited to all the legal requirements, procedures to be followed etc.	No Proposed US ID	
Implementing the international professional practices framework	c) Mandatory auditors are obliged to comply with definitions of auditing, code of ethics and the IIA standards d) Strongly recommended to consider and to comply with position papers, practice advisories and practice guides.	No Proposed USID	

LABOUR RELATIONS

TRAINING	UNIT STANDARD TITLE/ SPECIFICATIONS	US ID	NQF LEVEL
Negotiation Skills	Conduct negotiations to advance the interest of Council in prospective litigation matters	No proposed US ID	
Cross Examination	Techniques of cross examination	No proposed US ID	
Labour Law	Demonstrating an understanding of the purpose and primary objects, application, and interpretation of the Labour Relations Act	114278	5
Labour Law Processes	Labour Processes - Labour Legislation	No proposed US ID	
Law of Contract: Implications on Municipalities	Legal compliance	No Proposed US ID	
Municipal Corporate Governance	Apply concepts and principles relevant to the practical aspects of Corporate Governance and accountability: Generally Accepted Accounting Practice (GAAP) Generally, recognized Accounting Practice (GRAP)	12885	6



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Corporate governance strategies for Legal Practitioners [King III Report- Impact of the new Companies Act, 71/2008 on the King III Code)	Applying concepts and principles relevant to the practical aspects of Corporate Governance and accountability: Corporate practice and conduct	No Proposed US ID	
Art of Problem Solving	The art of identifying a problem early Solving organizational problems Dispute resolution: Ways of resolving disputes	No proposed US ID	
Law of Evidence	Equipping one with a thorough understanding of evidence and practical questioning techniques to implement knowledge and empower one to deal confidently with evidential issues in arbitrations, court or in disciplinary enquires	No proposed US ID	
Governance approach to develop legal compliance objectives, test and recommendations	Understanding the governance framework in an organization Using a governance approach when developing legal objectives Mapping the legal objectives, test, and recommendations against a governance framework	No proposed US ID	
Tools and techniques for the new legal manager	The internal Legal Manager's role and responsibilities Internal compliance standards and ethics External relationships co-operation Internal relationships teamwork Legal compliance Audit planning and performance	No proposed US ID	
Tools and techniques for the Legal Manager	Roles and responsibilities of legal practitioners Standards for the Professional Practices The basics of legal compliance, logical sequence: planning, understanding & setting the objectives.	No proposed US ID	
The legal practitioners' survival guide	Self-analysis establishes personal Structogram- Learn to recognize that every structure has advantages and what these are - Use personal potential for immediate success as an internal legal manager in the workplace	No proposed US ID	
Legal guide to strategic thinking	The five criteria for strategic thinking, Creative and critical thinking, Checklist for creating a strategic	No proposed US	
Tools and techniques for the legal practitioner	Understanding the principles of management, Legal project management, legal project assessment, time, and budget management, facilitating legal compliance identification and non-compliance assessment	No proposed US ID	
Comprehensive skills to render legal comments/opinions	Analytical minds skills	No proposed US ID	
Logic Framework	Results-based performance management	No proposed US ID	
General Civil Procedure actions/applications	Civil Procedure Training	No proposed US ID	



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Legal Research & development	Legal research skills conducting research	No proposed US ID	
Asset Management	Asset Portfolio Management Developing a checklist for asset management Building Maintenance (Coordination)	No proposed US ID	
Reviewing the outsourced contracts	Key stages within the outsourcing process what are the system risks within the different stages of the contract e.g., identification of need and assessment of viability, tendering and award of the contract, handover of the contract Audit process to test the effectiveness of key controls identified internal contract management role	No proposed US ID	

INFRASTRUCTURE SERVICES - INFRASTRUCTURE DEVELOPMENT

TRAINING	UNIT STANDARD TITLE / SPECIFICATIONS	US ID	NQF LEVEL
National Certificate: Construction: Road Works	Show a critical awareness of language usage in the road construction environment Analyse and present information in a road construction environment Communicate appropriately in a road construction environment Use mathematics in the road construction industry, (calculate quantities, set out work)	24173	3
National Certificate: Construction Contracting	Apply basic business principles to sell services, manage payment processing and conduct business in ethical, professional manner. Identify and describe the characteristics of a successful entrepreneur.	20813	2
Road Construction Project Management		No proposed US ID	
Business development and support programme		No proposed US ID	
Programme design and development		No proposed US ID	
Extended Public Works Programme (EPWP) Training	Community based development; social facilitation; participatory Community appraisal; project planning; project implementation; project evaluation	No proposed US ID	

