

NSG/BID/05/2021/22

REQUEST FOR PROPSAL:

SUPPLY, INSTALLATION, SUPPORT AND MAINTENANCE OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT (NSG)

BIDDING DOCUMENT

SBD 1	Invitation to Bid
SBD 3.3	Pricing Schedule – (part of Annexure O price proposal)
SBD 4	Declaration of Interest
SBD 6.1	Preference points claim form in terms of Preferential Procurement Regulations 2017
SBD 8	Declaration of Bidder's past SCM Practices
SBD 9	Certificate of Independent Bid Declaration
GCC	General Conditions of Contract
RFP	Request for Proposal and Terms of Reference, including Annexurea A - J
ANNEXURE K	Special Conditions of Contract
ANNEXURE L	Evaluation Criteria
ANNEXURE M	Bidder's Declaration
ANNEXURE N	Price proposal

Advertising Date: 14 January 2022

Information Session: 21 January 2022

ZOOM MEETING

Meeting ID: 992 072 1672

Passcode: 401957

Closing Date: 11 February 2022

Closing Time: 11:00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: NSG/BID/05/2021/2022		CLOSING DATE: 11 February 2022		CLOSING TIME: 11:00			
DESCRIPTION RFP: Supply, Installation, Support and Maintenance of a Training Management System for the National School of Government							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
National School of Government							
ZK Matthews Building							
20 Greef Street							
Sunnyside, PRETORIA							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Anet de Beer		CONTACT PERSON		Joseph George Marisa Labuschagne	
TELEPHONE NUMBER		n/a		TELEPHONE NUMBER		n/a	
FACSIMILE NUMBER		n/a		FACSIMILE NUMBER		n/a	
E-MAIL ADDRESS		Annetha.debeer@thensg.gov.za		E-MAIL ADDRESS		Joseph.george@thensg.gov.za Marisa.labuschagne@thensg.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE 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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE

(Professional Services)

NSG – TRAINING MANAGEMENT SYSTEMNAME OF BIDDER: BID NO.: **NSG/BID/05/2021/2022**

CLOSING TIME 11:00

CLOSING DATE 11 February 2022

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
		R.....	..... days
		R.....	..... days
		R.....	..... days
		R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....

TOTAL: R.....

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

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

The NSG:

A de Beer
Annetha.debeer@thensg.gov.za

Or for technical information –

Joseph George (IT Specialist)
Joseph.george@thensg.gov.za

Marisa Labuschagne (Project Specialist)
Marisa.labuschagne@thensg.gov.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document 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 with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 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.

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 Institution)

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

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.

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 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 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.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from 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.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than 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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or 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

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	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	<p>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).</p> <p>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.</p>

- 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.

Js General Conditions of Contract (revised July 2010)



school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE FOR THE SUPPLY, INSTALLATION, SUPPORT AND
MAINTENANCE OF AN TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL
SCHOOL OF GOVERNMENT**

NSG/BID/05/2021/2022

Date issued: 14 January 2022

Information Session: 21 January 2022 at 09:00

Closing date and time: 11 February 2022 at 11:00

Bid Validity Period: 120 Days

TENDER BOX ADDRESS:

ZK Matthews Building

20 Greef Street

Trevena / Sunnyside

Pretoria

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1. Background

- 1.1. The National School of Government (NSG) is a State capacity institution tasked to build public sector capacity to implement the South African Government's developmental agenda. The NSG aims to contribute towards establishing a capable, professional and responsive public service that is committed to the progressive realisation of human rights under a public administration dispensation that is governed by democratic values and principles of development. The NSG thus places itself at the forefront of learning and development to influence the levels of public service performance and delivery at the three spheres of Government.
- 1.2. The NSG is responsible for learning and development programmes in a uniform public sector with the objective of developing a professional, responsive and capable public sector, driven by the imperative of a developmental state. The NSG fulfils its mandate through the provision of relevant, quality education, training and development (ETD) that empowers all public servants and public sector officials to learn, grow and serve in support of Government's transformation agenda.
- 1.3. The main focus of the NSG is to build the capacity of the state across the Public Sector. In addition to its domestic obligations, the NSG also works with a network of similar institutions in Africa and around the world to promote democratic governance and development of the public sector on the African continent.
- 1.4. "Mastering execution diligence starts by the collective taking full responsibility..." (Ngcaweni, 2020). In a Rapidly changing world, the NSG is making great strides in repositioning the organisation for the successful implementation of its vision and a successful future. In the process of the implementation of the prescripts of the expanded mandate of education, training and development in three spheres of government, state owned entities and organs of state in support of the outcomes of priority 1 of MTSF and the professionalising of the South African public administration, the NSG directly provide or facilitate the delivery of training and professional opportunities and interventions, as well as influencing the content creation of public administration, quality of ETD, and understanding in the broader society & citizens. The NSG will refer public servants to alternative recognised providers where the NSG cannot offer a required ETD intervention.
- 1.5. The following quotation from the NSG Vision 2025

"In charting the path for the next five-year period, the National School of Government (NSG) undertook two planning workshops (and other internal consultative processes), which culminated in the articulation of a new vision, mission and the establishment of specific outcomes framework for the future. It is recognised that the strategy and related actions unfolded in a dynamic manner that will require changes to the operations and structural configuration of the institution. Continuity in existing operations requires that attention be focused on immediate outcomes, while at the same time ensuring that adjustments unfold so that the new orientation is reflected in the implementation activities. The new articulated orientation culminated in a value chain that guides delivery practice in the NSG, which incorporates the following elements: diagnostics, service offerings, enablement, delivery and

outcomes & impact. Key enablers to this delivery practice are: brand management, partnerships & collaboration, digital transformation, knowledge management, quality management and change management... Getting the delivery mechanism seamlessly functioning within the newly configured organisational structure would be key to success. The approach is that all delivery functions such as the design, development, review, refresh and delivery of learning opportunities, will be undertaken within the delivery bands – this must not clash with duties in the Registrar's Office... The head of the delivery band must also take accountability for quality of delivery – quality of facilitators, quality of materials, quality of the learning and learner experience, and quality of information management, while maintaining the highest appropriate compliance" (NSG, 2020:1)

- 1.6. As the NSG embarks on this new and exciting future, it is important to ensure that business process, records and back office support grows with and remains aligned or realign to the vision of the organisation. This requires not only a review of how we do business, but also requires an overall of our business systems. Automation and digitisation are of critical operational as well as strategic importance to manage work and resources, and create channels of access, communication and reporting for a number of stakeholders in the value chain of the Department. It is envisaged that the correct technology solutions will lead to improved productivity, the release of human resources from mundane and repetitive activities to be deployed elsewhere, and to limit the need for physical resources such as office and storage space, archives and printed documents and course material.
- 1.7. From the perspective of the needs, training delivery and learner management and administration, automation and digitisation involves provision of a current delivery system that equally supports clients, students, teaching staff and administrators. Such a solution must integrate with existing systems, be easy to deploy, be affordable, secure and flexible to respond the NSG specific requirements. A complete solution must provide for a paperless process and online document management while complying with the requirements of national and departmental policy frameworks, data security, information management as well as process management and workflow.
- 1.8. Any such solutions should, at the minimum:
 - 1.8.1. be a suitable and secure solution that is in compliance with ICT standards and legal frameworks of Government and the NSG;
 - 1.8.2. Integrate with existing NSG systems such as Moodle and PASTEL and interface with current applications that are for the purpose of administration of training delivery e.g. the current TMS.
 - 1.8.3. Provide a portal as a single point of access to activities involved in the administration and management of ETD in the NSG;
 - 1.8.4. Be web based, accessible by multiple user types and levels; and
 - 1.8.5. May be hosted in a private cloud.

- 1.9. These terms of reference contextualise and describes the requirements of the solution that is needed by the NSG to successfully, efficiently and effectively move from a mainly manual legacy business process and systems environment, to a relevant 21st century solution to support the NSG operations and learners.

2. Purpose and Objectives of The Bid

- 2.1. The purpose of this bid is to appoint a service provider(s) that will supply, install, customize, implement (to full production), support and maintain a modern and robust, highly interactive Training Management System for the National School of Government the details of which are captured in Table 1.
- 2.2. The appointed service provider(s) will form part of the existing partner base that support and maintain ICT systems and infrastructure at the NSG.

3. Scope of Work

- 3.1. The scope of work in this terms of reference includes the provision of an Education and Training Management System/Application to the NSG, and includes the licencing requirements for an enterprise solution for an organisation with the reach and size of the NSG (staff compliment of up to 250, decentralised access to the system by organisations and individuals, facilitators, assessors and others in addition to the employees of the NSG, the development of an online portal to provide an integrated access to all related systems, and the maintenance and support of the TMS for a period of 5 years.
- 3.2. The scope of work for each specific area is captured in Table 1.

Table 1: Scope of Services

Service/ product range - Name	Service/ product range - Description
TMS Open Source or Proprietary Training Management Application	<ul style="list-style-type: none"> a) Provision of the application and where applicable the source code for the application; Provision of licenses of an enterprise solution b) Installation of the application on a server as identified by the NSG. c) Training to super users of the system in all aspects of the system. d) Customising the core system to provide for the critical requirements if so agreed that are not provided for in a baseline solution; e) Implementation of the system (operationally across all areas of interface and integration), including the conversion of data from the current NSG database to the application database – data clean up and conversion testing.
Migration from TMS to new system	<ul style="list-style-type: none"> a) Migration of data from NSG TMS to the new platform. The current in house developed TMS resides on an SQL database. b) All data must be successfully migrated to the new database. c) Data quality and error checks to confirm full migration of data.

Service/ product range - Name	Service/ product range - Description
Provide single point of access to the TMS	<ul style="list-style-type: none"> a) Develop an online portal for access to NSG TMS and other core systems. b) This Portal should be integrated with the NSG website to provide a seamless online experience for all users including administrators, teachers, clients, students and others. c) The portal should serve as a single point of entry to any training management and support services provided albeit to clients, learners, administrators or ETD practitioners of the NSG.
Hosting of the NSG TMS and database	<ul style="list-style-type: none"> a) Providing private cloud hosting services for the system: <ul style="list-style-type: none"> i. In compliance with all Government Policies and legal frameworks; ii. Security management and governance; iii. Protection of personal information (POPI Act) iv. Providing secure 24/7/365 access to the platform and the system; v. Provide for the expansion of the database to support the extended mandate of the NSG; vi. Back up and disaster recovery conducted by the service provider. vii. Services will be managed by an SLA.
Support and Maintenance of the NSG TMS	<p>The provision of the technical and functional support required to maintain the business system to the NSG for a period of 5 years.</p> <ul style="list-style-type: none"> i. As this is the core business system of the NSG, turnaround times will be linked to the severity level of the call(s); ii. Services will be managed by an SLA.

3.3. The Provider will be appointed to provide all services pertaining to the TMS of the NSG as captured in Table 1.

4. Training Management System (TMS) Requirements

4.1. Overview

- 4.1.1. In the context of the NSG the term TMS is used as the umbrella term for the software and application(s) that are needed to provide an integrated training and learner management solution to the School. This solution should among others, provide a single repository for academic data that can be accessed by education and training management administrators, office managers, accountants, and executives, as well as clients and students. The TMS includes automation of processes such as admissions, enrolment, class scheduling, and should integrate with existing systems and accounting software to automate billing and manage tuition payments by organisations and individuals providing for multiple payment methods, as well as with classroom management, grade books and assessment results and reports. The TMS will provide access to all

functionalities via an NSG Online Services Portal, which will provide online access to a wide range of users for various uses and purposes.

- 4.1.2. The portal should be integrated with the NSG website, and provide access to the TMS and other related training management systems identified by the NSG in order to provide a seamless online experience for all users, among others, administrators, teaching staff, students, clients and NSG management.
- 4.1.3. Currently the NSG is relying on a legacy system (Training Management System (TMS)) as a platform to manage processes and records. As in the explanations to follow in par 2.2, this system is limited in functionalities and not suitable for the needs of automation and digitisation.

4.2. Current platforms and systems

4.2.1. The TMS

The TMS is an in house developed system that is currently deployed to manage the training management processes of the NSG, as well as some Learner Management activities and records. The TMS initially originated as a quotation system in 2006, evolving incrementally to provide for business processes and activities in the delivery process. The underlying data structure of the application have become convoluted and cumbersome, exposing risk to data integrity. Because of the incremental development of the system, without a clear and comprehensive definition and requirement, the technology is outdated, the functionalities are inadequate for the current needs of the NSG. The design is not flexible enough to retain as a basis for new needs. TMS can run only through the NSG local area network and virtual private network, which means it is not possible to decentralize much of the responsibility for capturing data to clients, service providers, and learners.

The TMS uses MS SQL (System Query Language) database (SQL Server 2012) for processing and storage of learner records. Graphic User Interface for the system was developed on MS Access 2010 and web –interface. Application is written in visual basic (VB Script) and runs on SQL platform.

This system holds the central database of training and learner records from 2006. The TMS as defined in this ToR will replace the TMS as the core management and administration system for ETD delivery and student management in the NSG, and it is envisaged that the TMS will greatly improve the reach and support of technology in the training and learner management processes of the NSG.

4.2.2. The TMS Report Manager

All TMS reports are developed on the TMS report manager. The solution is built in Crystal Reports. It is envisaged that **the TMS report manager will be replaced with the reviewed reports generated in the new TMS** as described in this ToR. **Operational reports must be available or developed in the TMS to maintain**

reporting standards and requirements. Further reporting requirements are catered for in the QlikView reporting system of the NSG.

4.2.3. The QlikView Reporting System

QlikView is the central reporting tool of the NSG. All management reporting and statistics are accessed through the QlikView reporting tool. For training specific reports, QlikView accesses the data of the TMS central database to report. Synchronisation of QlikView with TMS data happens continuously. **The QlikView Reporting systems remains the primary reporting system of the NSG and it will be required that the new TMS database be accessible and integrate with QlikView to provide central reports.**

4.2.4. The SAGE Pastel Debtors Management System

The Sage Pastel System is deployed as the debtor's management system of the NSG. The system functions independent from the TMS, but as mentioned, the TMS is the central database for training and learner records. To close the loop key financial data is synchronised to the TMS continuously to provide for a single view. **It is not envisaged that Pastel will be replaced, and thus any solution should integrate fully with the Pastel platform, and provide similar and improved synchronisation and integration with business systems, processes and records.**

4.2.5. The Moodle online learning platform

The NSG uses Moodle as the online learning management system. The data in Moodle is learner specific. Moodle at the NSG provides for facilitated learning interventions, self-paced learning interventions, student and facilitator interaction, submission and assessment of learner evidence, as well as communities of practice in specific fields. **It is not envisaged that Moodle will be replaced, and thus any solution should integrate fully with the Moodle platform, and make allowance for the extension of the use and functionality of the Moodle platform as may be required from time to time.**

4.2.6. The NSG contact centre solution

The contact centre system is a third-party system which only caters for student queries, quotation requests, and booking of courses. This process is manually intensive and has limitations to its automation. **It is envisaged that the contact centre systems will be replaced or enhanced to provide for a digitised client interface, part of or fully integrated with the new TMS.**

4.2.7. Transversal Systems: BAS, PERSAL, LOGIS

The NSG is a Schedule 1 National Government Department. The transversal systems deployed are BAS, PERSAL and LOGIS. These systems are at the core of the corporate and financial management activities of the NSG.

It is not envisaged that any transversal systems will be replaced, and thus any solution must comply with national legal frameworks and requirements, and integrate with these systems as needed.

4.3. New Application Requirements

4.3.1. Principles

- 4.3.1.1. The NSG needs administration and management systems that are current, accessible, scalable, easy to use and cost effective. Any solution should meet at least 80% of the requirements before customisation.
- 4.3.1.2. Any solution should comprise of the core modules and functions required to support administration and management and automate most or all activities of the NSG value chain described in Table 2.

Table 2: Automation and support to the NSG value chain

Value chain item	Value Chain Activities	Context of System/ Application Support
ETD content creation	ETD Response package (Courses, programmes, workshops training tools etc.)	Repository of electronic course material and training tools. Automated distribution of course material and tools to students, and teaching staff per schedule. Version Control of all material in the repository.
Service offerings	Training Interventions, Education Intervention Capacity, Development Interventions, Institutional Interventions Special events and masterclasses in various delivery formats (face to face, online, virtual/remote, blended)	Access control and audit trails. Data tables/repositories and functionality needed to manage resources and deliver intervention on multiple platforms (eLearning, Face to Face, Virtual), including trainers, venues, special requirements, contracts, schedules of training and deployment records. An annual training plan or calendar that provides for the allocation and deployment of resources such as trainers, venues, etc. The system should provide for the management of these resources and maintain records and reports of use/deployment as well as availability. The system should provide for automated communication (email/SMS/WhatsApp) when resources are allocated and/or deployed.
Enablement and engagement	Market Size and Spread Modalities of Reach Technology and Infrastructure	Reporting and intelligence on markets and opportunities based on available data. Integrate with Moodle, PASTEL and other NSG systems to enable "access from anywhere" Automate and digitise records and engagements including special contracts, payments and use/deployment.

Value chain item	Value Chain Activities	Context of System/ Application Support
	Partnerships	Central database of partnerships, linked to offerings, contract periods, costs etc. These partnerships include but is not limited to providers of services and funds, contracted specialists and experts, and any other education and training individual or entity that the NSG may partner with from time to time.
Delivery	Delivery Plan Scheduling and Registration Resource Deployment	Online registration, application, admission and scheduling; training calendar; digital attendance records; deployments and coordination, automated assessment and certification; records and document management; integrated workflow with all linked work activities such as Finance and eLearning. Providing for paperless record keeping and workflow to manage approval and communication processes. Mobile access (Apps) for students, administrators and teaching staff.
Outcomes and impact	Quality Monitoring and Evaluation of Learning and Development Interventions	Automated and fully digitised monitoring and evaluation systems (development of instruments, administration of instruments, allocation of data sets for capturing and or analysis of data, generation of reports (including statistical representations of data), feedback to stakeholders. Linking to the online registrations, training calendar, attendance records, updates on the success rate of portfolios of evidence/assignments/examinations and tests submitted, number of competent participants per accredited training programme, enable the running of data queries (various permutations of variables), uploading/capturing of evaluation data – linking to the relevant programme that was trained; sending of automatic reminders to complete the surveys after a training intervention, the generation of a certificate of attendance once the survey has been completed, mobile access for questionnaires; reports and information.

4.3.1.3. The terms online, automate, paperless and ease of use are key words to describe a new business solution.

4.3.2. TMS functionality

4.3.2.1. The solution required must respond to the business needs, functions and rules of the NSG. These requirements must provide for at least the following:

- i. A web-based, fully automated digitised workflow and electronic document management with integration into all relevant systems and processes.

- ii. The system must support all business processes of the NSG, including curriculum and course content, detailing learning outcomes, price, duration, mode of delivery, offering institution, and any other information a prospective client or student will require to make a decision to apply to attend training at the NSG.
- iii. The system must provide for an annual or a bi-annual training calendar informed by registrations and providing for a catalogue of a wide range of education, training and professional development opportunities.
- iv. The system must provide for online applications and registration by students and coordinators, and include functionality for the School to process, select, admit, and register students online.
- v. Registrations must be supported by providing a payment portal and integrating with the NSG debtor's system – PASTEL. The processes supported by the system must include the required controls and communication to students and administrators.
- vi. The systems must provide a comprehensive learner record for students and public sector employees to record and report on personal information required to manage the development and career path of such an employee. Where required the system must be set up to integrate with or import data from other sources. Data quality is a prerequisite, and requires verification and validation of South African Identity Numbers. An added advantage will be a link with the PERSAL system data as this is the primary salary system in the sector, to verify salary numbers and limit duplicate effort to create learner profiles on the EMS.
- vii. The system must provide for online engagement with clients (individuals, national, provincial, local and sector departments), automated communication, making provision for quotations, bookings, invoicing and payment processes of the State. The system must have the functionality to manage a calendar and the coordination and resource allocation and deployment required by the NSG. It must provide for records of attendance (electronic/ digital collection of data in the classroom, and interfaced records from Moodle and other virtual classrooms such as Zoom or Teams, electronic document management and distribution – including integration with Moodle for electronic distribution of Learning material, and communication (email, SMS etc.).
- viii. The system must provide for managing the learner from application to certification, and must allow for online submission of assignments, assessment and moderation and communication between assessor, moderator, student and administrator is a minimum requirement. The system must allow for all records required by the National Learner

Records Database, and must be able to interface with the management information systems such as Incidium of all NSG quality partners or export relevant learner completion records to quality councils and assessment partners. The system must allow for electronic issue and distribution of certificates. Certificates are required to have a unique QR code that will serve to verify the validity of the certificate by linking to a central database.

- ix. The system must provide for the management of contracted service providers which will include the processing of payment requests to finance for payment of service providers as determined by NSG policy and practice.
- x. The system should provide monitoring and evaluation (M&E) facilities, completion of Reaction Evaluation Questionnaires by learners on mobile devices or computers, including capture of relevant M&E data, automated reports and extracts of selected/optional data.
- xi. The system should generate a wide range of data analytics, dashboards, and reports to different classes of users.
- xii. Workflow automation will maximise efficiencies and control and, by providing the relevant delegations, business rules and outcomes, tasks should be routed allowing for electronic approvals to be integrated in document management and records maintained by the system.
- xiii. The system must be able to facilitate automated migration and importing of key data from external systems and to enable seamless integration with other NSG delivery systems. The system should be web-enabled in all aspects of its operation, to facilitate access as appropriate by different users (internal and external to the NSG) and manage these users in accordance with an approved security structure, authentication and security systems to control levels of access for different types of users and data must be secure at all times. Full audit trails should be available on all records and updates allowing access to audit trails in an easily accessible format. A user-friendly and quick and easy access to system functions for both NSG, personnel, other providers, and public sector employees will be a first prize solution.
- xiv. Any proposal of a system or application must provide for customising of the solution to fit the needs of the NSG. It is a prerequisite that the system be customised to reflect the NSG brand in pages, functions and templates. The system must integrate with, or provide access to, all systems and applications relevant to training and learner management, quotations and invoicing and others, through a single portal on the NSG web.

4.3.2.2. Minimum specifications are captured in Table 3.

Table 3: Functional descriptions and minimum data/ process requirements

Functions	Functional descriptions	Data requirements *if empty there is no minimum requirement specified
Core Functions		
Students	Comprehensive records of student's personal information and teaching and training records as required by the SAQA Act and the National Learner Records Database. Compliance with legislation (e.g. POPI Act) emergency contacts, class history, performance reporting, contact information and photo id, e-mail and name, address records, contacts information.	Minimum student record requirements POPI Act compliant - Annexure A: QCTO learner record upload guideline -Verification of ID numbers
Faculty	Comprehensive records of trainers and teaching staff, deployment schedules, expense records and others.	Records of claims and payments in line with PFMA
Qualifications, programmes and courses	Full database of NSG offerings.	Minimum field requirements: - Annexure B – records in the Course Matrix
Application, registration and enrolment	Provide an online process and records of application, registration and enrolment to a training calendar and class schedules. Online enquiries "status" as well as built in communication process. Students can register for classes through the NSG Website, by individual course or programme multiple courses or programmes using the web portal. Automatically provide a proforma quotation and integrate with the PASTEL system to automatically issue an invoice for fees and services at the time of registration, invoice different fees by registration type as determined by NSG processes and PASTEL. Track records for follow up: dropped registration and preregistrations by class.	Records of individual applications per class, course, client, status Waiting List and overflow: Automatically created wait lists for classes with maximum number of registrants. Automatic notification via e-mail or mail of wait listing or registration to specified users.
Examinations and Assessment	Online submissions of assignments, online examinations, examination records including academic history and results. Continuously updated information on attendance, attendance percent, and exam point percentage, grades, GPA, hours and credits earned.	Data must be stored in such a way that it can be accessed per individual student, per class or per organisation/client
Financial services including quotations, online payments, invoicing records	Online portal to automate quotations, provide for online payments and bookings to a suite of pre-determined programmes. Must be accessible to individuals and	Must comply with PFMA and NSG policies Must integrate with the NSG Debtors System (PASTEL) Annexure C PFMA Annexure D NSG ETD policies

Functions	Functional descriptions	Data requirements *if empty there is no minimum requirement specified
	organisations across the Public Sector. Multiple payments to be provided for.	Annexure E NSG Debtors Policy
Classroom Management and Attendance	Access to digital attendance records captured in class. Examples may be a scanning APP, or other digital mechanisms relevant to the classroom. Class lists, Schedule detail (Venue, Trainer, etc)	Annexure F minimum fields required in attendance records Security feature to minimise fraudulent records
Calendar and resource scheduling	Provide for an annual or bi-annual training calendar	Annexure G – Minimum information requirements Online access Linked to application and/or registration process Class record controls and scheduling, which grade policy is used, how exams/ assessments are scheduled, whether web registration is allowed, and assigns academic content. Delivery method indicator: virtual learning, classroom delivery, on-line or mixed method.
Library of training material and resources	Database of all learning material and resources per programme. Version control. Access Control. Release of material per programme. Integration with Moodle. Document security to manage copyrights	
Dashboards	Management reports and dashboards on active training courses, progress against the calendar, certification, assessment etc.	Customizable Forms/templates: transcripts, grade reports, progress reports, welcome letters, registration letter and grade awards
Reporting	Operational reporting as may be standard to the tool	Integration with QlikView must be possible as this is the main Reporting system of the NSG.
Mobile Application	A mobile APP to support students, clients, teachers, administrators. Access to attendance records/registers	
ERP Functions		
Clients	Complete client records. These clients can be individuals or companies that the NSG serves and who can make bookings and payments and procure services from the NSG. This is needed to ensure that the TMS provides for a link with e.g. PERSAL data to access information already available to the NSG. It is proposed that the par be retained.	Annexure H – Minimum records required in the client data table

Functions	Functional descriptions	Data requirements *if empty there is no minimum requirement specified
Accounting records	All accounting records must be available in the central database: debtors, cost of sales, course prices and others. Invoice records (invoice date, invoice number, invoice amount) for class registration fees, tuition contracts, tutoring/coaching sessions and other records of income and expenditure as identified and obtain form the NSG accounting system(s) such as PASTEL.	Annexure C PFMA
Sales	Facilitate sales – Access to BI reporting web based/app decentralised access	
Stock management of physical resources	The system should provide for stock control of physical training resources such as training material, training tools etc.	
CRM	Contact Centre Call Logging; AI response to standard information requests and queries, 2 nd line support referral.	
E-mail Integration	The system must integrate with the existing email systems of the NSG.	Outlook and Mimecast, Office 365
Access control	The system should provide for access to users with different profiles, roles and levels of access.	Compliance with NSG Minimum Security Standards (Annexure I)
Communication functions		
Surveys and responses	The system must cater for feedback per student per class attended for monitoring purposes. Specific templates for specific courses/ types or interventions	Annexure J - M&E Requirements
News Portal	Communicate important information to students, participants, clients and staff - push notifications for important news	On the web: complete snapshot of a Student's performance, including attendance, grades, calendar and previous classes. Shows invoicing and allows payment and registration for new classes. Access control required.
General communication	Bulk email/SMS. Send messages individually or simultaneously to many students/teaching staff administrators etc. Records of communications with Students (manual or auto), Send reports, schedules, grades, notices etc. email/SMS/App	Send customized packets of information when selected events such as becoming a new student or registering for classes, results etc. Track student activity on Moodle and provide appropriate responses/communication to students and teaching staff i.e. inactivity on the Platform.
Sales and marketing	Push messages to identified/selected students and clients Searchable course catalogue of classes currently accepting registration. Separate portal for allowing both students and non-students to register for classes. This portal does should not require login to NSG	Communication content and standards per message Web site security per Government and NSG Policy

Functions	Functional descriptions	Data requirements *If empty there is no minimum requirement specified
	systems before use. Differentiate between existing and new students – new students should automatically add a new student record.	
Other requirements		
Integration with Moodle	Full integration with Moodle is a non-negotiable requirement. . Students and classes should be added to Moodle creating groups and student list. All information from Moodle should also update to the central Database / TMS including attendance, grades etc.	
Integrate with PASTEL	The PASTEL system performs critical functionality for the NSG and it is not the intention of the NSG to replace the PASTEL system. As such, full integration with the PASTEL system is required. This means that when online registration is processed, the automation of invoicing activities is required, on-going integration of information and records between PASTEL and the central database, including payment status, invoice numbers among others.	
Integration with other Applications	The NSG uses Microsoft Products and the system must be able to export and import information, forms or templates from at minimum MS Excel and MS Word. The system must allow for integration with core systems and platforms of the NSG including QlikView as reporting system and all Contact Centre systems of the NSG.	
Documentation	It is expected that the Service Provider will provide comprehensive documentation of the solution(s) provided including but not limited to Functional Descriptions, User Guides and Training Material, Technical Specifications.	

5. General

- 5.1. The bidder shall provide evidence (CVs and contracts) of suitably qualified and experienced ICT specialists that will support the product and services that the bidder intends to provide to the NSG as part of the Bid.
- 5.2. The bidder shall provide evidence and letters of reference of their track record in Applications Deployment, Management, Maintenance and Development preferably in a learning and professional development service environment.
- 5.3. The successful service provider will work under the supervision of NSG delegated officials, and will be expected to be on-site, and provide on-site support for at least the first 2 months after the application is implemented (5 days of the week – 4 hours per day).

- 5.4. The appointed service provider shall be subjected to signing of a “Declaration of Secrecy” prior to the commencement of the contract.
- 5.5. No information concerning the state's activities may be furnished to the public or media by the service provider or any of his/her employees.
- 5.6. Solution deployment should not interfere with the normal operation of the NSG, unless specifically scheduled.
- 5.7. Arrangements should be made for after hours or over weekends for work that will interfere/interrupt with normal ICT operations for extended periods.
- 5.8. The Department retains the right to evaluate the services rendered by the service provider together with its sub-contractors at any time, in order to ensure service alignment with the conditions of the contract.

6. Duration of The Contract

- 6.1. The successful bidder(s) will be appointed for a maximum period of five (5) years from date of appointment, dependant on the requirements of the service or product that the bidder is appointed for.

7. Legislative and Regulatory Framework

- 7.1. All ICT security and related governance protocols, as they apply to the National School of Government and the Public Sector as a whole, must be complied with in the provision of solutions and services.

8. Damage Compensation/Indemnity

- 8.1. The service provider will be held responsible for any damages, due to negligence, or theft, by their employees, in the normal execution of their duties or otherwise and indemnifies the NSG against any resultant claims.

9. Access to The NSG Premises

- 9.1. The service provider personnel shall be provided controlled access to the building in terms of its contract during normal office hours and to comply with NSG access procedures.
- 9.2. The service provider must take responsibility to inform the NSG to deactivate such access where employee is no longer in the service of the service provider or at the expiry of the contract.
- 9.3. Any employee of the Service Provider must comply with NSG policies and procedures in relation to employee Security, Conduct and Health and Safety.

10. Contract Value

- 10.1. The value of the contract(s) will be determined by the Bids submitted and the service or product that the bidder is appointed for.

11. Evaluation of Bids

- 11.1. Bids will be evaluated in terms of the Preferential Procurement Policy Framework Act of 2000 (PPPFA) and its Regulations, which stipulate an 80/20 preference point split for the requirements exceeding Million. Full details on the evaluation criteria are included in the Special Conditions of Contract (SCC) (**Annexure K**).

12. Right to not allocate a contract for services

- 12.1. The NSG has the right to:
- 12.1.1. not allocate the contract(s) for a service or services or any part thereof to any bidder;
 - 12.1.2. allocate contracts to more than one bidder for specific services or parts of services as reflected in Table 1; and
 - 12.1.3. withdraw the bid at any time after publishing of the Tender with no cost or liability to the NSG.

13. Attendance of an information session

- 13.1. All bidders are required to attend a mandatory information session as per the special conditions of contract.
- 13.2. Any bid received from a potential provider who did not attend the information session will automatically be disqualified.

14. Validity Period of Bids

- 14.1. All bids submitted must be valid for a period of 120 days after the closing date.

15. Approval

- 15.1. Approval Terms of Reference for the supply, installation, hosting, support and maintenance of a Training Management System for the national school of government:

Principal

Date

10. Contract Value

- 10.1. The value of the contract(s) will be determined by the Bids submitted and the service or product that the bidder is appointed for.

11. Evaluation of Bids

- 11.1. Bids will be evaluated in terms of the Preferential Procurement Policy Framework Act of 2000 (PPPFA) and its Regulations, which stipulate an 80/20 preference point split for the requirements exceeding Million. Full details on the evaluation criteria are included in the Special Conditions of Contract (SCC) (Annexure K).

12. Right to not allocate a contract for services

- 12.1. The NSG has the right to:
- 12.1.1. not allocate the contract(s) for a service or services or any part thereof to any bidder;
 - 12.1.2. allocate contracts to more than one bidder for specific services or parts of services as reflected in Table 1; and
 - 12.1.3. withdraw the bid at any time after publishing of the Tender with no cost or liability to the NSG.

13. Attendance of an information session


- 13.1. All bidders are required to attend a mandatory information session as per the special conditions of contract.
- 13.2. Any bid received from a potential provider who did not attend the information session will automatically be disqualified.

14. Validity Period of Bids

- 14.1. All bids submitted must be valid for a period of 120 days after the closing date.

15. Approval

- 15.1. Approval Terms of Reference for the supply, installation, hosting, support and maintenance of a Training Management System for the national school of government:


Principal

2022-01-13

Date

ANNEXURE A

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS



DATA LOAD SPECIFICATIONS FOR AQPs AND SDPs

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VERSION CONTROL

POLICY NAME	DATA LOAD SPECIFICATIONS FOR AQPs & SDPs
RESPONSIBLE ENTITY	version 1.4 QCTO
DEVELOPED	April 2017
DATE APPROVED	10 May 2017
EFFECTIVE DATE	6 November 2019

Version 1.4 – Update on the data load file length – File 04
Update in file 03 – EISA components

APPROVED BY:



Chief Director : Occupational
Qualifications Management

Name: Mr Thomas Lata



Date: 2017 05 05



Chief Director : Occupational
Quality Assurance

Name: Mr Vijayen Naidoo

Date: 2017-05-08



Chief Executive Officer (Acting)
on recommendation of the afore-signing
Chief Directors

Name: Ms Ndivhudzannyi
Madilonga-Khondowe

Date: 10 05 2017

QCTO MIS System Upload Specifications for:

Skills Development Providers – Learner basic information
Skills Development Providers – Modular upload
Assessment Quality Partners - External Integrated Summative Assessment outcome

1 OVERVIEW

The information contained in this document has the objective of allowing those data suppliers in need of submitting learner data to the QCTO MIS system. In doing so, the provider will be able to supply the QCTO with the electronic information as far as the following key record sets are concerned:

- a) Learner basic information
- b) Learner Qualification Information & Achievement Status (Knowledge, Practical Skills and Work Experience)
- c) Learner Qualification Achievement Status: External Integrated Summative Assessment

It is however of the utmost importance that the criteria contained in this document is followed to the letter, as the criteria described here is applied during the upload and importing process at QCTO MIS level. By not complying 100% with the criteria listed in this document will result in your upload not being processed, therefore resulting in a rejection of your upload accordingly.

It must further be understood that it is not the responsibility of the QCTO to fix any data on the behalf of the data supplier in trying to process an upload. This would be in direct breach of the mandate the QCTO is playing in the process.

It must further be understood that by making use of the electronic upload process, the data supplier need to, prior the upload, have received and apply the following in the upload file:

Its **accreditation/approval status as a SDP, Assessment Centre and Assessment Partner** with the key focus on:

- a) The overall accreditation period being a SDP and or Assessment Centre. (accreditation start and end date)
- b) The overall approval period being an Assessment Partner.
- c) The actual focuses of accreditation (for what the SDP and assessment centre being accredited for), inclusive of the actual accreditation start and end date for each of the qualification/s the SDP and or assessment centre might be accredited for.

2 GENERAL FILE SPECIFICATIONS

The following files need to meet the mentioned naming convention before supplied to the QCTO:

2.1 Learner Information (File 01 – Learner Biographical Details)

a) All related data that needs to be supplied under **File 01**

b) File naming convention:

i) QCTO01-XXXXXXXXXXXXXXXXXXXXXyyyymmdd.txt

ii) **QCTO01**-XXXXXXXXXXXXXXXXXXXXXyyyymmdd.txt

The first 6 digits indicate the type (Learner biographical information in this case)

iii) QCTO01-XXXXXXXXXXXXXXXXXXXXXyyyymmdd.txt

The next 20 characters indicate the SDP code for SDPs. The maximum allowed characters are 20. The code could be less than 20 but must not exceed 20 characters. **Where the AQP or ASC compiles the file (RPL process) then the SDP code is replaced by the AQP or ASC code.**

iv) QCTO01-XXXXXXXXXXXXXXXXXXXXX**yyyymmdd**.txt

The next 8 digits indicate the actual date the file was created.

v) QCTO01-XXXXXXXXXXXXXXXXXXXXXyyyymmdd.**txt**

The last three digits indicate the file type. Note that only fixed width text files will be allowed.

2.2 Learner Qualification Achievement Status (Knowledge, Practical and Work Experience)

(File 01 – Learner Qualification and Modular Information)

c) All related data that needs to be supplied under **File 02**

d) File naming convention:

i) QCTO02-XXXXXXXXXXXXXXXXXXXXXyyyymmdd.txt

ii) **QCTO02**-XXXXXXXXXXXXXXXXXXXXXyyyymmdd.txt

The first 6 digits indicate the type (Learner qualification linkage in this case)

iii) QCTO02-XXXXXXXXXXXXXXXXXXXXX**yyyymmdd**.txt

The next 20 characters indicate the SDP code for SDPs. The maximum allowed characters are 20. The code could be less than 20 but must not exceed 20 characters. **Where the AQP or ASC compiles the file (RPL process) then the SDP code is replaced by the AQP or ASC code.**

- iv) QCTO02-XXXXXXXXXXXXXXXXXXXXXyyymmdd.txt

The next 8 digits indicate the actual date the file was created.

- v) QCTO02-XXXXXXXXXXXXXXXXXXXXXyyymmdd.txt
The last three digits indicate the file type. Note that only fixed width text files will be allowed.

2.3 Learner Qualification Achievement Status (EISA) (File 03 – Learner Assessment (EISA) details)

- a) All related data that needs to be supplied under **File 03**

- b) File naming convention:

- i) QCTO03-XXXXXXXXXXXXXXXXXXXXXyyymmdd.txt

- ii) **QCTO03**-XXXXXXXXXXXXXXXXXXXXXyyymmdd.txt

The first 6 digits indicate the type (Learner qualification linkage in this case)

- iii) QCTO03-XXXXXXXXXXXXXXyyymmdd.txt

The next 20 characters indicate Assessment Partner codes for Assessment Partner's. The maximum allowed characters are 20. The code could be less than 20 but must not exceed 20 characters.

- iv) QCTO03-XXXXXXXXXXXXXXXXXXXXXyyymmdd.txt

The next 8 digits indicate the actual date the file was created.

- v) QCTO03-XXXXXXXXXXXXXXXXXXXXXyyymmdd.txt

The last three digits indicate the file type. Note that only fixed width text files will be allowed.

QCTO file 4 layout - ASSP04- XXXXXXXXXXXXXXXXXXXXXXXXyyymmdd.txt is attached as Annexure A

(File 04 – Information file to Assessment Partner)

3 TRANSMISSION OPTIONS

- a) Method 1:

- i) All the files must be supplied via an E-Mail attachment to QCTO email address: dataloads@qcto.org.za

b) Method 2 – only for large file sizes:

- i) If the combined sizes of the files are larger than 10 MB it is advisable to send it as Media like a CD and not via E-Mail.

4 FILE LAYOUTS

All files transmitted to the QCTO MIS System must be fixed width text files.

Fields must be delimited by size – i.e. the position of the field within the file must be used to map the value to the database column.

Each file must be terminated by a carriage return.

5 SYMBOL CLASSIFICATION

You will observe the following symbols within the “Require” column in the tables to follow.

Criteria	Explanation
Conditional	Conditional requirement in field
Conditional – Assessment Partner	Conditional requirement in field to be supplied only by the Assessment Partner
Yes - SDP	Required field when SDP supply data (Data must be provided)
Yes - Assessment Partner	Required field when ASSESSMENT PARTNER supply data (Data must be provided)
No	Not required field (Field may be left blank)

6 ACRONYMS

CD	Compact Disc
EISA	External Integrated Summative Assessment
FAL	First Additional Language
FLC	Foundational Learning Competence
HL	Home Language
ID	National Identity Document
MIS	Management Information System

NCV	National Certificate (Vocational)
NLRD	National Learners' Records Database
NQF	National Qualifications Framework
NSC	National Senior Certificate
OFO	Organising Framework for Occupations
OQSF	Occupational Qualifications Sub-Framework
POPI Act	Protection of Personal Information Act
QAP	Quality Assurance Partner
QAS	Qualification Assessment Specification
QCTO	Quality Council for Trades and Occupations
RPL	Recognition of Prior Learning
RSA	Republic of South Africa
SAQA	South African Qualifications Authority
SC	Senior Certificate
SDP	Skills Development Provider
STATSSA	Statistics South Africa

7 CLARIFICATION

Module	refers to the Knowledge, Practical Skills and Work Experience modules in an occupational qualification
EISA Component Number	refers to the EISA theory, practical or portfolio component as appropriate in the assessment.
	It should be noted that occupational qualifications where External Summative assessment is a trade test, component refers to the tasks completed in the EISA

8 FILE UPLOAD SEQUENCE

The following sequence needs to be adhered to during your uploads to the QCTO MIS system

8.1 Upload Learner achievement – Qualifications

The following files need to be supplied as a batch before any data verification will be conducted

When a SDP supply their files, the following applies:

- a) Learner information (**QCT001**-xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxyyyymmdd.txt)
- b) Learner qualification achievement status (Knowledge, Practical, Work Experience) (**QCT002**-xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxyyyymmdd.txt)

Important notice:

- a) For each learner supplied in file 01, an associated learner record needs to be supplied in file 02.
 - i) A mismatch will discard the upload
- b) For each learner qualification achievement supplied in file 02, an associated learner record needs to be supplied in file 01.
 - i) A mismatch will discard the upload
- c) A learner must be recorded only once in file 01, even if that learner is linked to more than one qualification in file 02.
 - i) A duplicate learner record in file 01 will result in the upload being discarded
- d) Any duplication of learner qualification linkage in file 02 will result in the upload being discarded. Duplication here refers to one learner linked to the self-same qualification more than once.

When an AQP supply their files, the following applies:

Learner qualification achievement status - EISA (QCT003-xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.txt)

- a) Learner qualification achievement status - EISA (QCTO03-xxxxxxxxxxxxxxx.txt)
- b) Each learner in File 04 must be referenced in File 03 from the AQP
- c) The AQP may not include additional learners in their file 03 which they have not received in file 04

Important notice:

1. For each learner qualification achievement supplied to the AQP in file 04, an associated learner record needs to be supplied in file 03.