Additional INFRASTRUCTURE DEVELOPMENT TRAINING NEEDS

TRAINING	UNIT STANDARD TITLE / SPECIFICATIONS	US ID	NQF LEVEL



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Project Management of Construction Projects	This course is based on the principles of the PMBOK® Guide and the Construction Extension to the PMBOK® Guide. It aims to introduce project managers to the best practices to be followed when managing projects in the construction and engineering environment.	No proposed US ID	
Technical Report Writing	The course provides project managers with the tools and skills on step-by-step approach on how to shape and structure thoughts, draft, and write a clear and concise technical report about any subject.	No proposed US ID	
GCC 2015 3rd Edition	The course provides details application and interpretation of the version of the General Condition of Contracts (GCC 2015 3 rd Edition)	No proposed US ID	
Legal Liability Occupational Health and Safety Act	The course provides insights on how to plan and organise multiple resources and people in any construction.	No proposed US ID	

MOBILITY & FREIGHT

TRAINING	UNIT STANDARD TITLE / SPECIFICATIONS	US ID	NQF LEVEL
Optimising Intersections		No proposed US ID	
Stormwater Management		No proposed US ID	
Traffic Safety Officer Training		No proposed US ID	
Geometric Design		No proposed US ID	
SARTSM requirements	This course must award CPD (Continuing Professional Development) Points through SAICE (South African Institute of Civil Engineering)	No proposed US ID	
Road Markings		No proposed US ID	
Introduction to the International Maritime Dangerous Goods (IMDG) CODE		No proposed US ID	



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1.2.7 FORM T COMPLETED TRAINING COURSES (Bidders can make additional copies of Form T if projects are more than 10)

NB. TO BE COMPLETE IN FULL AND ATTACH EVIDANCE

PROJECT No. 1	
SETA/ETQA registration number	
SAQA ID	
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA	
TRAINING COURSE No.	
Training Course Name	
US ID and/ Or NQF Level	
Client I Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Appointment Value	
Client Location (Province)	
Facilitator's Name	
Project Duration(days/months)	
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)	
PROJECT No. 2	
SETA/ETQA registration number	
SAQA ID	
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA	
TRAINING COURSE No.	
Training Course Name	



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US ID and/ Or NQF Level	
Client I Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Appointment Value	
Client Location (Province)	
Facilitator's Name	
Project Duration(days/months)	
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)	



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PROJECT No. 3		
SETA/ETQA registration number		
SAQA ID		
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA		
TRAINING COURSE No.		
Training Course Name		
US ID and/ Or NQF Level		
Client I Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Appointment Value		
Client Location (Province)		
Facilitator's Name		
Project Duration(days/months)		
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)		



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PROJECT No. 4		
SETA/ETQA registration number		
SAQA ID		
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA		
TRAINING COURSE No.		
Training Course Name		
US ID and/ Or NQF Level		
Client I Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Appointment Value		
Client Location (Province)		
Facilitator's Name		
Project Duration(days/months)		
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)		



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PROJECT No. 5	
SETA/ETQA registration number	
SAQA ID	
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA	
TRAINING COURSE No.	
Training Course Name	
US ID and/ Or NQF Level	
Client I Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Appointment Value	
Client Location (Province)	
Facilitator's Name	
Project Duration(days/months)	
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)	



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PROJECT No. 6	
SETA/ETQA registration number	
SAQA ID	
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA	
TRAINING COURSE No.	
Training Course Name	
US ID and/ Or NQF Level	
Client I Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tell/Cell no and fax no)	
Clients Contact Person (email address)	
Appointment Value	
Client Location (Province)	
Facilitator's Name	
Project Duration(days/months)	
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)	



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PROJECT No. 7		
SETA/ETQA registration number		
SAQA ID		
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA		
TRAINING COURSE No.		
Training Course Name		
US ID and/ Or NQF Level		
Client I Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tell/Cell no and fax no)		
Clients Contact Person (email address)		
Appointment Value		
Client Location (Province)		
Facilitator's Name		
Project Duration(days/months)		
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)		