9 LEARNER INFORMATION

9.1 FORMAT IDENTIFIER - 01

QCT001-XXXXXXXXXXXXXXXXXXXXXXXyyyymmdd.txt

Please note:

1. A duplication of a learner record in file 01 will discard the upload.

Field Name	Type	Size	Position	Require
SDP Code	TEXT	20	1	Yes – SDP
<p><u>Conditions for compliance</u></p> <p>Each record will be associated with a SDP code. The first character of the data value must be a valid, non-space character Where RPL for compliance with SOR and for readiness to EISA is done by the Assessment Partner then the Assessment Partner code is used in the SDP code field.</p> <p>The upload will be discarded if:</p> <ol style="list-style-type: none"> 1. no SDP code is supplied 2. the SDP code supplied does not match the SDP code on the QCTO MIS system 				

Field Name	Type	Size	Position	Require
National Id	Text	15	21	Yes - SDP

	<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. Either this field or the Learner Alternate ID- field must contain a value. 2. The first character of the data value must be a valid, non-space character 3. The data supplied must contain numerical values only. 4. The data value must have a length of exactly 13 characters. 5. The data value may not contain four consecutive zeros from characters 7 to 10. 6. The data value may not contain four consecutive zeros from characters 1 to 4. 7. If the data value has four consecutive zeros from characters 7 to 10 then a Learner Alternate ID-value must be provided. 8. The field may not contain data strings like 11111111111111 or 22222222222222 or 33333333333333 or 44444444444444 or 55555555555555 or 66666666666666 or 77777777777777 or 88888888888888 or 99999999999999. 	
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Field Name	Type	Size	Position	Require
Learner Alternate ID	TEXT	20	36	Yes - SDP
	<p><u>Conditions for compliance</u></p> <p>If a National ID is not available, the provider must provide an Alternate ID such as a passport number which, together with the Learner Last Name will form the unique identifier.</p> <ol style="list-style-type: none"> 1. Either this field or the National ID field must contain a value. 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed. Please refer to these at the back of this document. Any deviation from this will result in the upload being discarded. 4. Please note: The alternate ID-type supplied codes are case sensitive and need to be in the exact format as supplied in the list. 5. Where alternate ID changes to National ID then alternate ID field should contain data as initially entered and Alternate ID Type should reflect code 570 			

Field Name	Type	Size	Position	Require
Alternative Id Type	NUMBER	3	56	Yes – SDP
Allowed codes 527 = Passport Number or Foreign ID Number 533 = None 565 = Refugee Number 538 = Work Permit Number 540 = Birth Certificate number 570 = Change from Alternate ID to National ID				
Conditions for compliance 1. The first character of the data value must be a valid, non-space character 2. If the National ID field contains data and the Learner Alternate ID is blank, then the Alternate ID Type field must only reflect code 533. 3. If the National ID field is blank and the Learner Alternate ID contains data, then 533 is not allowed.				

Field Name	Type	Size	Position	Require
Equity Code	TEXT	10	59	Yes – SDP
Allowed codes BA = Black African BC = Coloured BI = Indian/Asian Oth = Other U = Unknown Wh = White				
Conditions for compliance 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed. 4. Please note: The supplied codes are case sensitive and need to be in the exact format as indicated.				

Field Name	Type	Size	Position	Require
Nationality Code	TEXT	3	69	Yes – SDP

Allowed codes		Conditions for compliance		
U	= Unspecified	<ol style="list-style-type: none"> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed. Any deviation from this will result in the upload being discarded. 		
SA	= South Africa			
SDC	= SADC except SA (i.e. NAM to ZAI)			
NAM	= Namibia			
BOT	= Botswana			
ZIM	= Zimbabwe			
ANG	= Angola			
MOZ	= Mozambique			
LES	= Lesotho			
SWA	= Swaziland			
MAL	= Malawi			
ZAM	= Zambia			
MAU	= Mauritius			
TAN	= Tanzania			
SEY	= Seychelles			
ZAI	= Zaire			
ROA	= Rest of Africa			
EUR	= European countries			
AIS	= Asian countries			
NOR	= North American countries			
SOU	= Central and South American countries			
AUS	= Australia Oceania countries			
OOC	= Other and rest of Oceania			
NOT	= N/A: Institution			
Field Name	Type	Size	Position	Require
Home Language Code	TEXT	10	72	Yes – SDP

<u>Allowed codes</u>	<u>Conditions for compliance</u>
<p>Eng = English</p> <p>Afr = Afrikaans</p> <p>Oth = Other</p> <p>SASL = South African Sign Language</p> <p>Sep = sePedi [also known as Northern Sotho / Sesotho sa Lebowa]</p> <p>Ses = seSotho</p> <p>Set = seTswana</p> <p>Swa = siSwati</p> <p>Tsh = tshiVenda</p> <p>Xho = isiXhosa</p> <p>Xit = xiTsonga</p> <p>Zul = isiZulu</p> <p>Nde = isiNdebele</p>	<ol style="list-style-type: none"> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character. 3. Only valid code indicators will be allowed. 4. Please note: The supplied codes are case sensitive and need to be in the exact format supplied

Field Name	Type	Size	Position	Require
Gender Code	TEXT	1	82	Yes – SDP
<u>Allowed codes</u>				
<ol style="list-style-type: none"> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. The Gender code must meet the gender indicator defined in the National ID number. A male ID number and Female gender code indicator, and versa visa, will result in an upload being discarded. 4. Only valid code indicators will be allowed. 5. Please note: The supplied codes are case sensitive and need to be in the exact format supplied. 				

Field Name	Type	Size	Position	Require
Citizen Resident Status Code	TEXT	10	83	Yes – SDP

<u>Allowed codes</u>	<u>Conditions for compliance</u>
SA = South Africa O = Other D = Dual (SA plus other) PR = Permanent Resident U = Unknown	<ol style="list-style-type: none">1. This field must contain data2. The first character of the data value must be a valid, non-space character3. Only valid code indicators will be allowed.4. Please note: The supplied codes are case sensitive and need to be in the exact format supplied.

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Socioeconomic Status Code	TEXT	2	93	Yes – SDP
Allowed codes 01 =Employed 02 =Unemployed, looking for work 03 =Not working – not looking for work 04 =Home-maker (not working) 06 =Scholar/student (not working) 07 =Pensioner /retired (not working) 08 =Not working – disabled person 09 =Not working – not wishing to work 10 =Not working – Not elsewhere classified 97 =N/A: Aged <15 98 =N/A: Institution U Unspecified				
Conditions for compliance 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed.				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Disability Status Code	TEXT	10	95	Yes – SDP
Allowed codes N 01 None 02 Sight (even with glasses) 03 Hearing (even with a hearing aid) 04 Communication (talking, listening) 05 Physical (moving, standing, grasping) 06 Intellectual (difficulties in learning); retardation 07 Emotional (behavioural or psychological) 08 Multiple 09 Disabled but unspecified				
Conditions for compliance 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed.				

Field Name	Type	Size	Position	Require
Disability Rating	TEXT	10	105	Yes – SDP
Allowed codes 01 = No difficulty 02 = Some difficulty 03 = A lot of difficulty 04 = Cannot do at all 06 = Cannot yet be determined 60 = May be part of multiple difficulties (TBC) 70 = May have difficulty (TBC) 80 = Former difficulty - none now				
Conditions for compliance 1. This field must contain data if code 01 to 09 is selected in the Disability Status Code field 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed.				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Immigrant Status	TEXT	2	115	Yes – SDP
Allowed codes 01 = Immigrant 02 = Refugee 03 = SA Citizen	<u>Conditions for compliance</u> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed.			

Field Name	Type	Size	Position	Require
Learner Last Name	TEXT	26	117	Yes – SDP
	<u>Conditions for compliance</u> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 4. The field may not contain strings like NA, U. NONE, or GEEN 5. The field may not contain strings like ZZ or XX. 6. Learner Last name/s must correspond with national ID or official identification document. 7. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ' – ^ "			

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Learner First Name	TEXT	26	143	Yes – SDP
<p>Conditions for compliance</p> <ol style="list-style-type: none"> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 4. The field may not contain strings like NA, U, NONE, or GEEN 5. The field may not contain strings like ZZ or XX. 6. Learner name/s must correspond with national ID or official identification document. 7. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPSUWXYZ' – ^ " 				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Learner Middle Name	TEXT	26	169	No
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This is not a required field 2. The first character of the data value must be a valid, non-space character 3. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 4. The field may not contain strings like NA, U. NONE, or GEEEN 5. The field may not contain strings like ZZ or XX. 6. Names, if more than First and Second Names to be separated by space 7. Learner name/s must correspond with national ID or official identification document. 8. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ_ ^ " ' , ` 				

Field Name	Type	Size	Position	Require
Learner Title	TEXT	10	195	Yes – SDP
<p><u>Allowed codes</u></p> <p>Mr Mrs Ms Miss Dr Prof</p> <p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The field may only contain allowed codes 3. The learner title codes are case sensitive and need to be in the exact format supplied. 				

Field Name	Type	Size	Position	Require
Learner Birth Date	DATE	8	205	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. Only numeric values will be accepted. 3. The first character of the data value must be a valid, non-space character 4. The yymmdd component of this value must be the same as the first 6 characters of the National ID value. 5. The learner may not be less than 15 years of age. 6. The date may not have a year component of less than 1950. 7. The count of records found with the same value for this field will be recorded in the aggregated report under the General information heading. 8. Date format must be YYMMDD 				

Field Name	Type	Size	Position	Require
Learner Home Address 1	TEXT	50	213	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The physical address of the provider may be used if the home address of the learner is not available. 3. The first character of the data value must be a valid, non-space character 4. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 5. The field may not contain strings like NA, U, NONE, or GEEN. 6. The field may not contain strings like ZZ or XX. 7. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ - 1234567890#&()^._, 				

Field Name	Type	Size	Position	Require
Learner Home Address 2	TEXT	50	263	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> This field must contain data The physical address of the provider may be used if the home address of the learner is not available. The first character of the data value must be a valid, non-space character The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. The field should not contain strings like NA, U, NONE, or GEEN. The field may not contain strings like ZZ or XX. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNQRSTUUVWXYZ - 1234567890#&()!@:~', 				

Field Name	Type	Size	Position	Require
Learner Home Address 3	TEXT	50	313	Conditional – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> This is a non-required field The physical address of the provider may be used if the home address of the learner is not available. The first character of the data value must be a valid, non-space character The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. The field should not contain strings like NA, U, NONE, or GEEN. The field may not contain strings like ZZ or XX. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNQRSTUUVWXYZ - 1234567890#&()!@:~', 				

Field Name	Type	Size	Position	Require
Learner Postal Address 1	TEXT	50	363	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The postal address of the provider may be used if the home-postal address of the learner is not available. 3. The first character of the data value must be a valid, non-space character 4. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 5. The field should not contain strings like NA, U, NONE, or GEEN. 6. The field may not contain strings like ZZ or XX. 7. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNQRSTUWXYZ-1234567890#&()^:;_. 				

Field Name	Type	Size	Position	Require
Learner Postal Address 2	TEXT	50	413	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The physical address of the provider may be used if the home-postal address of the learner is not available. 3. The first character of the data value must be a valid, non-space character 4. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 5. The field should not contain strings like NA, U, NONE, or GEEN. 6. The field may not contain strings like ZZ or XX. 7. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNQRSTUWXYZ-1234567890#&()^:;_. 				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Learner Postal Address 3	TEXT	50	463	Conditional
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This is a non-required field 2. The physical address of the provider may be used if the postal address of the learner is not available. 3. The first character of the data value must be a valid, non-space character 4. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 5. The field should not contain strings like NA, U, NONE, or GEEN. 6. The field may not contain strings like ZZ or XX. 7. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPSRTSUUVWXYZ - 1234567890#&()^:;_' 				

Field Name	Type	Size	Position	Require
Learner Home Address Postal Code	TEXT	4	513	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The physical address postal code of the provider may be used if the home address of the learner is not available. 3. The first character of the data value must be a valid, non-space character 4. The data value may only contain characters that exist in the following range of characters: 1234567890 5. If Home address is outside SA, then code verification differs 				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Learner Postal Address Post Code	TEXT	4	517	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The postal address postal code of the provider may be used if the postal address of the learner is not available. 3. The first character of the data value must be a valid, non-space character 4. The data value may only contain characters that exist in the following range of characters: 1234567890 6. If Postal address is outside SA, then code verification differs 				

Field Name	Type	Size	Position	Require
Learner Phone Number	TEXT	20	521	No
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This is a non-required field 2. The first character of the data value must be a valid, non-space character 3. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 4. The field may not contain strings like NA, U, NONE, or GEEN. 5. The field may not contain strings like ZZ or XX. 6. The data value may only contain characters that exist in the following range of characters: 1234567890 				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Learner Cell Phone Number	TEXT	20	541	No
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This is a non-required field 2. The first character of the data value must be a valid, non-space character 3. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 4. The field may not contain strings like NA, U, NONE, or GEEN. 5. The field may not contain strings like ZZ or XX. 6. The data value may only contain characters that exist in the following range of characters: 1234567890 				

Field Name	Type	Size	Position	Require
Learner Fax Number	TEXT	20	561	No
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This is a non-required field 2. The first character of the data value must be a valid, non-space character 3. The field may not contain strings like UNKNOWN, AS ABOVE, SOOS BO, DELETE, N/A, 0, TEST, ONTBREEK, or NIL. 4. The field may not contain strings like NA, U, NONE, or GEEN. 5. The field may not contain strings like ZZ or XX. 6. The data value may only contain characters that exist in the following range of characters: 1234567890 				

Field Name	Type	Size	Position	Require
Learner Email Address	TEXT	50	581	No
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This is a non-required field 2. The first character of the data value must be a valid, non-space character 3. The e-mail address must contain the @ character. 4. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ1234567890_.<>-@ 				

Field Name	Type	Size	Position	Require
Province Code	TEXT	2	631	Yes – SDP
<p><u>Allowed codes</u></p> <ol style="list-style-type: none"> 1 =Western Cape 2 =Eastern Cape 3 =Northern Cape 4 =Free State 5 =Kwazulu Natal 6 =North West 7 =Gauteng 8 =Mpumalanga 9 =Limpopo N =SA National (i.e. in SA but province unspecified) X =Outside SA <p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed. 4. Please note: The supplied codes are case sensitive and need to be in the exact format supplied. 				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
STATSSA Area Code	Text	20	633	Yes – SDP
<u>Conditions for compliance</u> <ol style="list-style-type: none"> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. The code must be selected from the code list provided by STATSSA 				

Field Name	Type	Size	Position	Require
POPI Act Agree	Text	3	653	Yes – SDP
Yes No	<u>Conditions for compliance</u> <ol style="list-style-type: none"> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 			

Field Name	Type	Size	Position	Require
POPI Act Date	DATE	8	656	Yes – SDP
<u>Conditions for compliance</u> <ol style="list-style-type: none"> 1. This field must contain data 2. The first character of the data value must be a valid, non-space character 3. The date provided must be in the format YYMMDD and must be a valid date. 4. The date provided may not be greater than the data load file date stamp. 5. The date may not have a year component starting at 1900. (Example 19000101) 6. If POPI Act Agree indicator is No, the POPI Act Date field must be left blank 				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Date Stamp	DATE	8	664	Yes – SDP
Date stamp refers to the last date this record was updated	<div>Conditions for compliance</div> <div><div>1. This field must contain data</div><div>2. The first character of the data value must be a valid, non-space character</div><div>3. The date provided must be in YYMMDD format and must be a valid date.</div><div>4. The date provided may not be greater than the data load file date.</div><div>5. The date may not have a year component starting at 1900. (Example 19000101)</div></div>			

9.2 LEARNER QUALIFICATION ACHIEVEMENT STATUS: FORMAT IDENTIFIER - 02 (KNOWLEDGE, PRACTICAL SKILLS AND WORK EXPERIENCE)

QCTO02-XXXXXXXXXXXXXXXXXXXXXyyymmdd.txt

This format is designed to load achievements that have been assessed against the modules within the NQF-compliant Qualifications

Please note:

1. For a record to be loaded a registered module linked to the qualification must first be present on the QCTO MIS
2. For each learner record listed in file 02 an associated learner must be listed in file 01.

Field Name	Type	Size	Position	Require
Assessment Partner Code	TEXT	20	1	Yes – SDP
<p>Assessment Partner code refers to the unique Assessment Partner accreditation number with the QCTO</p> <p><u>Conditions for compliance</u></p> <p>Each record will be associated with an Assessment Partner code. The first character of the data value must be a valid, non-space character</p> <p>The upload will be discarded if:</p> <ol style="list-style-type: none"> 1. No Assessment Partner code is supplied, or 2. The Assessment Partner code supplied does not match the Assessment Partner code in the QCTO MIS system. or 3. The Assessment Partner code supplied refers to an Assessment Partner for a qualification other than referred to in the load 				

Field Name	Type	Size	Position	Require
Enrolled SDP Code	TEXT	20	21	Yes –SDP
<p>SDP code refers to the accreditation number given to the provider (SDP) where the learner was/is enrolled at.</p> <p><u>Conditions for compliance</u></p> <p>Each record will be associated with a SDP code. The first character of the data value must be a valid, non-space character</p> <p>Where RPL for readiness to EISA is done by the Assessment Partner then the Assessment Partner code is used in the SDP code field. The Learner readiness to EISA Type ID must be indicated as 6</p> <p>The upload will be discarded if:</p> <ol style="list-style-type: none"> 1. No SDP code is supplied, or 2. The SDP code supplied does not match an SDP code on the QCTO MIS system 3. The SDP code supplied does exist on the QCTO MIS system, but for another qualification other than what is being loaded. (SDP is not accredited to offer this qualification) 				

Field Name	Type	Size	Position	Require
Assessment Centre Code	TEXT	20	41	Conditional – SDP
<p><u>Conditions for compliance</u></p> <p>Each record will be associated with an Assessment Centre Code. The first character of the data value must be a valid, non-space character</p> <p>The upload will be discarded if:</p> <ol style="list-style-type: none"> 1. The learner was assessed (EISA) in the qualification (EISA assessment), and no Assessment Centre Code is supplied, or 2. The learner achieved the qualification (EISA assessment), and an Assessment Centre Code is supplied, however the Code supplied does not match the Assessment Centre Code on the QCTO MIS system, or 3. The learner achieved the qualification (EISA assessment), and an Assessment Centre Code supplied is on the QCTO MIS system. However, the Assessment Centre Code on the QCTO MIS system is not accredited for the qualification being loaded. (Assessment Centre is not accredited to assess this qualification). 4. At the point when an SDP uploads the SOR information the assessment centre code is then a required field.. 				

Field Name	Type	Size	Position	Require
National Id	Text	15	61	Conditional
<p>Conditions for compliance</p> <ol style="list-style-type: none"> 1. Either this field or the Learner Alternate Id field must contain a value. 2. The first character of the data value must be a valid, non-space character 3. The data supplied must contain numerical values only. 4. The data value must have a length of exactly 13 characters. 5. The data value should not contain four consecutive zeros from characters 7 to 10. 6. The data value should not contain four consecutive zeros from characters 1 to 4. 7. If the data value has four consecutive zeros from characters 7 to 10 then a Learner Alternate ID value must be provided. 8. The field may not contain data strings like 11111111111 or 222222222222 or 3333333333333 or 4444444444444 or 5555555555555 or 6666666666666 or 77777777777 or 8888888888888 or 9999999999999. 				

Field Name	Type	Size	Position	Require
Learner Alternate Id	Text	20	76	Conditional
<p>Conditions for compliance</p> <p>If a National ID is not available, the provider must provide an Alternate ID such as a passport number, which together with the Learner Last Name will form the unique identifier.</p> <ol style="list-style-type: none"> 1. Either this field or the National ID field must contain a value. 2. The first character of the data value must be a valid, non-space character <p>Where alternate ID changes to National ID then alternate ID field should contain the original data. Both the Alternate ID Field and National ID field should contain data.</p>				

Field Name	Type	Size	Position	Require
Qualification Id	Text	20	96	Yes –SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This is a required field 2. The first character of the data value must be a valid, non-space character 3. The value given must: <ol style="list-style-type: none"> a. Comply with the actual Qualification ID format for which the SDP and Assessment Centre is accredited on the QCTO MIS system. b. Must be active, registered Occupational Qualification registered on the OQSF of the NQF 				

Field Name	Type	Size	Position	Require
Learner Readiness for EISA Type Id	Text	3	116	Yes SDP
<p><u>Allowed Codes</u></p> <p>1 = Enrolled</p> <p>2 = RPL for Access to EISA determined by SDP</p> <p>3 = Mixed Mode to EISA</p> <p>4 = SDP Training and assessment for readiness to EISA</p> <p>5 = SDP e-learning training and assessment for readiness to EISA</p> <p>6 = RPL for Access to EISA determined by AQP</p> <p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. Must be a valid code 2. Where SDP determines readiness for EISA through RPL use code 2 3. Where Assessment Partner determines readiness for EISA through RPL use code 6 				

Field Name	Type	Size	Position	Require
Module Code	Text	20	119	Yes -SDP
Module Code	<p>Conditions for compliance</p> <p>1. As per curriculum document, the first character of the data value must be a valid, non-space character</p> <p>2. Only valid codes will be allowed.</p>			

Field Name	Type	Size	Position	Require
Module Achievement Status	Text	3	139	Yes -SDP
Allowed Codes 01 = Enrolled 02 = Competent/Achieved 03 = Not yet competent/not yet achieved 04 = Withdrawn	<p>Conditions for compliance</p> <p>Must be a valid code</p>			

Field Name	Type	Size	Position	Require
Employment Status	Text	3	142	Yes -SDP
Allowed Codes 01 = Employed 02 = Not employed 03 = Other	<p>Conditions for compliance</p> <p>1. This field must contain data</p> <p>2. The first character of the data value must be a valid, non-space character</p> <p>3. Only valid code indicators will be allowed.</p>			

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Learner Modular Achievement Type ID	Text	3	145	Conditional SDP
Allowed Codes 01 = Formative Assessment 02 = RPL	Conditions for compliance 1. This is conditional required field. 2. This field must contain data if the Learner Modular Achievement Status-ID field is: 02 = Competent/Achieved			

Field Name	Type	Size	Position	Require
Learner Modular Achievement Date	DATE	8	148	Conditional - SDP
The date the learner has completed the formative assessment.	Conditions for compliance 1. This is conditional required field. 2. The first character of the data value must be a valid, non-space character. Must have a value if the Module has been achieved. In other words, when the learner achievement status is: 02 = Competent/Achieved 3. The date provided may not be greater than the date stamp. 4. The date provided must be greater than the Learner Enrolled Date. 5. The date provided must coincide with SDP accreditation start date and end date for the Qualification the learner is enrolled for. 6. Date format must be YYMMDD			

Field Name	Type	Size	Position	Require
Learner Enrolled Date	DATE	8	156	Yes - SDP
This date refers to the learner enrolled for the qualification at the SDP	<p><u>Conditions for compliance.</u></p> <p>This is a required field.</p> <ol style="list-style-type: none"> 1. The first character of the data value must be a valid, non-space character 2. The date provided may not be greater than date stamp. 3. The date provided may not be greater than the Learner Achievement Date 4. The date provided must coincide with the SDP accreditation start date and end date for the qualification the learner achieved. 5. The date provided must coincide with the Assessment Centre accreditation start date and end date (last date for achievement). 6. The date provided must coincide with the life span of the qualification. 7. Date format must be YYMMDD 8. If RPL done by Assessment Partner – use date of RPL assessment 			

Field Name	Type	Size	Position	Require
Expected Training Completion Date	Text	8	164	Yes - SDP
The date that the training is envisaged to be completed	<p><u>Conditions for compliance</u></p> <p>This is a required field.</p> <ol style="list-style-type: none"> 1. The first character of the data value must be a valid, non-space character 2. The date provided must coincide with the live span of the qualification. 3. Date format must be YYMMDD 			

Field Name	Type	Size	Position	Require
Linked to a workplace at point of entry to the qualification	Text	2	172	Yes - SDP
Allowed Codes Y = Yes N = No	<u>Conditions for compliance</u> This field must contain data 1. The first character of the data value must be a valid, non-space character 2. Only valid code indicators will be allowed. 3. This value cannot be updated during the course of training			

Field Name	Type	Size	Position	Require
Qualification entry requirement status	Text	3	174	Yes - SDP
Allowed Codes 01 = Meet entry requirements as stipulated in the qualifications document 02 = RPL – Skills and experience (no formal qualification) 03 = RPL with qualification at lower level than required 04 = Other	<u>Conditions for compliance</u> This field must contain data 1. The first character of the data value must be a valid, non-space character 2. Only valid code indicators will be allowed.			

Field Name	Type	Size	Position	Require
FLC	Text	3	177	Yes - SDP
Allowed Codes	<p>Conditions for compliance</p> <p>This field must contain data</p> <ol style="list-style-type: none"> The first character of the data value must be a valid, non-space character Only valid code indicators will be allowed. 			
<p>01 = FLC certificate (competent)</p> <p>02 = RPL</p> <p>03 = Grade 12/NCV –Level 4 Mathematics(ML)/English with</p> <p>Mathematics/Mathematical Literacy, English HL/FAL or First or Second Language pass</p> <p>04 = Not yet competent</p> <p>05 = FLC not completed yet</p> <p>06 = Not applicable (<i>qualification on NQF 5 and above</i>)</p> <p>07 = Enrolled for FLC</p> <p>08 = N3 Mathematics and Business Language</p>				

Field Name	Type	Size	Position	Require
FLC Statement of result number	Text	15	180	Yes – SDP
	<p>Conditions for compliance</p> <p>The following may be supplied</p> <ol style="list-style-type: none"> NSC/SC or NCV Certificate number or N3 Certificate Number FLC Statement of Results Number RPL – provide code RPLYYYMMDD (Where RPL is done to indicate recognition for the FLC requirements, then the number supplied should be RPL followed by the date of RPL assessment) If the FLC is not applicable then the field should be left blank 			

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Statement of Results Status	Text	3	195	Yes - SDP
Allowed Codes 01 = Statement of Results issued 02 = Statement of Results not yet issued	Conditions for compliance			
	1. The first character of the data value must be a valid, non-space character			
	2. Only valid code indicators will be allowed.			
	3. If code 01 statement of results issued is indicated all modules as indicated above must have a competent indicator.			
	4. If code 02 statement of results not yet issued is indicated modules as indicated above may have a competent or not yet competent indicator.			

Field Name	Type	Size	Position	Require
Statement of Results Issue Date	Text	8	198	Conditional - SDP
	Conditions for compliance			
	The date must be provided when the learner is found competent in all the modules of the qualification.			
	1. The first character of the data value must be a valid, non-space character			
	2. The date may not be greater than the date stamp date.			
	3. The date format must be in an YYMMDD format and must be a valid date.			
	4. The date may not contain a leading cycle of 1900 (example 19000101)			
	5. The date may not be greater than the achievement date.			

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Date Stamp	DATE	8	206	Yes – SDP
Date stamp refers to the last date this record was updated	Conditions for compliance <ol style="list-style-type: none">The first character of the data is a valid, non-space characterThe date provided will be in YYMMDD format			

9.3 LEARNER QUALIFICATION ACHIEVEMENT STATUS: FORMAT IDENTIFIER - 03 (ASSESSMENT PARTNER INFORMATION)

QCTO03 - XXXXXXXXXXXXXXXXXXXXyymmdd.txt

This format is designed to load achievements that have been assessed against NQF registered Qualifications

Please note:

- 1. For a record to be loaded a registered qualification must first be present on the QCTO MIS
- 2. For each learner record listed in file 03 an associated learner must exist on the QCTO MIS.

Field Name	Type	Size	Position	Require
ASSESSMENT PARTNER Code	TEXT	20	1	Yes – ASSESSMENT PARTNER
ASSESSMENT PARTNER code refers to the unique ASSESSMENT PARTNER Accreditation number with the QCTO	<u>Conditions for compliance</u> Each record will be associated with an ASSESSMENT PARTNER code. The first character of the data value must be a valid, non-space character The upload will be discarded if: <ul style="list-style-type: none">1. No ASSESSMENT PARTNER code is supplied, or2. The ASSESSMENT PARTNER code supplied does not match the ASSESSMENT PARTNER code on the QCTO MIS system3. The ASSESSMENT PARTNER code supplied refers to an ASSESSMENT PARTNER for a qualification other than referred to in the load			

Field Name	Type	Size	Position	Require
Assessment Centre Code	TEXT	20	21	YES – ASSESSMENT PARTNER
Assessment Centre Code refers to the accreditation number given to the assessment centre where the learner is assessed.	<p>Conditions for compliance</p> <p>Each record will be associated with an Assessment Centre Code. The first character of the data value must be a valid, non-space character</p> <p>The upload will be discarded if:</p> <ol style="list-style-type: none"> 1. The learner achieved the qualification (EISA assessment), and no Assessment Centre Code is supplied, or 2. The learner achieved the qualification (EISA assessment), and an Assessment Centre Code supplied, however the Code supplied does not match the Assessment Centre Code on the QCTO MIS system, or 3. The learner achieved the qualification (EISA assessment), and an Assessment Centre Code supplied is on the QCTO MIS system. However, the Assessment Centre Code on the QCTO MIS system is not accredited for the qualification being loaded. (Assessment Centre is not accredited to assess this qualification). 			

Field Name	Type	Size	Position	Require
National ID	Text	15	41	Conditional - ASSESSMENT PARTNER
	<p>Conditions for compliance</p> <ol style="list-style-type: none"> 1. Either this field or the Learner Alternate ID field must contain a value. 2. The first character of the data value must be a valid, non-space character 3. The data supplied must contain numerical values only. 4. The data value must have a length of exactly 13 characters. 5. The data value should not contain four consecutive zeros from characters 7 to 10. 6. The data value should not contain four consecutive zeros from characters 1 to 4. 7. If the data value has four consecutive zeros from characters 7 to 10 then a Learner Alternate-ID value must be provided. 8. The field may not contain data strings like 111111111111 or 222222222222 or 333333333333 or 444444444444 or 555555555555 or 666666666666 or 777777777777 or 888888888888 or 999999999999. 			

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Learner Alternate Id	Text	20	56	Conditional - ASSESSMENT PARTNER
<p>Conditions for compliance</p> <ol style="list-style-type: none"> If a National ID is not available, the provider must provide an Alternate ID like a student number or passport number together with the Learner Last Name will form the unique identifier. Either this field or the National Id field must contain a value. The first character of the data value must be a valid, non-space character 				

Field Name	Type	Size	Position	Require
Qualification Id	Text	20	76	Yes – ASSESSMENT PARTNER
<p>Conditions for compliance</p> <ol style="list-style-type: none"> This is a required field The first character of the data value must be a valid, non-space character The value given must: <ol style="list-style-type: none"> Comply with the actual Qualification-ID format for which the SDP and Assessment Centre is accredited on the QCTO MIS system. Must be active, registered Occupational Qualification registered on the OQSF of the NQF 				

Field Name	Type	Size	Position	Require
EISA COMPONENT NUMBER	Number	3	96	Yes - ASSESSMENT PARTNER
<p>Conditions for compliance</p> <ol style="list-style-type: none"> EISA component number must correlate with QAS blueprint (addendum) For qualifications that are assessed through as trade test the task number should be stated The first character of the data value must be a valid, non-space character 				

Field Name	Type	Size	Position	Require
EISA Component Achievement Value	Text	3	99	Yes – ASSESSMENT PARTNER
Allowed Codes to be used when EISA mark is not available 777 – Absent 555 – Competent 999 – Not yet competent	Conditions for compliance			<p>One of the following values must be recorded to indicate the achievement in the EISA component:</p> <ol style="list-style-type: none"> The first character of the data value must be a valid, non-space character The mark may not exceed the total paper mark Where the actual mark is not indicated in the assessment then a code of 555 will be used to indicate competence and 999 will be used to indicate not yet competent The first character of the data value must be a valid, non-space character Code 777 must be used for absenteeism The data value may only contain characters that exist in the following range of characters: 1234567890 <p>Give actual mark obtained in component as per the Qualification assessment addendum</p>
Field Name	Type	Size	Position	Require
Date Assessed	Text	8	102	Yes - ASSESSMENT PARTNER
	Conditions for compliance			<p>This is a required field.</p> <ol style="list-style-type: none"> The first character of the data value must be a valid, non-space character The date may not be greater than the date stamp date. The date format must be in an YYYYMMDD format and must be a valid date. The date may not contain a leading cycle of 1900 (example 19000101) The date may not be greater than the achievement date. The date must be provided when the learner achieved the qualification. Last date if more than one day

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
EISA Percentage obtained	Text	3	110	Yes - ASSESSMENT PARTNER
Allowed Codes to be used when EISA Percentage is not available	<p>Conditions for compliance</p> <ol style="list-style-type: none"> 1. Calculate final % as per weighting of EISA components as indicated in QAS Blueprint (Addendum) 2. If absent in any component, the final mark is indicated as code 777 3. If absent in all components the final mark is indicated as code 222 4. The data value may only contain characters that exist in the following range of characters: 1234567890 <p>List actual % obtained not using the % symbol Add all component marks and determine final % If more than one EISA component and a component is indicated as competent and not using a final mark, calculate all marks for remaining components to determine final % If all component are indicated as competent/not yet competed or absent without a mark, the final % is indicated by using the codes allocated</p>			

Field Name	Type	Size	Position	Require
Date Stamp	Date	8	113	Yes - ASSESSMENT PARTNER
	<p>Conditions for compliance</p> <p>This is a required field.</p> <ol style="list-style-type: none"> 1. The first character of the data value must be a valid, non-space character 2. The Date Stamp may not be greater than the date stamp date. 3. The Date format must be in an YYYYMMDD format and must be a valid date. 4. The date may not contain a leading cycle of 1900 (example 19000101) 5. The Date Stamp should be the date on which the record was last updated, not the date on which it was extracted. If, however, this date is not recorded in the source data, please make the Date Stamp equal to the Learner Achievement Date. (This will assist in not overwriting more recent biographical learner data if the legacy achievements are received in non-chronological order). 			

END OF DOCUMENT

Amendments

The amendments to the load specification and implementation dates are listed below:

Amendment One of 2017

Effective date: 1 October 2017

1. Page 6

TRANSMISSION OPTIONS

- c) Method 1:
- i) All the files must be supplied via an E-Mail attachment to QCTO email address: dataloads@qcto.org.za

2. Page 10

Field Name	Type	Size	Position	Require
SDP Code	TEXT	20	1	Yes – SDP
SDP code refers to the accreditation number given to the provider (SDP) where the learner was/is enrolled at.	Conditions for compliance Each record will be associated with a SDP code. The first character of the data value must be a valid, non-space character Where RPL for compliance with SOR and for readiness to EISA is done by the Assessment Partner then the Assessment Partner code is used in the SDP code field.			
The upload will be discarded if:				3. no SDP code is supplied

	4. the SDP code supplied does not match the SDP code on the QCTO MIS system
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3. Page 27

Field Name	Type	Size	Position	Require
POPI Act Date	DATE	8	656	Yes – SDP
Conditions for compliance				
<div>1. This field must contain data</div> <div>2. The first character of the data value must be a valid, non-space character</div> <div>3. The date provided must be in YYMMDD format and must be a valid date.</div> <div>4. The date provided may not be greater than today's date.</div> <div>5. The date may not have a year component starting at 1900. (Example 19000101)</div> <div>6. If POPI Act Agree indicator is No, the POPI Act Date field must be left blank</div>				

4. Page 30

Field Name	Type	Size	Position	Require
Enrolled SDP Code	TEXT	20	21	Yes –SDP

<p>SDP code refers to the accreditation number given to the provider (SDP) where the learner was/is enrolled at.</p>	<p><u>Conditions for compliance</u></p> <p>Each record will be associated with a SDP code. The first character of the data value must be a valid, non-space character</p> <p>Where RPL for readiness to EISA is done by the Assessment Partner then the Assessment Partner code is used in the SDP code field. The Learner readiness to EISA Type ID must be indicated as 6</p> <p>The upload will be discarded if:</p> <ol style="list-style-type: none"> 1. No SDP code is supplied, or 2. The SDP code supplied does not match the SDP code in the QCTO MIS system 3. The SDP code supplied does exist on the QCTO MIS system, but for a qualification other than that which is being loaded for. (SDP is not accredited to offer this qualification)
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5. Page 32

Field Name	Type	Size	Position	Require
Learner Readiness for EISA Type Id	Text	3	116	Yes SDP
<p>Allowed Codes</p> <p>1 = Enrolled</p> <p>2 = RPL for Access to EISA determined by SDP</p> <p>3 = Mixed Mode to EISA</p> <p>4 = SDP Training and assessment for readiness to EISA</p> <p>5 = SDP e-learning training and assessment for readiness to EISA</p> <p>6 = RPL for Access to EISA determined by Assessment Partner</p>	<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. Must be a valid code 2. Where SDP determines readiness for EISA through RPL use code 2 3. Where Assessment Partner determines readiness for EISA through RPL use code 6 			

6. Page 35

Field Name	Type	Size	Position	Require
Learner Enrolled Date	DATE	8	156	Yes – SDP
This date refers to the learner enrolled for the qualification at the SDP	<p><u>Conditions for compliance.</u></p> <p>This is a required field.</p> <ol style="list-style-type: none"> The first character of the data value must be a valid, non-space character. The date provided may not be greater than the date stamp date. The date provided may not be greater than the Learner Achievement Date The date provided must coincide with the SDP accreditation start date and end date for the qualification the learner achieved. The date provided must coincide with the Assessment Centre accreditation start date and end date (last date for achievement). The date provided must coincide with the life span of the qualification. Date format must be YYMMDD If RPL done by Assessment Partner – use date of RPL assessment 			

7. Page 37

Field Name	Type	Size	Position	Require
FLC Statement of result number	Text	15	180	Yes – SDP
	<p><u>Conditions for compliance</u></p> <p>The following may be supplied</p> <ol style="list-style-type: none"> NSC/SC or NCV Certificate number or N3 Certificate Number FLC Statement of Results Number RPL – provide code RPLYYMMDD (Where RPL is done to indicate recognition for the FLC requirements, then the number supplied should be RPL followed by the date of RPL assessment) If the FLC is not applicable then the field should be left blank 			

8. Page 28 – Field start position changed to 664

Field Name	Type	Size	Position	Require
Date Stamp	DATE	8	664	Yes – SDP

9. Page 41 to page 44 – field start position reversed by 20 characters from field two onwards.

Field Name	Type	Size	Position	Require
Assessment Centre Code	TEXT	20	21	YES – ASSESSMENT PARTNER

Field Name	Type	Size	Position	Require
National ID	Text	15	41	Conditional - ASSESSMENT PARTNER

Field Name	Type	Size	Position	Require
Learner Alternate Id	Text	20	56	Conditional - ASSESSMENT PARTNER
Field Name	Type	Size	Position	Require
Qualification Id	Text	20	76	Yes – ASSESSMENT PARTNER

Field Name	Type	Size	Position	Require
EISA Component Number	Number	3	96	Yes - ASSESSMENT PARTNER

Field Name	Type	Size	Position	Require
EISA Component Achievement Value	Text	3	99	Yes – ASSESSMENT PARTNER

Field Name	Type	Size	Position	Require
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Date Assessed	Text	8	102	Yes - ASSESSMENT PARTNER
Field Name	Type	Size	Position	Require
EISA Percentage obtained	Text	3	110	Yes - ASSESSMENT PARTNER
Field Name	Type	Size	Position	Require
Date Stamp	Date	8	113	Yes - ASSESSMENT PARTNER

End of Change dated 1 October 2017

Amendments 17 October 2017

Page 6

QCTO file 4 layout - ASSP04- XXXXXXXXXXXXXXXXXXXXXXXXxyyyymmdd.txt is attached as Annexure A

Page 8 and 9

File upload sequence: Re-organising the information for clarity under header 8 FILE UPLOAD SEQUENCE

Page 11

Field Name	Type	Size	Position	Require
Learner Alternate ID	TEXT	20	36	Yes - SDP
Conditions for compliance				
If a National ID is not available, the provider must provide an Alternate ID such as a passport number which together with the Learner Last Name the unique identifier.				

	<ol style="list-style-type: none"> 1. Either this field or the National ID field must contain a value. 2. The first character of the data value must be a valid, non-space character 3. Only valid code indicators will be allowed. Please refer to these at the back of this document. Any deviation from this will result in the upload being discarded. 4. Please note: The alternate ID-type supplied codes are case sensitive and need to be in the exact format as supplied in the list. 5. Where alternate ID changes to National ID then alternate ID field should contain data as initially entered and Alternate ID Type should reflect code 570
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Field Name	Type	Size	Position	Require
Alternative Id Type	NUMBE R	3	56	Yes – SDP
<p><u>Allowed codes</u></p> <p>527 = Passport Number or Foreign ID Number</p> <p>533 = None</p> <p>565 = Refugee Number</p> <p>538 = Work Permit Number</p> <p>540 = Birth Certificate number</p> <p>570 = Change from Alternate ID to National ID</p> <p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 4. The first character of the data value must be a valid, non-space character 5. If the National ID field contains data and the Learner Alternate ID is blank, then the Alternative ID Type field must only reflect code 533. 6. If the National ID field is blank and the Learner Alternate ID contains data, then 533 is not allowed. 				

Page 17, 18 and 19

Learner Last Name, First Name, Middle Name condition, can include words such as NONE and GEEN as these are valid names. Condition has been updated to delete NONE or GEEN.

The field may not contain strings like NA, U, **NONE, or GEEN.**

Page 21

Field Name	Type	Size	Position	Require
Learner Home Address 3	TEXT	50	313	Conditional – SDP

Page 23

Field Name	Type	Size	Position	Require
Learner Home Address Postal Code	TEXT	4	513	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The physical address postal code of the provider may be used if the home address of the learner is not available. 3. The first character of the data value must be a valid, non-space character 4. The data value may only contain characters that exist in the following range of characters: 1234567890 5. If Home address is outside SA, then code verification differs 				

Page 24

Field Name	Type	Size	Position	Require
Learner Postal Address Post Code	TEXT	4	517	Yes – SDP
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. This field must contain data 2. The postal address postal code of the provider may be used if the postal address of the learner is not available. 3. The first character of the data value must be a valid, non-space character 4. The data value may only contain characters that exist in the following range of characters: 1234567890 6. If Postal address is outside SA, then code verification differs 				

Field Name	Type	Size	Position	Require
Learner Alternate Id	Text	20	76	Conditional
<div>Conditions for compliance</div> <p>If a National ID is not available, the provider must provide an Alternate ID such as a passport number, which together with the Learner Last Name will form the unique identifier.</p> <ol style="list-style-type: none">1. Either this field or the National ID field must contain a value.2. The first character of the data value must be a valid, non-space character <p>Where the alternate ID changes to National ID then both the alternate ID and National Id fields should contain data.</p>				

ANNEXURE A – FILE 04

1. GENERAL FILE SPECIFICATIONS

The following files with the naming convention will be supplied by the QCTO to the Assessment Partner:

1.1 Learner Information to AQP

a) All related data are supplied under **File 04**

b) File naming convention:

i) ASSP04-XXXXXXXXXXXXXXXXXXXXXXXXXxyyyymmdd.txt

ii) **ASSP04**-XXXXXXXXXXXXXXXXXXXXXXXXXxyyyymmdd.txt

The first 6 digits indicate the type (Learner biographical information in this case)

iii) ASSP04-**XXXXXXXXXXXXXXXXXXXXXX**xyyyymmdd.txt

The next 20 characters indicate the Assessment Partner code. The maximum allowed characters are 20. The code could be less than 20 but must not exceed 20 characters.

iv) ASSP04-XXXXXXXXXXXXXXXXXXXX**XXxyyyymmdd**.txt

The next 8 digits indicate the actual date the file was created.

v) ASSP04-XXXXXXXXXXXXXXXXXXXX**XXxyyyymmdd.txt**

The last three digits indicate the file type. Note that only fixed width text files will be allowed.

5 TRANSMISSION OPTIONS

d) Method

- i) All the files will be supplied via an E-Mail attachment (Please ensure your default e-mail address is available and up to date with QCTO)

6 FILE LAYOUTS

All the files transmitted from the QCTO MIS System will be fixed width text files.
Fields are delimited by size – i.e. the position of the field within the file must be mapped within your database.
Each file is terminated by a carriage return.

5 SYMBOL CLASSIFICATION

You will observe the following symbols within the “Require” column in the tables to follow.

Criteria	Explanation
Conditional	Conditional requirement in field
Yes - QCTO	Required field when QCTO supply data (Data must be provided)
No	Not required field (Field may be left blank)

ACRONYMS

CD	Compact Disc
EISA	External Integrated Summative Assessment
FAL	First Additional Language
FLC	Foundational Learning Competence
HL	Home Language
ID	National Identity Document
MIS	Management Information System
NCV	National Certificate Vocational
NLRD	National Learners Records Database
NQF	National Qualifications Framework
NSC	National Senior Certificate
OFO	Organising Framework for Occupations
OQSF	Occupational Qualifications Sub-Framework
POPI Act	Protection of Personal Information Act
QAP	Quality Assurance Partner
QAS	Qualification Assessment Specification
QCTO	Quality Council for Trades and Occupations
RPL	Recognition of Prior Learning
RSA	Republic of South Africa

SAQA	South African Qualifications Authority
SC	Senior Certificate
SDP	Skills Development Provider
STATSSA	Statistics South Africa

7 CLARIFICATION

EISA Component Number refers to the EISA theory, practical or portfolio component as appropriate in the assessment.