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PROJECT No. 8		
SETA/ETQA registration number		
SAQA ID		
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA		
TRAINING COURSE No.		
Training Course Name		
US ID and/ Or NQF Level		
Client I Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tell/Cell no and fax no)		
Clients Contact Person (email address)		
Appointment Value		
Client Location (Province)		
Facilitator's Name		
Project Duration(days/months)		
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)		



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PROJECT No. 9		
SETA/ETQA registration number		
SAQA ID		
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA		
TRAINING COURSE No.		
Training Course Name		
US ID and/ Or NQF Level		
Client I Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tell/Cell no and fax no)		
Clients Contact Person (email address)		
Appointment Value		
Client Location (Province)		
Facilitator's Name		
Project Duration(days/months)		
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)		



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PROJECT No. 10	
SETA/ETQA registration number	
SAQA ID	
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA	
TRAINING COURSE No.	
Training Course Name	
US ID and/ Or NQF Level	
Client I Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Appointment Value	
Client Location (Province)	
Facilitator's Name	
Project Duration(days/months)	
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)	



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**SUPPLEMENTARY PANEL OF SERVICE PROVIDERS TO PROVIDE
TRAINING SERVICES TO THE HUMAN CAPITAL MANAGEMENT
DEPARTMENT OF THE JOHANNESBURG ROADS AGENCY (JRA) ON AN
“AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF THREE (3) YEARS**

PROJECT No. 11		
SETA/ETQA registration number		
SAQA ID		
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA		
TRAINING COURSE No.		
Training Course Name		
US ID and/ Or NQF Level		
Client I Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Appointment Value		
Client Location (Province)		
Facilitator's Name		
Project Duration(days/months)		
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)		



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PROJECT No. 12		
SETA/ETQA registration number		
SAQA ID		
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA		
TRAINING COURSE No.		
Training Course Name		
US ID and/ Or NQF Level		
Client I Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Appointment Value		
Client Location (Province)		
Facilitator's Name		
Project Duration(days/months)		
Is the Project Completed (Yes/No) (Attach copies of Competency Certificate)		



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1.2.8 FORM U: EXPERIENCE OF NOMINATED PERSONNEL (Bidders may make additional copies of Form U if more than 5 facilitators / assessors are listed)

“Bidders are required to complete Form U to indicate the nominated/Available Facilitators/ Assessors for evaluation purposes”

TYPICAL FORMS TO BE COMPLETED BY THE BIDDERS

- Form U(i) Team Leader
- Form U(ii) Facilitators/ Assessors

FORM U (i) Team Leader

NB. TO BE COMPLETE IN FULL AND ATTACH EVIDANCE

Name of the Team Leader	Qualifications Degree/Diploma or NQF Equivalent and accreditation	Experience in years

FORM U (i) Team Leader

NB. COMPLETE IN FULL AND ATTACHED EVIDENCE

Name of the Bidder			
SETA/ETQA			
SAQA ID			
NUMBER OF YEARS' EXPERIENCE IN ETD FOR THE RELEVANT SETA			
TRAINING COURSE No.			
Training Course Name			
US ID and/ Or NQF Level			



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Client I Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tell/Cell no and fax no)	
Clients Contact Person (email address)	
Appointment Value	
Client Location (Province)	
Facilitator's Name	
Project Duration(days/months)	
Is the Project Completed	

FORM U (ii) Facilitators/Assessors

NB. COMPLETE IN AND ATTACHED EVIDENCE

	Facilitators / Assessors Name	Relevant SETA Accreditation, CV, Certified Copies of Certificates for the facilitator/ Assessor. IS IT ATTACHED?	Experience in years
1.			
2.			
3.			



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4.			
5.			
6.			
7.			
8.			

Bidders are required to submit Relevant SETA Accreditation, CVs, and Certified copies of qualifications for the Facilitator / Assessor.

All qualifications must be SAQA recognised. Where necessary, other recognised qualifications which are not mentioned herein, must be benchmarked to the SAQA standards and must be at the same or higher NQF level of the qualifications mentioned herein. CVs and proof of qualifications must be submitted with the tender documents.



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1.3. PHASE 3: PRICE AND B-BBEE EVALUATION

- This phase will be applicable at project specific stage.

.....
SIGNATURE OF BIDDER

.....
DATE