It should be noted that occupational qualifications where External Summative assessment is a trade test, component refers to the tasks completed in the EISA

8 FILE UPLOAD SEQUENCE

The following sequence needs to be noted when information is provided from the QCTO MIS system

8.1 Upload Learner achievement from QCTO against the Qualifications

The following file will be supplied at different intervals to indicate learner status as below

- a) Learner information – entry for the qualification (**ASSP04**-xx.txt)
- b) Learner qualification achievement status (Knowledge, Practical, Work Experience) file will be provided with the same information as the entry file, but with a status update on the readiness for the EISA
- c) Learner qualification certification status after EISA will be provided with the same information as the entry file and status update for the EISA as well as certification status after the EISA

A. LEARNER INFORMATION

9.1 FORMAT IDENTIFIER

ASSP004-XXXXXXXXXXXXXXXXXXXXXyyymmdd.txt

Please note:

The Assessment Partner can only provide information on file 3 to the QCTO if the information was received in file 4 from the QCTO.

Field Name	Type	Size	Position	Require
SDP Code	TEXT	20	1	Yes – QCTO
<p>SDP code refers to the accreditation number given to the provider (SDP) where the learner was/is enrolled at.</p> <p>Conditions for compliance</p> <p>Where RPL for compliance with SOR and for readiness to EISA is done by the Assessment Partner then the Assessment Partner code is used in the SDP code field.</p> <ol style="list-style-type: none"> Each record will be associated with a SDP code. The first character of the data value is a valid, non-space character 				

Field Name	Type	Size	Position	Require
Qualification Id	Text	20	21	Yes –SDP
<p>Conditions for compliance</p> <ol style="list-style-type: none"> The first character of the data value is a valid, non-space character The value given: Comply with the actual Qualification ID format for which the SDP and Assessment Centre is accredited on the QCTO MIS system. Active, registered Occupational Qualification registered on the OQSF of the NQF 				

Field Name	Type	Size	Position	Require
National Id	Text	15	36	Yes - QCTO
<u>Conditions for compliance</u> 1. The data supplied contains numerical values only and has a length of exactly 13 characters				

Field Name	Type	Size	Position	Require
Learner Alternate ID	TEXT	20	56	Yes - QCTO
<u>Conditions for compliance</u> If a National ID is not available, an Alternate ID like a passport number together with the Learner Last Name will form the unique identifier.				

Field Name	Type	Size	Position	Require
Alternative Id Type	NUMBER	3	59	Yes – QCTO
<u>Allowed codes</u> 527 = Passport Number or Foreign ID Number 533 = None 565 = Refugee Number 538 = Work Permit Number 540 = Birth Certificate number 570 = Change from Alternate ID to National ID				
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character 2. If the National ID field contains data and the Learner Alternate ID is blank, then the Alternative ID Type field will code 533. 3. If the National ID field is blank and the Learner Alternate ID contains data, then 533 will not be allowed.				

Field Name	Type	Size	Position	Require
Equity Code	TEXT	3	52	Yes – QCTO
Allowed codes BA = Black African BC = Coloured BI = Indian/Asian Oth = Other U = Unknown Wh = White				
Conditions for compliance 1. The first character of the data value is a valid, non-space character				

Field Name	Type	Size	Position	Require
Nationality Code	TEXT	3	55	Yes – QCTO
Allowed codes U = Unspecified SA = South Africa SDC = SADC except SA (i.e. NAM to ZAI) NAM = Namibia BOT = Botswana ZIM = Zimbabwe ANG = Angola MOZ = Mozambique				
Conditions for compliance 1. The first character of the data value is a valid, non-space character				

LES	= Lesotho
SWA	= Swaziland
MAL	= Malawi
ZAM	= Zambia
MAU	= Mauritius
TAN	= Tanzania
SEY	= Seychelles
ZAI	= Zaire
ROA	= Rest of Africa
EUR	= European countries
AS	= Asian countries
NOR	= North American countries
SOU	= Central and South American countries
AUS	= Australia Oceania countries
OOC	= Other and rest of Oceania
NOT	= N/A: Institution

Field Name	Type	Size	Position	Require
Home Language Code	TEXT	10	75	Yes – QCTO
Allowed codes Eng = English Afr = Afrikaans Oth = Other SASL = South African Sign Language Sep = sePedi [also known as Northern Sotho / Sesotho sa Lebowa] Ses = seSotho Set = seTswana Swa = siSwati Tsh = tshiVenda Xho = isiXhosa Xit = xiTsonga Zul = isiZulu Nde = isiNdebele				
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character				

Field Name	Type	Size	Position	Require
Gender Code	TEXT	1	76	Yes – QCTO
Allowed codes M = Male F = Female				
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character 2. The Gender will meet the gender indicator defined in the National ID number.				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Citizen Resident Status Code	TEXT	10	86	Yes – QCTO
<u>Allowed codes</u>	<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character			
SA = South Africa O = Other D = Dual (SA plus other) PR = Permanent Resident U = Unknown				

Field Name	Type	Size	Position	Require
Socioeconomic Status Code	TEXT	2	88	Yes – QCTO
<u>Allowed codes</u>	<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character			
01 =Employed 02 =Unemployed, looking for work 03 =Not working – not looking for work 04 =Home-maker (not working) 06 =Scholar/student (not working) 07 =Pensioner /retired (not working) 08 =Not working – disabled person 09 =Not working – not wishing to work 10 =Not working – Not elsewhere classified 97 =N/A: Aged <15 98 =N/A: Institution U Unspecified				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Disability Status Code	TEXT	10	98	Yes – QCTO
Allowed codes				
N	<p>Conditions for compliance</p> <p>1. The first character of the data value is a valid, non-space character</p>			
01				
02				
03				
04				
05				
06				
07				
09				

Field Name	Type	Size	Position	Require
Disability Rating	TEXT	10	108	Yes – QCTO
Allowed codes 01 = No difficulty 02 = Some difficulty 03 = A lot of difficulty 04 = Cannot do at all 06 = Cannot yet be determined 60 = May be part of multiple difficulties (TBC) 70 = May have difficulty (TBC) 80 = Former difficulty - none now				
Conditions for compliance 1. This field will contain data if code 01 to 09 is selected in the Disability Status Code field 2. The first character of the data value is a valid, non-space character				

Field Name	Type	Size	Position	Require
Immigrant Status	TEXT	2	110	Yes – QCTO
Allowed codes 01 = Immigrant 02 = Refugee 03 = SA Citizen				
Conditions for compliance 1. The first character of the data value is a valid, non-space character				

Field Name	Type	Size	Position	Require
Learner Last Name	TEXT	26	136	Yes – QCTO
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character The data value may contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ' _ ^ " , '				

Field Name	Type	Size	Position	Require
Learner First Name	TEXT	26	162	Yes – QCTO
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character The data value may contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ' _ ^				

Field Name	Type	Size	Position	Require
Learner Middle Name	TEXT	26	188	No
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character The data value may contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ' _ ^				

Field Name	Type	Size	Position	Require
Learner Title	TEXT	10	198	Yes – QCTO
<u>Allowed codes</u> Mr Mrs Ms Miss Dr Prof				
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character				

Field Name	Type	Size	Position	Require
Learner Birth Date	DATE	8	206	Yes – QCTO
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character				

Field Name	Type	Size	Position	Require
Learner Home Address 1	TEXT	50	258	Yes – QCTO
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character 2. The data value may contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ - 1234567890#&()^!.,_				

Field Name	Type	Size	Position	Require
Learner Home Address 2	TEXT	50	306	Yes – QCTO
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The first character of the data value is a valid, non-space character 2. The data value may contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPSRTSUWVXYZ - 1234567890#&()^:._; 				

Field Name	Type	Size	Position	Require
Learner Home Address 3	TEXT	50	356	Conditional – QCTO
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The first character of the data value is a valid, non-space character 2. The data value may contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPSRTSUWVXYZ - 1234567890#&()^:._; 				

Field Name	Type	Size	Position	Require
Learner Postal Address 1	TEXT	50	406	Yes – QCTO
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The postal address of the provider may will be used if the postal address of the learner is not available. 2. The first character of the data value is a valid, non-space character 3. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ-1234567890#&()^:'._,; 				

Field Name	Type	Size	Position	Require
Learner Postal Address 2	TEXT	50	456	Yes – QCTO
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The postal address of the provider may will be used if the postal address of the learner is not available. 2. The first character of the data value is a valid, non-space character 3. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ-1234567890#&()^:'._,; 				

Field Name	Type	Size	Position	Require
Learner Postal Address 3	TEXT	50	506	Conditional - QCTO
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The postal address of the provider may will be used if the postal address of the learner is not available. 2. The first character of the data value is a valid, non-space character 3. The data value may only contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ-1234567890#&()^_.,' 				

Field Name	Type	Size	Position	Require
Learner Home Address Postal Code	TEXT	4	510	Yes – QCTO
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The first character of the data value is a valid, non-space character 2. The data value will contain characters that exist in the following range of characters: 1234567890 				

Field Name	Type	Size	Position	Require
Learner Postal Address Post Code	TEXT	4	514	Yes – QCTO
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The first character of the data value is a valid, non-space character 2. The data value will contain characters that exist in the following range of characters: 1234567890 				

Field Name	Type	Size	Position	Require
Learner Phone Number	TEXT	20	534	No
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character 2. The data value will contain characters that exist in the following range of characters: 1234567890				

Field Name	Type	Size	Position	Require
Learner Cell Phone Number	TEXT	20	554	No
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character 2. The data value will contain characters that exist in the following range of characters: 1234567890				

Field Name	Type	Size	Position	Require
Learner Fax Number	TEXT	20	574	No
<u>Conditions for compliance</u> 1. The first character of the data value is a valid, non-space character 2. The data value will contain characters that exist in the following range of characters: 1234567890				

Field Name	Type	Size	Position	Require
Learner Email Address	TEXT	50	524	No
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The first character of the data is a valid, non-space character 2. The e-mail address will contain the @ character. 3. The data value may contain characters that exist in the following range of characters: abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ1234567890_<>-@ 				

Field Name	Type	Size	Position	Require
Province Code	TEXT	2	526	Yes – QCTO
<p><u>Allowed codes</u></p> <ol style="list-style-type: none"> 1 =Western Cape 2 =Eastern Cape 3 =Northern Cape 4 =Free State 5 =Kwazulu Natal 6 =North West 7 =Gauteng 8 =Mpumalanga 9 =Limpopo N =SA National (i.e. in SA but province unspecified) X =Outside SA 				
<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The first character of the data is a valid, non-space character 				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
STATSSA Area Code	Text	20	846	Yes – QCTO
<u>Conditions for compliance</u> 1. The first character of the data is a valid, non-space character 2. The code is selected from the code list provided by STATSSA				

Field Name	Type	Size	Position	Require
POPI Act Agree Yes No	Text	3	849	Yes – QCTO
<u>Conditions for compliance</u> 1. The first character of the data is a valid, non-space character				

Field Name	Type	Size	Position	Require
POPI Act Date	DATE	8	857	Yes – QCTO
<u>Conditions for compliance</u> 1. The first character of the data is a valid, non-space character 2. The date provided will be in YYMMDD format 3. If POPI Act Agree indicator is No, the POPI Act Date field is blank				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Expected Training Completion Date	Text	8	565	Yes - QCTO
<p>The date that the training is envisaged to be completed</p> <p>Conditions for compliance</p> <p>This is a required field.</p> <ol style="list-style-type: none"> 1. The first character of the data is a valid, non-space character 2. Date format will be YYMMDD 				

Field Name	Type	Size	Position	Require
Statement of Results Status	Text	3	568	Yes - QCTO
<p>Allowed Codes</p> <p>01 = Statement of Results issued</p> <p>02 = Statement of Results not yet issued</p> <p>Conditions for compliance</p> <ol style="list-style-type: none"> 1. The first character of the data is a valid, non-space character 2. If code 01 statement of results issued is indicated all modules as indicated above will have a competent indicator 3. If code 02 statement of results not yet issued is indicated modules above will have a competent or not yet competent indicator 				

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Statement of Results Issue Date	Text	8	576	Conditional - QCTO
<p><u>Conditions for compliance</u></p> <p>The date must be provided when the learner is found competent in all the modules of the qualification.</p> <ol style="list-style-type: none"> 1. The first character of the data is a valid, non-space character 2. The date format will be in an YYMMDD format at the point where the SOR is issued and is then a required field 				
Field Name	Type	Size	Position	Require
Assessment Centre Code	TEXT	20	896	Conditional – QCTO
Assessment Centre Code refers to the accreditation number given to the assessment centre where the learner will be assessed at.	<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. Each record will be associated with an Assessment Centre Code. 2. The first character of the data is a valid, non-space character 3. At the point when QCTO uploads the SOR information the assessment centre code is a required field 			

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

Field Name	Type	Size	Position	Require
Learner Readiness for EISA Type Id	Text	3	899	Yes - QCTO
Allowed Codes 1 = Enrolled 2 = RPL for Access to EISA determined by SDP 3 = Mixed Mode to EISA 4 = SDP Training and assessment for readiness to EISA 5 = SDP e-learning training and assessment for readiness to EISA 6 = RPL for Access to EISA determined by Assessment Partner				
Conditions for compliance 1. Must be a valid code				

Field Name	Type	Size	Position	Require
FLC	Text	3	702	Yes - QCTO
Allowed Codes 01 = FLC certificate (competent) 02 = RPL 03 = Grade 12/NCV –Level 4 Mathematics(ML)/English with Mathematics/Mathematical Literacy, English HL/FAL or First or Second Language pass 04 = Not yet competent 05 = FLC not completed yet				
Conditions for compliance This field must contain data 1. The first character of the data value must be a valid, non-space character 2. Only valid code indicators will be allowed.				

06 = Not applicable (qualification on NQF 5 and above) 07 = Enrolled for FLC 08 = N3 Mathematics and Business Language	
---	--

Field Name	Type	Size	Position	Require
FLC Statement of result number	Text	15	717	Conditional – QCTO
<p><u>Conditions for compliance</u> The following may be supplied</p> <ol style="list-style-type: none"> 1. NSC/SC or NCV Certificate number or N3 Certificate Number 2. FLC Statement of Results Number 3. RPL – provide code RPLYYYMMDD (Where RPL is done to indicate recognition for the FLC requirements, then the number supplied should be RPL followed by the date of RPL assessment) 4. The FLC statement of results number is entered when the learner achieved and is then a required field 5. Where the FLC is not applicable (FLC code 06) then the field is left blank 				

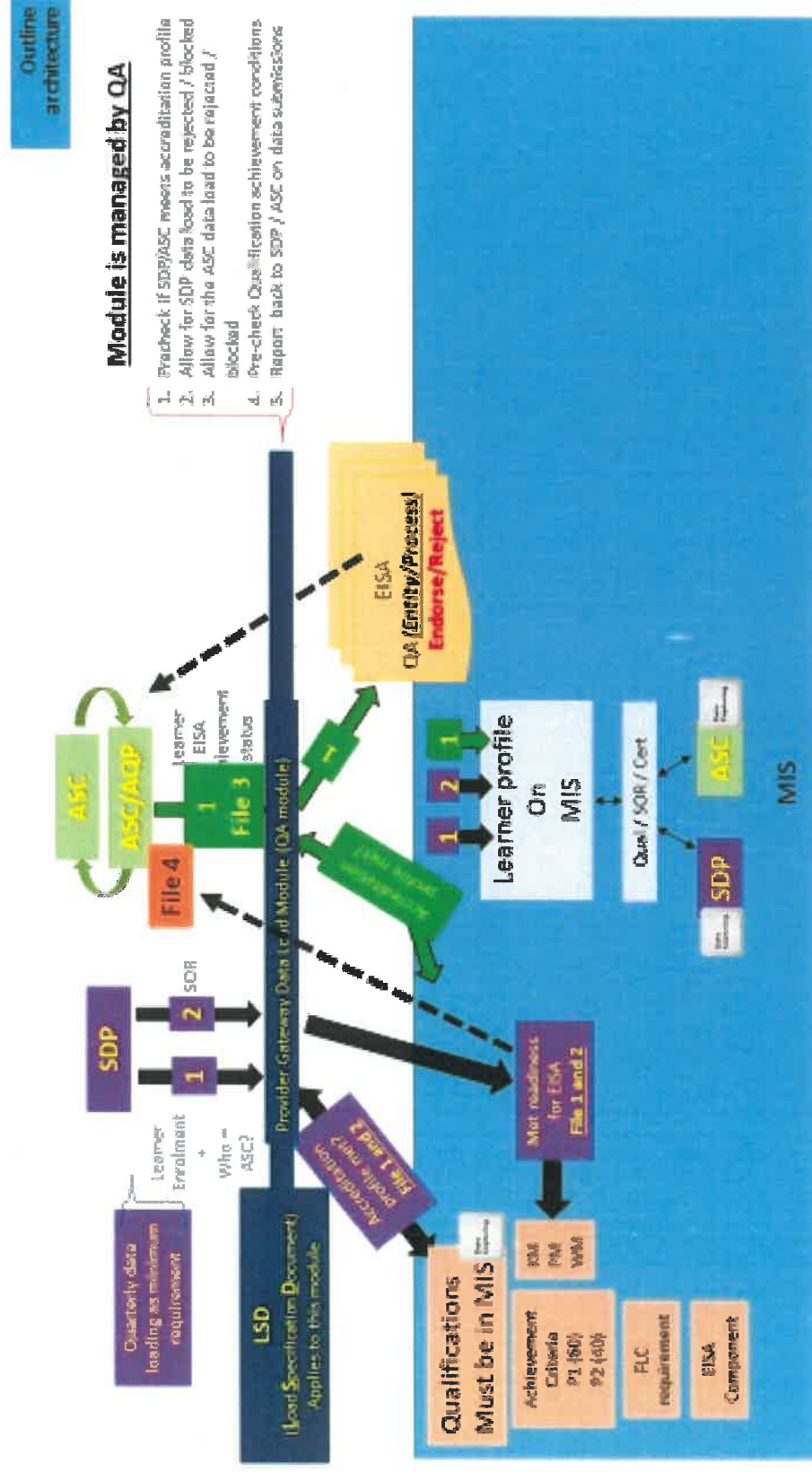
Field Name	Type	Size	Position	Require
Date Stamp	DATE	8	725	Yes – QCTO
Date stamp refers to the last date this record was last updated	<p><u>Conditions for compliance</u></p> <ol style="list-style-type: none"> 1. The first character of the data is a valid, non-space character 2. The date provided will be in YYYYMMDD format 			

END

ANNEXURE B – USER GUIDE

QCTO Data load specification user guide

The picture below indicates the data loads process followed that leads to successful certification of learner records:



The QCTO data load specification for recording learner registration and assessment outcomes are detailed in the QCTO Load Specification document.

This guide explains in more detail how a provider will go about in generating the information as required to be uploaded to the QCTO MIS with regard to learner biographical information as well as assessment information and outcomes.

This guides attempts to explain further requirements and understanding of the process.

File size:

The file size will depend on the amount of records it contains. The QCTO does not restrict the number of records in a file.

It would be wise to obtain the maximum file size your e-mail is capped at to ensure that when the file is send via email to the QCTO, the file size does not restrict the email from being transmitted.

For example if a provider is uploading 5 000 000 learner records and to overall file size is 15 Megabytes (MB) and the e-mail cap is 5MB then on the provider side the file will not be transported via an e-mail seeing that the mail cap will block the e-mail size.

Explanation of Position and Number

To further explain this, it is important to understand what a **fixed width text file** is.

A Fixed width text file is a special case of text file where the format is specified by **column widths**, pad character and left/right alignment.

Column widths are measured in units of characters.

For example, if the data in a text file where the first column **always** has exactly 10 characters, and the second column has exactly 5, the third has exactly 12 (and so on), this would be categorized as a **fixed width text file**.

To be very specific, if a text file follows the rules below it is a fixed width text file:

- Each row (paragraph) contains one complete record of information.
 - As an example here, **one complete row** of data in file 01 will contain **all the data of one specific learner**.
- Each row contains one or many pieces of data (also referred to as columns or fields).
- Each data column has a defined width **specified as a number of characters** that is always the same for all rows.
- The data within each column is padded with spaces if it does not completely use all the characters allotted to it (empty space).
- Each piece of data is left aligned.
- Each column must consistently use the same number of characters, same pad character and same alignment.

The following example from the load specification:

Field Name	Type	Size	Position	Require
SDP Code	TEXT	20	1	Yes – SDP and AQP

In file 1 (Learner Information) for the first 20 characters (Column size) it requires the SDP code.

Position
1

In the “Position” indication (First Column) where the SDP code should start it is indicated from **position 1**. In other words, in the text file and left aligned for the first 20 characters the SDP code where the learner enrolled must be entered. Please also note that this is a required field and cannot be left blank. The SDP code is generated by the QCTO MIS system and will be made available to each provider.

SDP000260N2015080801

Moving on to the next “column” which is the national ID.

Field Name	Type	Size	Position	Require
National Id	Text	15	21	Conditional

First notice the column size of 15 characters.

Although a valid RSA national ID is 13 characters the field maximum length provides for 15 characters.

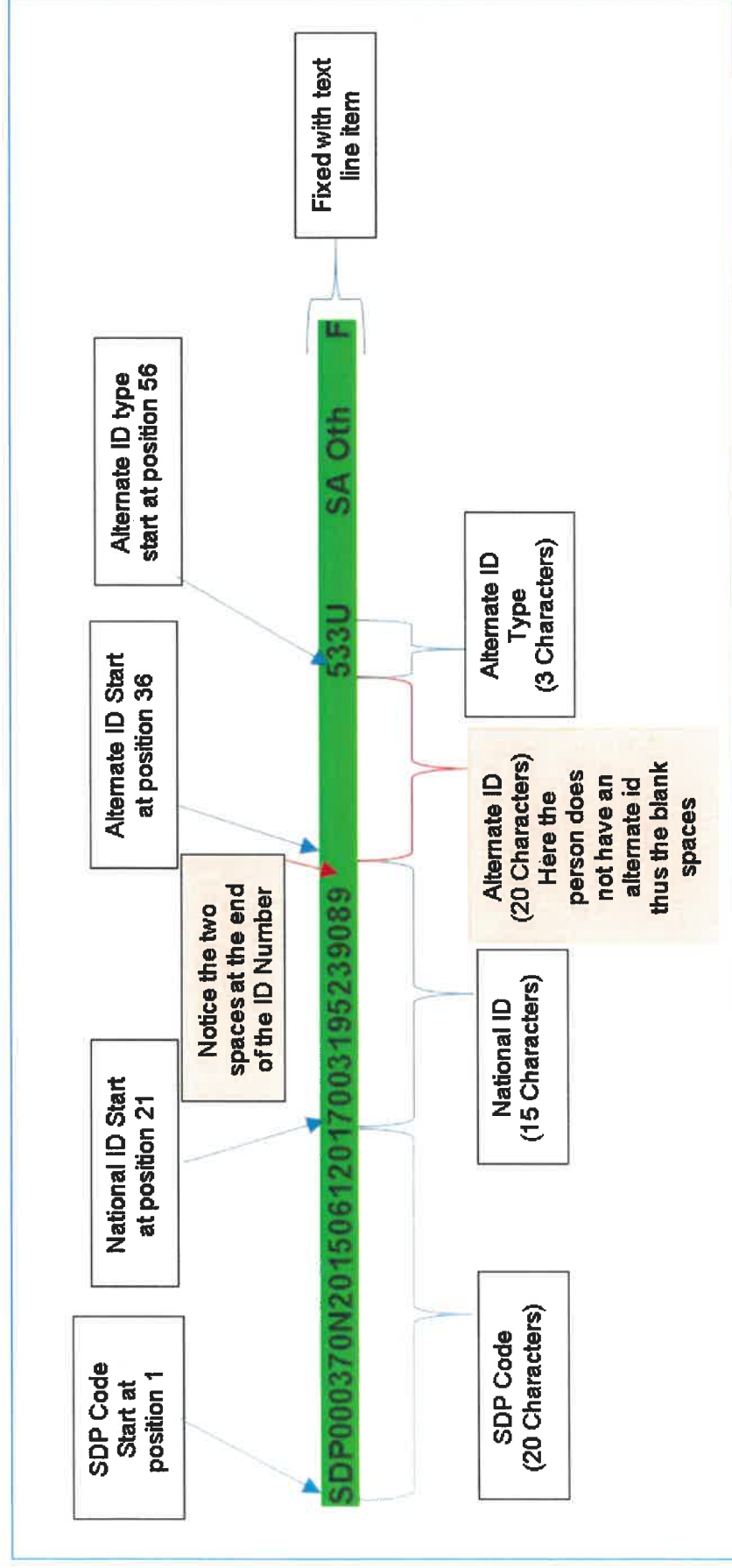
Notice the Position indicating below 21 which informs that the ID number column left aligned must start from character “21” of the string of data in the row.

Position
21

With the ID number field, there will always be two spaces at the end before the next “Column” starts
8607051000084 XXXXXXXX

SDP000260N20150808018607051000084 533BA SAEng

Refer to example of file 1- in the correct fixed width text file format



In file 02, each line represents a learner record for the module as required in the Occupational Qualification. Still therefore means that the learner record will be repeated with the same biographical and other information, but with the different modules, achievement status and achievement dates.

QUALITY COUNCIL FOR TRADES AND OCCUPATIONS: DATA LOAD SPECIFICATIONS FOR AQPs & SDPs

It is important to note the **date stamp** (eg below: 20171127) in the transmission of the files to the QCTO MIS as this date determines if the QCTO must consider the record for update. Where the date stamp to a record or file is the same as the date stamp in a file previously submitted, the QCTO MIS will ignore this record in loading the information, irrespective if the provider has made a change to the record. It is therefore crucial that attention be paid to this important field in the data loads.

Refer to example below which follows the same format with regard to position etc. as explained above.

AQP000150N2013010101SDP000260N2014080701ASC000010N20150824018608031000084	91671	4	242207000-KM-01	02	01	01
201602262016011520170814Y 01 06 02 20171127						
AQP000150N2013010101SDP000260N2014080701ASC000010N20150824018608031000084	91671	4	242207000-KM-02	01	01	01
201603202016011520170814Y 01 06 02 20171127						
AQP000150N2013010101SDP000260N2014080701ASC000010N20150824018608031000084	91671	4	242207000-KM-03	01	01	01
201608312016011520170814Y 01 06 02 20171127						
AQP000150N2013010101SDP000260N2014080701ASC000010N20150824018608031000084	91671	4	242207000-PM-01	01	01	01
201702032016011520170814Y 01 06 02 20171127						
AQP000150N2013010101SDP000260N2014080701ASC000010N20150824018608031000084	91671	4	242207000-PM-02	01	01	01
201702032016011520170814Y 01 06 02 20171127						

ANNEXURE B

Field Name	Sample Data
Course Name/ Programme Name	Accelerated Development Programme
Type of offering	Skills Course/Workshop/Seminar/Programme/Certificate/Diploma/Qualification
Training Band	Foundational Development
F2F	Yes/No
Course Code	LM459
Status	Pending/Active/Inactive
Duration	32
Price	R100-00
Modules	Yes
Module Names (Where applicable)	Module 1: Executive Development Programme(EDP) Module 2: Mentoring & Coaching Module 3: Project Khaedu
Are module available as separate courses?	Yes/No
Module Price	R100-00
Face to Face option?	Yes/No
eLearning option? - Facilitated online	Yes/No
Virtual Classroom?	Yes/No
Blended?	Yes/No
Online option? - Self Paced online	Yes/No
Mandatory Funded?	Yes/No
Resource CD/USB?	Yes/No
Pre-Reading?	Yes/No
Accreditation Status	Part Qualification
Quality Assurance/ Accreditation Body	QCTO
Unit Standard(s) #/ Part Qualification ID/ Qualification ID (Where Applicable)	92444
Unit Standard/Qualification Name	
NQF Level	6
# Credits	54
Registration end date	3/31/2023
Entry and Junior level officials	Yes/No
Junior Management	Yes/No
Middle Management	Yes/No
Senior Management	Yes/No
Executive Management	Yes/No
Members of National and Provincial Legislature	Yes/No
Councillors and other elected	Yes/No

ANNEXURE C

PUBLIC FINANCE MANAGEMENT ACT
NO. 1 OF 1999

[ASSENTED TO 2 MARCH, 1999]
[DATE OF COMMENCEMENT: 1 APRIL, 2000]

(Unless otherwise indicated)

(English text signed by the President)

NATIONAL TREASURY

This Act has been updated to <i>Government Gazette</i> 33059 dated 1 April, 2010.

as amended by

Public Finance Management Amendment Act, [No. 29 of 1999](#)

Local Government: Municipal Systems Act, [No. 32 of 2000](#)

Judicial Officers (Amendment of Conditions of Service) Act, [No. 28 of 2003](#)

[with effect from 1 November, 2003]

Public Audit Act, [No. 25 of 2004](#)

Broadband Infraco Act, [No. 33 of 2007](#)

South African Express Act, [No. 34 of 2007](#)

Public Service Amendment Act, [No. 30 of 2007](#)

[with effect from 1 April, 2008]

South African Airways Act, [No. 5 of 2007](#)

[with effect from 13 July, 2009]

Financial Management of Parliament Act, [No. 10 of 2009](#)

ACT

To regulate financial management in the national government and provincial governments; to ensure that all revenue, expenditure, assets and liabilities of those governments are managed efficiently and effectively; to provide for the responsibilities of persons entrusted with financial management in those governments; and to provide for matters connected therewith.

[Long title substituted by [s. 47 of Act No. 29 of 1999.](#)]

ARRANGEMENT OF SECTIONS

[Arrangement of sections amended by [s. 48 of Act No. 29 of 1999.](#)]

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- [2.](#) Object of this Act
- [3.](#) Institutions to which this Act applies
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- [7.](#) Banking, cash management and investment framework
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- [11.](#) Control of National Revenue Fund
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CHAPTER 1

INTERPRETATION, OBJECT, APPLICATION AND AMENDMENT OF THIS ACT

1. Definitions.—In this Act, unless the context otherwise indicates—

"accounting officer" means a person mentioned in section 36;

"accounting authority" means a body or person mentioned in section 49;

"Accounting Standards Board" means the board established in terms of section 87;

"annual Division of Revenue Act" means the Act of Parliament which must annually be enacted in terms of section 214 (1) of the Constitution;

"constitutional institution" means an institution listed in Schedule 1;

"department" means a national or provincial department or a national or provincial government component;

[Definition of "department" substituted by s. 1 (a) of Act No. 29 of 1999 and by s. 43 of Act No. 30 of 2007.]

"executive authority"—

(a)

in relation to a national department, means the Cabinet member who is accountable to Parliament for that department;

(b)

in relation to a provincial department, means the member of the Executive Council of a province who is accountable to the provincial legislature for that department;

(c)

in relation to a national public entity, means the Cabinet member who is accountable to Parliament for that public entity or in whose portfolio it falls; and

(d)

in relation to a provincial public entity, means the member of the provincial Executive Council who is accountable to the provincial legislature for that public entity or in whose portfolio it falls;

[Definition of "executive authority" substituted by s. 1 (b) of Act No. 29 of 1999.]

"financial year"—

(a)

means a year ending 31 March; or

(b)

in relation to a public entity that existed when this Act took effect and that has a different financial year in terms of other legislation, means that financial year, provided the National Treasury has approved that other financial year;

[Para. (b) amended by s. 1 (c) of Act No. 29 of 1999.]

"financial statements" means statements consisting of at least—

(a)

a balance sheet;

(b)

an income statement;

(c)

a cash-flow statement;

(d)

any other statements that may be prescribed; and

(e)

any notes to these statements;

"fruitless and wasteful expenditure" means expenditure which was made in vain and would have been avoided had reasonable care been exercised;

"generally recognised accounting practice" means an accounting practice complying in material respects with standards issued by the Accounting Standards Board;

"irregular expenditure" means expenditure, other than unauthorised expenditure, incurred in contravention of or that is not in accordance with a requirement of any applicable legislation, including—

- (a) this Act; or
- (b) the State Tender Board Act, 1968 ([Act No. 86 of 1968](#)), or any regulations made in terms of that Act; or
- (c) any provincial legislation providing for procurement procedures in that provincial government;

[Definition of "[irregular expenditure](#)" amended by [s. 1 \(d\)](#) of [Act No. 29 of 1999](#).]

"main division within a vote" means one of the main segments into which a vote is divided and which—

- (a) specifies the total amount which is appropriated for the items under that segment; and
- (b) is approved by Parliament or a provincial legislature, as may be appropriate, as part of the vote;

[Definition of "[main division within a vote](#)" amended by [s. 1 \(e\)](#) of [Act No. 29 of 1999](#).]

"MEC for finance" means the member of an Executive Council of a province responsible for finance in the province;

[Definition of "[MEC for finance](#)" inserted by [s. 1 \(f\)](#) of [Act No. 29 of 1999](#).]

"Minister" means the Minister of Finance;

"national department" means a department listed in [Schedule 1](#) to the Public Service Act, 1994 ([Proclamation No. 103 of 1994](#)), but excluding the Office of a Premier;

"national government business enterprise" means an entity which—

- (a) is a juristic person under the ownership control of the national executive;
- (b) has been assigned financial and operational authority to carry on a business activity;

(c) as its principal business, provides goods or services in accordance with ordinary business principles; and

(d) is financed fully or substantially from sources other than—
(i) the National Revenue Fund; or
(ii) by way of a tax, levy or other statutory money;

“national government component” means a national government component listed in Part A of [Schedule 3](#) to the Public Service Act, 1994;

[Definition of “[national department](#)” substituted by [s. 43](#) of [Act No. 30 of 2007](#).]

“national public entity” means—

(a) a national government business enterprise; or

(b) a board, commission, company, corporation, fund or other entity (other than a national government business enterprise) which is—

(i) established in terms of national legislation;

(ii) fully or substantially funded either from the National Revenue Fund, or by way of a tax, levy or other money imposed in terms of national legislation; and

(iii) accountable to Parliament;

“National Treasury” means the National Treasury established by [section 5](#);

“overspending”—

(a) in relation to a vote, means when expenditure under the vote exceeds the amount appropriated for that vote; or

(b) in relation to a main division within a vote, means when expenditure under the main division exceeds the amount appropriated for that main division, subject to [section 43](#);

“ownership control”, in relation to an entity, means the ability to exercise any of the following powers to govern the financial and operating policies of the entity in order to obtain benefits from its activities:

- (a) To appoint or remove all, or the majority of, the members of that entity's board of directors or equivalent governing body;
- (b) to appoint or remove that entity's chief executive officer;
- (c) to cast all, or the majority of, the votes at meetings of that board of directors or equivalent governing body; or
- (d) to control all, or the majority of, the voting rights at a general meeting of that entity;

"prescribe" means prescribe by regulation or instruction in terms of [section 76](#);

"provincial department" means—

- (a) the Office of a Premier listed in [Schedule 1](#) to the Public Service Act, 1994;
- (b) a provincial department listed in [Schedule 2](#) to the Public Service Act, 1994;

"provincial government business enterprise" means an entity which—

- (a) is a juristic person under the ownership control of a provincial executive;
- (b) has been assigned financial and operational authority to carry on a business activity;
- (c) as its principal business, provides goods or services in accordance with ordinary business principles; and
- (d) is financed fully or substantially from sources other than—

- (i) a Provincial Revenue Fund; or
- (ii) by way of a tax, levy or other statutory money;

[Definition of "[provincial government business enterprise](#)" inserted by [s. 1 \(g\)](#) of [Act No. 29 of 1999](#).]

"provincial government component" means a provincial government component listed in Part B of [Schedule 3](#) to the Public Service Act, 1994;

[Definition of "provincial department" inserted by s. 1 (g) of Act No. 29 of 1999 and substituted by s. 43 of Act No. 30 of 2007.]

"provincial public entity" means—

(a)

a provincial government business enterprise; or

(b)

a board, commission, company, corporation, fund or other entity (other than a provincial government business enterprise) which is—

(i) established in terms of legislation or a provincial constitution;

(ii) fully or substantially funded either from a Provincial Revenue Fund or by way of a tax, levy or other money imposed in terms of legislation; and

(iii) accountable to a provincial legislature;

[Definition of "provincial public entity" inserted by s. 1 (g) of Act No. 29 of 1999.]

"provincial treasury" means a treasury established in terms of section 17;

[Definition of "provincial treasury" inserted by s. 1 (g) of Act No. 29 of 1999.]

"public entity" means a national or provincial public entity;

[Definition of "public entity" substituted by s. 1 (h) of Act No. 29 of 1999.]

"Revenue Fund" means—

(a)

the National Revenue Fund mentioned in section 213 of the Constitution; or

(b)

a Provincial Revenue Fund mentioned in section 226 of the Constitution;

[Definition of "Revenue Fund" amended by s. 1 (f) of Act No. 29 of 1999.]

"this Act" includes any regulations and instructions in terms of section 69, 76, 85 or 91;

"trading entity" means an entity operating within the administration of a department for the provision or sale of goods or services, and established—

(a)

in the case of a national department, with the approval of the National Treasury; or

(b)

in the case of a provincial department, with the approval of the relevant provincial treasury acting within a prescribed framework;

[Definition of "trading entity" amended by s. 1 (j) of Act No. 29 of 1999.]

"treasury" means the National Treasury or a provincial treasury, as may be appropriate in the circumstances;

[Definition of "treasury" substituted by s. 1 (k) of Act No. 29 of 1999.]

"unauthorised expenditure" means—

- (a) overspending of a vote or a main division within a vote;
- (b) expenditure not in accordance with the purpose of a vote or, in the case of a main division, not in accordance with the purpose of the main division;

"vote" means one of the main segments into which an appropriation Act is divided and which—

- (a) specifies the total amount which is usually appropriated per department in an appropriation Act; and
- (b) is separately approved by Parliament or a provincial legislature, as may be appropriate, before it approves the relevant draft appropriation Act as such.

[Definition of "vote" amended by s. 1 (f) of Act No. 29 of 1999.]

2. Object of this Act.—The object of this Act is to secure transparency, accountability, and sound management of the revenue, expenditure, assets and liabilities of the institutions to which this Act applies.

3. Institutions to which this Act applies.—(1) This Act, to the extent indicated in the Act, applies to—

- (a) departments;
- (b) public entities listed in Schedule 2 or 3;
- (c) constitutional institutions; and
- (d) the provincial legislatures, subject to subsection (2).

[Para. (d) substituted by s. 2 (a) of Act No. 29 of 1999 and amended by s. 72 (b) (i) of Act No. 10 of 2009.]

(2) To the extent that a provision of this Act applies to—

- (a)

[Para. (a) repealed by s. 72 (b) (ii) of Act No. 10 of 2009.]

(b)

a provincial legislature, any controlling and supervisory functions of the National Treasury and a provincial treasury in terms of that provision are performed by the Speaker of the provincial legislature.

[Para. (b) added by s. 2 (b) of Act No. 29 of 1999.]

(3) In the event of any inconsistency between this Act and any other legislation, this Act prevails.

4. Amendments to this Act.—Draft legislation directly or indirectly amending this Act, or providing for the enactment of subordinate legislation that may conflict with this Act, may be introduced in Parliament—

(a)

by the Minister only; or

(b)

only after the Minister has been consulted on the contents of the draft legislation.

CHAPTER 2

NATIONAL TREASURY AND NATIONAL REVENUE FUND

Part 1: National Treasury

5. Establishment.—(1) A National Treasury is hereby established, consisting of—

(a)

the Minister, who is the head of the Treasury; and

(b)

the national department or departments responsible for financial and fiscal matters.

(2) The Minister, as the head of the National Treasury, takes the policy and other decisions of the Treasury, except those decisions taken as a result of a delegation or instruction in terms of section 10.

6. Functions and powers.—(1) The National Treasury must—

(a)

promote the national government's fiscal policy framework and the co-ordination of macro-economic policy;

(b)

co-ordinate inter-governmental financial and fiscal relations;

- (c) manage the budget preparation process;
- (d) exercise control over the implementation of the annual national budget, including any adjustments budgets;
- (e) facilitate the implementation of the annual Division of Revenue Act;
- (f) monitor the implementation of provincial budgets;
- (g) promote and enforce transparency and effective management in respect of revenue, expenditure, assets and liabilities of departments, public entities and constitutional institutions; and
- (h) perform the other functions assigned to the National Treasury in terms of this Act.

(2) To the extent necessary to perform the functions mentioned in subsection (1), the National Treasury—

- (a) must prescribe uniform treasury norms and standards;
- (b) must enforce this Act and any prescribed norms and standards, including any prescribed standards of generally recognised accounting practice and uniform classification systems, in national departments;
- (c) must monitor and assess the implementation of this Act, including any prescribed norms and standards, in provincial departments, in public entities and in constitutional institutions;

[Para. (c) substituted by s. 3 of Act No. 29 of 1999.]
- (d) may assist departments and constitutional institutions in building their capacity for efficient, effective and transparent financial management;
- (e) may investigate any system of financial management and internal control in any department, public entity or constitutional institution;
- (f)

must intervene by taking appropriate steps, which may include steps in terms of [section 100 of the Constitution](#) or the withholding of funds in terms of [section 216 \(2\) of the Constitution](#), to address a serious or persistent material breach of this Act by a department, public entity or constitutional institution; and

(g)

may do anything further that is necessary to fulfil its responsibilities effectively.

(3) [Subsections \(1\) \(g\) and \(2\)](#) apply to public entities listed in [Schedule 2](#) only to the extent provided for in this Act.

7. Banking, cash management and investment framework.—(1) The National Treasury must prescribe a framework within which departments, public entities listed in [Schedule 3](#) and constitutional institutions must conduct their cash management.

(2) A department authorised to open a bank account in terms of the prescribed framework, a public entity or a constitutional institution may open a bank account only—

(a)

with a bank registered in South Africa and approved in writing by the National Treasury; and

(b)

after any prescribed tendering procedures have been complied with.

(3) A department, public entity listed in [Schedule 3](#) or constitutional institution may not open a bank account abroad or with a foreign bank except with the written approval of the National Treasury.

(4) The National Treasury may prescribe an investment policy for public entities, constitutional institutions and those departments authorised to open a bank or other account in terms of the prescribed framework.

(5) A bank which has opened a bank account for a department, a public entity listed in [Schedule 3](#) or a constitutional institution, or any other institution that holds money for a department, a public entity listed in [Schedule 3](#) or a constitutional institution, must promptly disclose information regarding the account when so requested by the National Treasury or the Auditor-General, or, in the case of a provincial department or provincial public entity, by the National Treasury, the Auditor-General or the relevant provincial treasury.

[[Sub-s. \(5\)](#) substituted by [s. 4 of Act No. 29 of 1999](#).]

8. Annual consolidated financial statements.—(1) The National Treasury must—

(a)

prepare consolidated financial statements in accordance with generally recognised accounting practice for each financial year in respect of—

(i) national departments;

- (ii) public entities under the ownership control of the national executive;
- (iii) constitutional institutions;
- (iv) the South African Reserve Bank;
- (v) the Auditor-General; and
- (vi) Parliament; and

(b)

submit those statements for audit to the Auditor-General within three months after the end of that financial year.

(2) The Auditor-General must audit the consolidated financial statements and submit an audit report on the statements to the National Treasury within three months of receipt of the statements.

(3) The Minister must submit the consolidated financial statements and the audit report on those statements within one month of receiving the report from the Auditor-General, to Parliament for tabling in both Houses.

(4) The consolidated financial statements must be made public when submitted to Parliament.

(5) If the Minister fails to submit the consolidated financial statements and the Auditor-General's audit report on those statements to Parliament within seven months after the end of the financial year to which those statements relate—

(a)

the Minister must submit to Parliament a written explanation setting out the reasons why they were not submitted; and

(b)

the Auditor-General may issue a special report on the delay.

(Date of commencement of [s. 8](#): 1 April, 2003.)

9. Financial statistics and aggregations.—The National Treasury may annually compile in accordance with international standards, and publish in the national *Government Gazette*, financial statistics and aggregations concerning all spheres of government.

10. Delegations by National Treasury.—(1) The Minister may—

(a)

in writing delegate any of the powers entrusted to the National Treasury in terms of this Act, to the head of a department forming part of the National Treasury, or instruct that head of department to perform any of the duties assigned to the National Treasury in terms of this Act; and

(b)

in relation to a provincial department or provincial public entity, in writing delegate any of the powers entrusted to the National Treasury in terms of this Act to a provincial treasury, or request that treasury to perform any of the duties assigned to the National Treasury in terms of this Act, as the Minister and the relevant MEC for finance may agree.

[Para. (b) added by s. 5 (a) of Act No. 29 of 1999.]

(2) A delegation, instruction or request in terms of subsection (1) to the head of a department forming part of the National Treasury, or to a provincial treasury—

(a)

is subject to any limitations or conditions that the Minister may impose;

(b)

may authorise that head, in the case of subsection (1) (a)—

(i) to sub-delegate, in writing, the delegated power to another National Treasury official, or to the holder of a specific post in the National Treasury, or to the accounting officer of a constitutional institution or a department, or to the accounting authority for a public entity; or

(ii) to instruct another National Treasury official, or the holder of a specific post in the National Treasury, or the accounting officer for a constitutional institution or a department, or the accounting authority for a public entity, to perform the assigned duty;

(c)

may authorise a provincial treasury, in the case of subsection (1) (b)—

(i) to sub-delegate, in writing, the delegated power to an official in that provincial treasury, or to the holder of a specific post in that provincial treasury, or to the accounting officer for a provincial department, or to the accounting authority for a provincial public entity; or

(ii) to instruct an official in that provincial treasury, or the holder of a specific post in that provincial treasury, or the accounting officer for a provincial department, or the accounting authority for a provincial public entity, to perform the assigned duty; and

[Para. (c) inserted by s. 5 (d) of Act No. 29 of 1999.]

(d)

does not divest the Minister of the responsibility concerning the exercise of the delegated power or the performance of the assigned duty.

[Sub-s. (2) amended by s. 5 (b) of Act No. 29 of 1999.]

(3) The Minister may confirm, vary or revoke any decision taken by the head of a department forming part of the National Treasury, or by a provincial treasury, as a result of a delegation, instruction or request in terms of subsection (1) (a) or (b), or by a treasury official or accounting officer or accounting authority as a result of an authorisation in terms of subsection (2) (b) or (c), subject to any rights that may have become vested as a consequence of the decision.

[Sub-s. (3) substituted by s. 5 (e) of Act No. 29 of 1999.]

Part 2: National Revenue Fund

11. Control of National Revenue Fund.—(1) The National Treasury is in charge of the National Revenue Fund and must enforce compliance with the provisions of section 213 of the Constitution, namely that—

(a)

all money received by the national government must be paid into the Fund, except money reasonably excluded by this Act or another Act of Parliament; and

(b)

(i) no money may be withdrawn from the Fund except—
in terms of an appropriation by an Act of Parliament; or

(ii) as a direct charge against the Fund, subject to section 15 (1) (a) (ii).

(2) Draft legislation that provides for a withdrawal from the National Revenue Fund as a direct charge against the Fund, may be introduced in Parliament only after the Minister has been consulted and has consented to the direct charge.

(3) Money that must be paid into the National Revenue Fund is paid into the Fund by depositing it into a bank account of the Fund in accordance with any requirements that may be prescribed.

(4) The National Treasury must establish appropriate and effective cash management and banking arrangements for the National Revenue Fund.

(5) The National Treasury must ensure that there is at all times sufficient money in the National Revenue Fund.

12. Deposits and withdrawals by South African Revenue Services in Revenue Funds.—

(1) The South African Revenue Services must promptly deposit into a Revenue Fund all taxes, levies, duties, fees and other moneys collected by it for that Revenue Fund, in accordance with a framework determined by the National Treasury.

(2) The South African Revenue Services may, despite section 15 (1), withdraw money from the National Revenue Fund—

- (a) to refund any tax, levy or duty credits or any other charges in connection with taxes, levies or duties;
- (b) to make other refunds approved by the National Treasury; or
- (c) to transfer to a member of the South African Customs Union any money collected on its behalf.

(3) The National Treasury must promptly transfer all taxes, levies, duties, fees and other moneys collected by the South African Revenue Services for a province and deposited into the National Revenue Fund, to that province's Provincial Revenue Fund.

(4) Withdrawals in terms of [subsection \(2\)](#) or [\(3\)](#) are direct charges against the National Revenue Fund.

13. Deposits into National Revenue Fund.—(1) All money received by the national government must be paid into the National Revenue Fund, except money received by—

- (a)
[[Para. \(a\)](#) repealed by [s. 72 \(b\) \(iii\)](#) of [Act No. 10 of 2009](#).]
- (b) a national public entity;
- (c) the South African Reserve Bank;
- (d) the Auditor-General;
- (e) the national government from donor agencies which in terms of legislation or the agreement with the donor, must be paid to the Reconstruction and Development Programme Fund;
- (f) a national department—
 - (i) operating a trading entity, if the money is received in the ordinary course of operating the trading entity;
 - (ii) in trust for a specific person or category of persons or for a specific purpose;

(iii) from another department to render an agency service for that department; or

(iv) if the money is of a kind described in [Schedule 4](#); or

(g)

a constitutional institution—

(i) in trust for a specific person or category of persons or for a specific purpose;
or

(ii) if the money is of a kind described in [Schedule 4](#).

(2) The exclusion in [subsection \(1\) \(b\)](#) does not apply to a national public entity which is not listed in [Schedule 2](#) or [3](#) but which in terms of [section 47](#) is required to be listed.

(Date of commencement of [sub-s. \(2\)](#): 1 April, 2001.)

(3) Draft legislation that excludes money from payment into the National Revenue Fund may be introduced in Parliament only after the Minister has been consulted on the reasonableness of the exclusion and has consented to the exclusion.

(4) Any legislation inconsistent with [subsection \(1\)](#) is of no force and effect to the extent of the inconsistency.

(5) Money received by a national public entity listed in [Schedule 2](#) or [3](#), the South African Reserve Bank or the Auditor-General must be paid into a bank account opened by the institution concerned.

[\[Sub-s. \(5\) amended by s. 72 \(b\) \(iv\) of Act No. 10 of 2009.\]](#)

14. Withdrawal of exclusions.—(1) The National Treasury may withdraw, from a date determined by it, any exclusion granted to a national department, a constitutional institution or a national public entity in terms of [section 13 \(1\)](#), either with regard to all money or with regard to money of a specific kind received by that department, constitutional institution or public entity, if—

(a)

the exclusion is not reasonable within the context of [section 213](#) of [the Constitution](#); or

(b)

the National Treasury regards the withdrawal of the exclusion to be necessary for transparency or more effective and accountable financial management.

(2) The exclusion in terms of [section 13 \(1\)](#) of the following public entities may not be withdrawn:

(a)

A national government business enterprise which is a company and in which the state is not the sole shareholder; and

(b)

the national public entities listed in [Schedule 2](#).

(3) From the date on which the withdrawal of an exclusion in terms of [subsection \(1\)](#) takes effect until the end of the relevant financial year, the National Treasury may transfer money from the National Revenue Fund, as a direct charge against the Fund, to the national department or public entity affected by the withdrawal, provided that the amount of the transfer does not exceed the amount that would otherwise have been excluded from payment into the Fund.

(4) The Minister must promptly inform Parliament of any withdrawal of an exclusion in terms of [subsection \(1\)](#).

15. Withdrawals and investments from National Revenue Fund.—(1) Only the National Treasury may withdraw money from the National Revenue Fund, and may do so only—

(a)

to provide funds that have been authorised—

(i) in terms of an appropriation by an Act of Parliament; or

(ii) as a direct charge against the National Revenue Fund provided for in [the Constitution](#) or this Act, or in any other Act of Parliament provided the direct charge in such a case is listed in [Schedule 5](#);

(Date of commencement of proviso: 31 August, 2001.)

(b)

to refund money invested by a province in the National Revenue Fund; or

(c)

to refund money incorrectly paid into, or which is not due to, the National Revenue Fund.

(2) A payment in terms of [subsection \(1\) \(b\)](#) or [\(c\)](#) is a direct charge against the National Revenue Fund.

(3) (a) The National Treasury may invest temporarily, in the Republic or elsewhere, money in the National Revenue Fund that is not immediately needed.

(b) When money in the National Revenue Fund is invested, the investment, including interest earned, is regarded as part of the National Revenue Fund.

16. Use of funds in emergency situations.—(1) The Minister may authorise the use of funds from the National Revenue Fund to defray expenditure of an exceptional nature which is currently not provided for and which cannot, without serious prejudice to the public interest, be postponed to a future parliamentary appropriation of funds.

(2) The combined amount of any authorisations in terms of [subsection \(1\)](#), may not exceed two per cent of the total amount appropriated in the annual national budget for the current financial year.

(3) An amount authorised in terms of [subsection \(1\)](#) is a direct charge against the National Revenue Fund.

(4) An amount authorised in terms of [subsection \(1\)](#) must—

(a)

be reported to Parliament and the Auditor-General within 14 days, or if the funds are authorised for the deployment of the security services, within a period determined by the President; and

(b)

be attributed to a vote.

(5) A report to Parliament in terms of [subsection \(4\) \(a\)](#) must be submitted to the National Assembly for tabling in the Assembly and made public.

(6) Expenditure in terms of [subsection \(1\)](#) must be included either in the next adjustments budget for the financial year in which the expenditure is authorised or in other appropriation legislation tabled in the National Assembly within 120 days of the Minister authorising the expenditure, whichever is the sooner.

CHAPTER 3

PROVINCIAL TREASURIES AND PROVINCIAL REVENUE FUNDS

[[Chapter 3](#) inserted by [s. 6](#) of [Act No. 29 of 1999](#).]

Part 1: Provincial Treasuries

17. Establishment.—(1) There is a provincial treasury for each province, consisting of—

(a)

the MEC for finance in the province, who is the head of the provincial treasury; and

(b)

the provincial department responsible for financial matters in the province.

(2) The MEC for finance as the head of a provincial treasury takes the policy and other decisions of the treasury, except those decisions taken as a result of a delegation or instruction in terms of [section 20](#).

18. Functions and powers.—(1) A provincial treasury must—

- (a) prepare the provincial budget;
- (b) exercise control over the implementation of the provincial budget;
- (c) promote and enforce transparency and effective management in respect of revenue, expenditure, assets and liabilities of provincial departments and provincial public entities; and
- (d) ensure that its fiscal policies do not materially and unreasonably prejudice national economic policies.

(2) A provincial treasury—

- (a) must issue provincial treasury instructions not inconsistent with this Act;
(Date of commencement of para. (a): 31 August, 2001.)
- (b) must enforce this Act and any prescribed national and provincial norms and standards, including any prescribed standards of generally recognised accounting practice and uniform classification systems, in provincial departments;
- (c) must comply with the annual Division of Revenue Act, and monitor and assess the implementation of that Act in provincial public entities;
- (d) must monitor and assess the implementation in provincial public entities of national and provincial norms and standards;
- (e) may assist provincial departments and provincial public entities in building their capacity for efficient, effective and transparent financial management;
- (f) may investigate any system of financial management and internal control applied by a provincial department or a provincial public entity;

(g)

must intervene by taking appropriate steps, which may include the withholding of funds, to address a serious or persistent material breach of this Act by a provincial department or a provincial public entity;

(h)

must promptly provide any information required by the National Treasury in terms of this Act; and

(i)

may do anything further that is necessary to fulfil its responsibilities effectively.

[S. 18 inserted by s. 6 of Act No. 29 of 1999.]

19. Annual consolidated financial statements.—(1) A provincial treasury must—

(a)

prepare consolidated financial statements, in accordance with generally recognised accounting practice, for each financial year in respect of—

(i) provincial departments in the province;

(ii) public entities under the ownership control of the provincial executive of the province; and

(iii) the provincial legislature in the province; and

(b)

submit those statements to the Auditor-General within three months after the end of that financial year.

(2) The Auditor-General must audit the consolidated financial statements and submit an audit report on the statements to the provincial treasury of the province concerned within three months of receipt of the statements.

(3) The MEC for finance in a province must submit the consolidated financial statements and the audit report, within one month of receiving the report from the Auditor-General, to the provincial legislature for tabling in the legislature.

(4) The consolidated financial statements must be made public when submitted to the provincial legislature.

(5) If the MEC for finance fails to submit the consolidated financial statements and the Auditor-General's audit report on those statements to the provincial legislature within seven months after the end of the financial year to which those statements relate—

(a)

the MEC must submit to the legislature a written explanation setting out the reasons why they were not submitted; and

(b)

the Auditor-General may issue a special report on the delay.

[S. 19 inserted by s. 6 of Act No. 29 of 1999.]

(Date of commencement of s. 19: 1 April, 2003.)

20. Delegations by provincial treasuries.—(1) The MEC for finance in a province may, in writing, delegate any of the powers entrusted or delegated to the provincial treasury in terms of this Act to the head of the department referred to in section 17 (1) (b), or instruct that head of department to perform any of the duties assigned to the provincial treasury in terms of this Act.

(2) A delegation or instruction in terms of subsection (1) to the head of the department referred to in section 17 (1) (b)—

(a)

is subject to any limitations or conditions that the MEC for finance may impose;

(b)

may authorise that head—

(i) to, in writing, sub-delegate the delegated power to another treasury official or the holder of a specific post in that treasury, or to the accounting officer for a provincial department, or to the accounting authority for a provincial public entity in the province; or

(ii) to instruct another provincial treasury official or the holder of a specific post in that treasury, or the accounting officer for a provincial department, or the accounting authority for a provincial public entity in the province, to perform the assigned duty; and

(c)

does not divest the MEC for finance of the responsibility concerning the exercise of the delegated power or the performance of the assigned duty.

(3) The MEC for finance may confirm, vary or revoke any decision taken by the head of the department referred to in section 17 (1) (b), as a result of a delegation or instruction in terms of subsection (1), or by a treasury official or accounting officer or accounting authority as a result of an authorisation in terms of subsection (2) (b), subject to any rights that may have become vested as a consequence of the decision.

[S. 20 inserted by s. 6 of Act No. 29 of 1999.]

Part 2: Provincial Revenue Funds

21. Control of Provincial Revenue Funds.—(1) The provincial treasury of a province is in charge of that province's Provincial Revenue Fund and must enforce compliance with the provisions of section 226 of the Constitution, namely that—

(a)

all money received by the provincial government must promptly be paid into the Fund, except money reasonably excluded by this Act or another Act of Parliament; and

(b)

no money may be withdrawn from the Fund except—

(i) in terms of an appropriation by a provincial Act; or

(ii) as a direct charge against the Fund when it is provided for in the Constitution or a provincial Act.

(2) Money that must be paid into the Provincial Revenue Fund is paid into the Fund by depositing it into a bank account of the Fund in accordance with any requirements that may be prescribed.

(3) A provincial treasury must establish appropriate and effective cash management and banking arrangements for its Provincial Revenue Fund in accordance with the framework that must be prescribed in terms of section 7.

[S. 21 inserted by s. 6 of Act No. 29 of 1999.]

22. Deposits into Provincial Revenue Funds.—(1) All money received by a provincial government, including the province's equitable share, and grants made to it, in terms of the annual Division of Revenue Act, must be paid into the province's Provincial Revenue Fund, except money received by—

(a)

the provincial legislature in the province;

(b)

a provincial public entity in the province;

(c)

the provincial government from donor agencies which in terms of legislation or the agreement with the donor, must be paid to the Reconstruction and Development Programme Fund;

(d)

a provincial department in the province—

(i) operating a trading entity, if the money is received in the ordinary course of operating the trading entity;

(ii) in trust for a specific person or category of persons or for a specific purpose;

(iii) from another department to render an agency service on behalf of that department;

(iv) in terms of the annual Division of Revenue Act, if the money is exempted by that Act from payment into the Revenue Fund; or

(v) if the money is of a kind described in [Schedule 4](#).

(2) The exclusion in [subsection \(1\) \(b\)](#) does not apply to a provincial public entity in the province which is not listed in [Schedule 3](#) but which, in terms of [section 47](#), is required to be listed.

(Date of commencement of [sub-s. \(2\)](#): 1 April, 2001.)

(3) Draft legislation that excludes money from payment into a Provincial Revenue Fund may be introduced in Parliament only after the Minister has been consulted on the reasonableness of the exclusion and has consented to the exclusion.

(4) Any legislation inconsistent with [subsection \(1\)](#) is of no force and effect to the extent of the inconsistency.

(5) Money received by a provincial legislature or a provincial public entity listed in [Schedule 3](#) must be paid into a bank account opened by the entity concerned.

[[S. 22](#) inserted by [s. 6](#) of [Act No. 29 of 1999](#).]

23. Withdrawal of exclusions from Provincial Revenue Funds.—(1) The National Treasury, after having consulted the relevant provincial treasury, may withdraw, from a date determined by it, any exclusion granted to a provincial department or provincial public entity in terms of [section 22 \(1\)](#), either with regard to all money or with regard to money of a specific kind received by that department or public entity, if—

(a)

the exclusion is not reasonable within the context of [section 226](#) of [the Constitution](#); or

(b)

the National Treasury regards the withdrawal of the exclusion to be necessary for transparency or more effective and accountable financial management.

(2) The exclusion in terms of section 22 (1) of a provincial government business enterprise which is a company and in which the relevant province is not the sole shareholder, may not be withdrawn, provided the National Treasury has given its prior written approval to the province to participate in a company that is not wholly owned by the province.

(3) From the date on which the withdrawal of an exclusion in terms of subsection (1) takes effect until the end of the relevant financial year, a provincial treasury may transfer money from the Provincial Revenue Fund, as a direct charge against the Fund, to the provincial department or provincial public entity affected by the withdrawal of the exclusion—

(a)

if a provincial Act provides for the transfer to be a direct charge; and

(b)

provided that the amount of the transfer does not exceed the amount that would otherwise have been excluded from payment into the Fund.

(4) The Minister must promptly inform Parliament of any withdrawal of an exclusion in terms of subsection (1).

[S. 23 inserted by s. 6 of Act No. 29 of 1999.]

24. Withdrawals and investments from Provincial Revenue Funds.—(1) Only a provincial treasury may withdraw money from a Provincial Revenue Fund, and may do so only—

(a)

to provide funds that have been authorised—

(i) in terms of an appropriation by a provincial Act; or

(ii) as a direct charge against the Provincial Revenue Fund provided for in the Constitution or a provincial Act;

(b)

to refund money incorrectly paid into, or which is not due to, the Provincial Revenue Fund; or

(c)

to deposit into or invest money in the National Revenue Fund.

(2) A payment in terms of subsection (1) (b) or (c) is a direct charge against a Provincial Revenue Fund if a provincial Act so provides.

(3) (a) A provincial treasury, in accordance with a prescribed framework, may invest temporarily in the Republic money in the province's Provincial Revenue Fund that is not immediately needed.

(b) When money in a Provincial Revenue Fund is invested, the investment, including interest earned, is regarded as part of that Fund.

[S. 24 inserted by s. 6 of Act No. 29 of 1999.]

25. Use of funds in emergency situations.—(1) The MEC for finance in a province may authorise the use of funds from that province's Provincial Revenue Fund to defray expenditure of an exceptional nature which is currently not provided for and which cannot, without serious prejudice to the public interest in the province, be postponed to a future appropriation by the provincial legislature.

(2) The combined amount of any authorisations in terms of [subsection \(1\)](#) may not exceed two per cent of the total amount appropriated in the annual provincial budget for the current financial year.

(3) An amount authorised in terms of [subsection \(1\)](#) is a direct charge against the Provincial Revenue Fund if a provincial Act so provides.

(4) An amount authorised in terms of [subsection \(1\)](#) must—

(a)

be reported to the provincial legislature and the Auditor-General within 14 days; and

(b)

be attributed to a vote.

(5) A report to a provincial legislature in terms of [subsection \(4\) \(a\)](#) must be submitted to the provincial legislature for tabling in the legislature and made public.

(6) Expenditure in terms of [subsection \(1\)](#) must be included either in the next provincial adjustments budget for the financial year in which the expenditure is authorised, or in other appropriation legislation tabled in the provincial legislature within 120 days of the MEC for finance in the province authorising the expenditure, whichever is the sooner.

[S. 25 inserted by s. 6 of Act No. 29 of 1999.]

CHAPTER 4

NATIONAL AND PROVINCIAL BUDGETS

[Heading substituted by s. 8 of Act No. 29 of 1999.]

26. Annual appropriations.—Parliament and each provincial legislature must appropriate money for each financial year for the requirements of the state and the province, respectively.

[S. 26 substituted by s. 9 of Act No. 29 of 1999.]

27. National annual budgets.—(1) The Minister must table the annual budget for a financial year in the National Assembly before the start of that financial year or, in exceptional circumstances, on a date as soon as possible after the start of that financial year, as the Minister may determine.

(2) The MEC for finance in a province must table the provincial annual budget for a financial year in the provincial legislature not later than two weeks after the tabling of the national annual budget, but the Minister may approve an extension of time for the tabling of a provincial budget.

[Sub-s. (2) inserted by s. 10 (a) of Act No. 29 of 1999.]

(3) An annual budget must be in accordance with a format as may be prescribed, and must at least contain—

- (a) estimates of all revenue expected to be raised during the financial year to which the budget relates;
- (b) estimates of current expenditure for that financial year per vote and per main division within the vote;
- (c) estimates of interest and debt servicing charges, and any repayments on loans;
- (d) estimates of capital expenditure per vote and per main division within a vote for that financial year and the projected financial implications of that expenditure for future financial years;
- (e) estimates of revenue excluded in terms of [section 13 \(1\)](#) or [22 \(1\)](#) from the relevant Revenue Fund for that financial year;
[Para. (e) substituted by s. 10 (b) of Act No. 29 of 1999.]
(Date of commencement of [para. \(e\)](#): 31 August, 2001.)
- (f) estimates of all direct charges against the relevant Revenue Fund and standing appropriations for that financial year;
[Para. (f) substituted by s. 10 (c) of Act No. 29 of 1999.]
- (g) proposals for financing any anticipated deficit for that financial year;
- (h) an indication of intentions regarding borrowing and other forms of public liability that will increase public debt during that financial year and future financial years;

(i)

the projected—

(i) revenue for the previous financial year;

(ii) expenditure per vote, and per main division within the vote, for the previous financial year; and

(iii) borrowing for the previous financial year; and

(j)

any other information as may be prescribed, including any multi-year budget information.

(4) When the annual budget is introduced in the National Assembly or a provincial legislature, the accounting officer for each department must submit to Parliament or the provincial legislature, as may be appropriate, measurable objectives for each main division within the department's vote. The relevant treasury may co-ordinate these submissions and consolidate them in one document.

[Sub-s. (4) substituted by s. 10 (d) of Act No. 29 of 1999.]

28. Multi-year budget projections.—(1) The Minister and the MEC for finance in a province must annually table in the National Assembly and in that province's provincial legislature, respectively, a multi-year budget projection of—

(a)

the estimated revenue expected to be raised during each year of the multi-year period; and

(b)

the estimated expenditure expected to be incurred per vote during each year of the multi-year period, differentiating between capital and current expenditure.

[Sub-s. (1) amended by s. 11 of Act No. 29 of 1999.]

(2) A multi-year budget projection tabled by the Minister must contain the Minister's key macro-economic projections.

29. Expenditure before annual budget is passed.—(1) If an annual budget is not passed before the start of the financial year to which it relates, funds may be withdrawn in accordance with this section from the relevant Revenue Fund for the services of the state or the province concerned during that financial year as direct charges against the Fund until the budget is passed.

[Sub-s. (1) substituted by s. 12 (a) of Act No. 29 of 1999.]

(2) Funds withdrawn from a Revenue Fund in terms of [subsection \(1\)](#)—

(a)

may be utilised only for services for which funds were appropriated in the previous annual budget or adjustments budget; and

(b)

may not—

(i) during the first four months of that financial year, exceed 45 per cent of the total amount appropriated in the previous annual budget;

(ii) during each of the following months, exceed 10 per cent of the total amount appropriated in the previous annual budget; and

(iii) in aggregate, exceed the total amount appropriated in the previous annual budget.

(3) The funds provided for in [subsection \(1\)](#) are not additional to funds appropriated for the relevant financial year, and any funds withdrawn in terms of that subsection must be regarded as forming part of the funds appropriated in the relevant annual budget for that financial year.

[[Sub-s. \(3\)](#) substituted by [s. 12 \(b\)](#) of [Act No. 29 of 1999](#).]

(4) This section does not apply in respect of a province unless a provincial Act provides that the withdrawal of funds in terms of this section is a direct charge against that province's Revenue Fund.

[[Sub-s. \(4\)](#) added by [s. 12 \(c\)](#) of [Act No. 29 of 1999](#).]

30. National adjustments budgets.—(1) The Minister may table an adjustments budget in the National Assembly as and when necessary.

(2) A national adjustments budget may only provide for—

(a)

adjustments required due to significant and unforeseeable economic and financial events affecting the fiscal targets set by the annual budget;

(b)

unforeseeable and unavoidable expenditure recommended by the national executive or any committee of Cabinet members to whom this task has been assigned;

(c)

any expenditure in terms of [section 16](#);

- (d) money to be appropriated for expenditure already announced by the Minister during the tabling of the annual budget;
- (e) the shifting of funds between and within votes or to follow the transfer of functions in terms of [section 42](#);
- (f) the utilisation of savings under a main division of a vote for the defrayment of excess expenditure under another main division of the same vote in terms of [section 43](#); and
- (g) the roll-over of unspent funds from the preceding financial year.

31. Provincial adjustments budgets.—(1) The MEC for finance in a province may table an adjustments budget in the provincial legislature, subject to [subsection \(3\)](#).

(2) An adjustments budget of a province may only provide for—

- (a) the appropriation of funds that have become available to the province;
- (b) unforeseeable and unavoidable expenditure recommended by the provincial Executive Council of the province within a framework determined by the Minister;
- (c) any expenditure in terms of [section 25](#);
- (d) money to be appropriated for expenditure already announced by the MEC for finance during the tabling of the annual budget;
- (e) the shifting of funds between and within votes or to follow the transfer of functions in terms of [section 42](#);
- (f) the utilisation of savings under a main division within a vote for the defrayment of excess expenditure under another main division within the same vote in terms of [section 43](#); and
- (g) the roll-over of unspent funds from the preceding financial year.

(3) The Minister may determine the time when an adjustments budget may be tabled in a provincial legislature, as well as the format for such budgets.

[S. 31 inserted by s. 13 of Act No. 29 of 1999.]

32. Publishing of reports on state of budget.—(1) Within 30 days after the end of each month, the National Treasury must publish in the national *Government Gazette* a statement of actual revenue and expenditure with regard to the National Revenue Fund.

(2) After the end of a prescribed period, but at least quarterly, every provincial treasury must submit to the National Treasury a statement of revenue and expenditure with regard to the Revenue Fund for which that treasury is responsible, for publication in the national *Government Gazette* within 30 days after the end of each prescribed period.

[Sub-s. (2) inserted by s. 14 of Act No. 29 of 1999.]

(3) The statement must specify the following amounts and compare those amounts in each instance with the corresponding budgeted amounts for the relevant financial year:

(a)

The actual revenue for the relevant period, and for the financial year up to the end of that period;

(b)

the actual expenditure per vote (distinguishing between capital and current expenditure) for that period, and for the financial year up to the end of that period; and

(c)

actual borrowings for that period, and for the financial year up to the end of that period.

(4) The National Treasury may determine—

(a)

the format of the statement of revenue and expenditure; and

(b)

any other detail the statement must contain.

33. Withholding of appropriated funds.—The relevant treasury—

(a)

may withhold from a department any remaining funds appropriated for a specific function if that function is transferred to another department or any other institution; and

(b)

must allocate those remaining funds to that other department or institution.

[S. 33 amended by s. 15 of Act No. 29 of 1999.]

34. Unauthorised expenditure.—(1) Unauthorised expenditure does not become a charge against a Revenue Fund except when—

(a)

the expenditure is an overspending of a vote and Parliament or a provincial legislature, as may be appropriate, approves, as a direct charge against the relevant Revenue Fund, an additional amount for that vote which covers the overspending; or

(b)

the expenditure is unauthorised for another reason and Parliament or a provincial legislature, as may be appropriate, authorises the expenditure as a direct charge against the relevant Revenue Fund.

(2) If Parliament or a provincial legislature does not approve in terms of subsection (1) (a) an additional amount for the amount of any overspending, that amount becomes a charge against the funds allocated for the next or future financial years under the relevant vote.

[S. 34 substituted by s. 16 of Act No. 29 of 1999.]

35. Unfunded mandates.—Draft national legislation that assigns an additional function or power to, or imposes any other obligation on, a provincial government, must, in a memorandum that must be introduced in Parliament with that legislation, give a projection of the financial implications of that function, power or obligation to the province.

[S. 35 inserted by s. 17 of Act No. 29 of 1999.]

CHAPTER 5

DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS

Part 1: Appointment of Accounting Officers

36. Accounting officers.—(1) Every department and every constitutional institution must have an accounting officer.

(2) Subject to subsection (3)—

(a)

the head of a department must be the accounting officer for the department; and

(b)

the chief executive officer of a constitutional institution must be the accounting officer for that institution.

(3) The relevant treasury may, in exceptional circumstances, approve or instruct in writing that a person other than the person mentioned in subsection (2) be the accounting officer for—

(a)
a department or a constitutional institution; or

(b)
a trading entity within a department.

[Sub-s. (3) amended by s. 18 (a) of Act No. 29 of 1999.]

(4) The relevant treasury may at any time withdraw in writing an approval or instruction in terms of [subsection \(3\)](#).

[Sub-s. (4) substituted by s. 18 (b) of Act No. 29 of 1999.]

(5) The employment contract of an accounting officer for a department, trading entity or constitutional institution must be in writing and, where possible, include performance standards. The provisions of [sections 38 to 42](#), as may be appropriate, are regarded as forming part of each such contract.

37. Acting accounting officers.—When an accounting officer is absent or otherwise unable to perform the functions of accounting officer, or during a vacancy, the functions of accounting officer must be performed by the official acting in the place of that accounting officer.

Part 2: Responsibilities of Accounting Officers

38. General responsibilities of accounting officers.—(1) The accounting officer for a department, trading entity or constitutional institution—

(a)
must ensure that that department, trading entity or constitutional institution has and maintains—

(i) effective, efficient and transparent systems of financial and risk management and internal control;

(ii) a system of internal audit under the control and direction of an audit committee complying with and operating in accordance with regulations and instructions prescribed in terms of [sections 76 and 77](#);

(iii) an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective;

(iv) a system for properly evaluating all major capital projects prior to a final decision on the project;

- (b) is responsible for the effective, efficient, economical and transparent use of the resources of the department, trading entity or constitutional institution;
- (c) must take effective and appropriate steps to—
- (i) collect all money due to the department, trading entity or constitutional institution;
 - (ii) prevent unauthorised, irregular and fruitless and wasteful expenditure and losses resulting from criminal conduct; and
 - (iii) manage available working capital efficiently and economically;
- (d) is responsible for the management, including the safe-guarding and the maintenance of the assets, and for the management of the liabilities, of the department, trading entity or constitutional institution;
- (e) must comply with any tax, levy, duty, pension and audit commitments as may be required by legislation;
- (f) must settle all contractual obligations and pay all money owing, including inter-governmental claims, within the prescribed or agreed period;
- (g) on discovery of any unauthorised, irregular or fruitless and wasteful expenditure, must immediately report, in writing, particulars of the expenditure to the relevant treasury and in the case of irregular expenditure involving the procurement of goods or services, also to the relevant tender board;
- [Para. (g) substituted by s. 19 of Act No. 29 of 1999.]
- (h) must take effective and appropriate disciplinary steps against any official in the service of the department, trading entity or constitutional institution who—
- (i) contravenes or fails to comply with a provision of this Act;

(ii) commits an act which undermines the financial management and internal control system of the department, trading entity or constitutional institution;
or

(iii) makes or permits an unauthorised expenditure, irregular expenditure or fruitless and wasteful expenditure;

(i)

when transferring funds in terms of the annual Division of Revenue Act, must ensure that the provisions of that Act are complied with;

(j)

before transferring any funds (other than grants in terms of the annual Division of Revenue Act or to a constitutional institution) to an entity within or outside government, must obtain a written assurance from the entity that that entity implements effective, efficient and transparent financial management and internal control systems, or, if such written assurance is not or cannot be given, render the transfer of the funds subject to conditions and remedial measures requiring the entity to establish and implement effective, efficient and transparent financial management and internal control systems;

(k)

must enforce compliance with any prescribed conditions if the department, trading entity or constitutional institution gives financial assistance to any entity or person;

(l)

must take into account all relevant financial considerations, including issues of propriety, regularity and value for money, when policy proposals affecting the accounting officer's responsibilities are considered, and when necessary, bring those considerations to the attention of the responsible executive authority;

(m)

must promptly consult and seek the prior written consent of the National Treasury on any new entity which the department or constitutional institution intends to establish or in the establishment of which it took the initiative; and

(n)

must comply, and ensure compliance by the department, trading entity or constitutional institution, with the provisions of this Act.

(2) An accounting officer may not commit a department, trading entity or constitutional institution to any liability for which money has not been appropriated.

39. Accounting officers' responsibilities relating to budgetary control.—(1) The accounting officer for a department is responsible for ensuring that—

- (a) expenditure of that department is in accordance with the vote of the department and the main divisions within the vote; and
- (b) effective and appropriate steps are taken to prevent unauthorised expenditure.

(2) An accounting officer, for the purposes of [subsection \(1\)](#), must—

- (a) take effective and appropriate steps to prevent any overspending of the vote of the department or a main division within the vote;
- (b) report to the executive authority and the relevant treasury any impending—

- (i) under collection of revenue due;

- (ii) shortfalls in budgeted revenue; and

- (iii) overspending of the department's vote or a main division within the vote; and

[\[Para. \(b\) amended by s. 20 \(a\) of Act No. 29 of 1999.\]](#)

- (c) comply with any remedial measures imposed by the relevant treasury in terms of this Act to prevent overspending of the vote or a main division within the vote.

[\[Para. \(c\) substituted by s. 20 \(b\) of Act No. 29 of 1999.\]](#)

40. Accounting officers' reporting responsibilities.—(1) The accounting officer for a department, trading entity or constitutional institution—

- (a) must keep full and proper records of the financial affairs of the department, trading entity or constitutional institution in accordance with any prescribed norms and standards;
- (b) must prepare financial statements for each financial year in accordance with generally recognized accounting practice;
- (c)

must submit those financial statements within two months after the end of the financial year to—

(i) the Auditor-General for auditing; and

(ii) the relevant treasury to enable that treasury to prepare consolidated financial statements in terms of [section 8](#) or [19](#);

[[Sub-para. \(ii\)](#) substituted by [s. 21 \(a\)](#) of [Act No. 29 of 1999](#).]

(d)

must submit within five months of the end of a financial year to the relevant treasury and, in the case of a department or trading entity, also to the executive authority responsible for that department or trading entity—

(i) an annual report on the activities of that department, trading entity or constitutional institution during that financial year;

(iii) the financial statements for that financial year after those statements have been audited; and

(iii) the Auditor-General's report on those statements;

[[Para. \(d\)](#) amended by [s. 21 \(b\)](#) of [Act No. 29 of 1999](#).]

(e)

must, in the case of a constitutional institution, submit to Parliament that institution's annual report and financial statements referred to in [paragraph \(d\)](#), and the Auditor-General's report on those statements, within one month after the accounting officer received the Auditor-General's audit report; and

(f)

is responsible for the submission by the department or constitutional institution of all reports, returns, notices and other information to Parliament, the relevant provincial legislature, an executive authority, the relevant treasury or the Auditor-General, as may be required by this Act.

[[Para. \(f\)](#) substituted by [s. 21 \(c\)](#) of [Act No. 29 of 1999](#).]

(2) The Auditor-General must audit the financial statements referred to in [subsection \(1\) \(b\)](#) and submit an audit report on those statements to the accounting officer within two months of receipt of the statements.

(3) The annual report and audited financial statements referred to in [subsection \(1\) \(d\)](#) must—

(a)

fairly present the state of affairs of the department, trading entity or constitutional institution, its business, its financial results, its performance against predetermined objectives and its financial position as at the end of the financial year concerned; and

(b)

include particulars of—

(i) any material losses through criminal conduct, and any unauthorised expenditure, irregular expenditure and fruitless and wasteful expenditure, that occurred during the financial year;

(ii) any criminal or disciplinary steps taken as a result of such losses, unauthorised expenditure, irregular expenditure and fruitless and wasteful expenditure;

(iii) any material losses recovered or written off; and

(iv) any other matters that may be prescribed.

(4) The accounting officer of a department must—

(a)

each year before the beginning of a financial year provide the relevant treasury in the prescribed format with a breakdown per month of the anticipated revenue and expenditure of that department for that financial year;

[Para. (a) substituted by s. 21 (d) of Act No. 29 of 1999.]

(b)

each month submit information in the prescribed format on actual revenue and expenditure for the preceding month and the amounts anticipated for that month in terms of paragraph (a); and

(c)

within 15 days of the end of each month submit to the relevant treasury and the executive authority responsible for that department—

(i) the information for that month;

(ii) a projection of expected expenditure and revenue collection for the remainder of the current financial year; and

- (iii) when necessary, an explanation of any material variances and a summary of the steps that are taken to ensure that the projected expenditure and revenue remain within budget.

[Para. (c) amended by [s. 21 \(e\)](#) of [Act No. 29 of 1999](#).]

(5) If an accounting officer is unable to comply with any of the responsibilities determined for accounting officers in this Part, the accounting officer must promptly report the inability, together with reasons, to the relevant executive authority and treasury.

41. Information to be submitted by accounting officers.—An accounting officer for a department, trading entity or constitutional institution must submit to the relevant treasury or the Auditor-General, such information, returns, documents, explanations and motivations as may be prescribed or as the relevant treasury or the Auditor-General may require.

[[S. 41](#) substituted by [s. 22](#) of [Act No. 29 of 1999](#).]

42. Accounting officers' responsibilities when assets and liabilities are transferred.—

(1) When assets or liabilities of a department are transferred to another department or other institution in terms of legislation or following a reorganisation of functions, the accounting officer for the transferring department must—

(a)

draw up an inventory of such assets and liabilities; and

(b)

provide the accounting officer for the receiving department or other institution with substantiating records, including personnel records of staff to be transferred.

(2) Both the accounting officer for the transferring department and the accounting officer for the receiving department or other institution must sign the inventory when the transfer takes place.

(3) The accounting officer for the transferring department must file a copy of the signed inventory with the relevant treasury and the Auditor-General within 14 days of the transfer.

[[Sub-s. \(3\)](#) substituted by [s. 23](#) of [Act No. 29 of 1999](#).]

43. Virement between main divisions within votes.—(1) An accounting officer for a department may utilise a saving in the amount appropriated under a main division within a vote towards the defrayment of excess expenditure under another main division within the same vote, unless the relevant treasury directs otherwise.

[[Sub-s. \(1\)](#) substituted by [s. 24 \(a\)](#) of [Act No. 29 of 1999](#).]

(2) The amount of a saving under a main division of a vote that may be utilised in terms of [subsection \(1\)](#), may not exceed eight per cent of the amount appropriated under that main division.

(3) An accounting officer must within seven days submit a report containing the prescribed particulars concerning the utilisation of a saving in terms of [subsection \(1\)](#), to the executive authority responsible for the department and to the relevant treasury.

[[Sub-s. \(3\)](#) substituted by [s. 24 \(b\)](#) of [Act No. 29 of 1999](#).]

(4) This section does not authorise the utilisation of a saving in—

(a)

an amount specifically and exclusively appropriated for a purpose mentioned under a main division within a vote;

(b)

an amount appropriated for transfer to another institution; and

(c)

an amount appropriated for capital expenditure in order to defray current expenditure.

(5) A utilisation of a saving in terms of [subsection \(1\)](#) is a direct charge against the relevant Revenue Fund provided that, in the case of a province, that province enacts such utilisation as a direct charge.

[[Sub-s. \(5\)](#) substituted by [s. 24 \(c\)](#) of [Act No. 29 of 1999](#).]

(6) The National Treasury may by regulation or instruction in terms of [section 76](#) regulate the application of this section.

Part 3: Other Officials of Departments and Constitutional Institutions

44. Assignment of powers and duties by accounting officers.—(1) The accounting officer for a department, trading entity or constitutional institution may—

(a)

in writing delegate any of the powers entrusted or delegated to the accounting officer in terms of this Act, to an official in that department, trading entity or constitutional institution; or

(b)

instruct any official in that department, trading entity or constitutional institution to perform any of the duties assigned to the accounting officer in terms of this Act.

(2) A delegation or instruction to an official in terms of [subsection \(1\)](#)—

(a)

is subject to any limitations and conditions prescribed in terms of this Act or as the relevant treasury may impose;

[[Para. \(a\)](#) substituted by [s. 25](#) of [Act No. 29 of 1999](#).]

(b)

is subject to any limitations and conditions the accounting officer may impose;

(c)

may either be to a specific individual or to the holder of a specific post in the relevant department, trading entity or constitutional institution; and

(d)

does not divest the accounting officer of the responsibility concerning the exercise of the delegated power or the performance of the assigned duty.

(3) The accounting officer may confirm, vary or revoke any decision taken by an official as a result of a delegation or instruction in terms of [subsection \(1\)](#), subject to any rights that may have become vested as a consequence of the decision.

45. Responsibilities of other officials.—An official in a department, trading entity or constitutional institution—

(a)

must ensure that the system of financial management and internal control established for that department, trading entity or constitutional institution is carried out within the area of responsibility of that official;

(b)

is responsible for the effective, efficient, economical and transparent use of financial and other resources within that official's area of responsibility;

(c)

must take effective and appropriate steps to prevent, within that official's area of responsibility, any unauthorised expenditure, irregular expenditure and fruitless and wasteful expenditure and any under collection of revenue due;

(d)

must comply with the provisions of this Act to the extent applicable to that official, including any delegations and instructions in terms of [section 44](#); and

(e)

is responsible for the management, including the safe-guarding, of the assets and the management of the liabilities within that official's area of responsibility.

CHAPTER 6

PUBLIC ENTITIES

Part 1: Application of this Chapter

46. Application.—The provisions of this Chapter apply, to the extent indicated, to all public entities listed in [Schedule 2](#) or [3](#).

47. Unlisted public entities.—(1) The Minister, by notice in the national *Government Gazette*—

- (a) must amend [Schedule 3](#) to include in the list all public entities that are not listed; and
- (b) may make technical changes to the list.

[General Note: Amended list of public entities has been published under General Notice No. 3366 in *Government Gazette* 25778 of 5 December, 2003.]

(2) The accounting authority for a public entity that is not listed in either [Schedule 2](#) or [3](#) must, without delay, notify the National Treasury, in writing, that the public entity is not listed.

(3) [Subsection \(2\)](#) does not apply to an unlisted public entity that is a subsidiary of a public entity, whether the latter entity is listed or not.

(4) The Minister may not list the following institutions in [Schedule 3](#):

- (a) A constitutional institution, the South African Reserve Bank and the Auditor-General;
- (b) any public institution which functions outside the sphere of national or provincial government; and

[[Para. \(b\)](#) substituted by [s. 26](#) of [Act No. 29 of 1999](#).]

- (c) any institution of higher education.

48. Classification of public entities.—(1) The Minister may by notice in the national *Government Gazette* classify public entities listed in [Schedule 3](#) in accordance with the relevant definitions set out in [section 1](#), as—

- (a) national government business enterprises;
- (b) provincial government business enterprises;
- (c) national public entities; and
- (d)

provincial public entities.

[Sub-s. (1) substituted by s. 27 of Act No. 29 of 1999.]

(2) A public entity is for the purposes of this Act regarded as belonging to the class in which it is classified in terms of [subsection \(1\)](#).

[General Note: Re-classification of public entities has been published under General Notice No. 504 in *Government Gazette* 22337 of 8 June, 2001.]

Part 2: Accounting Authorities for Public Entities

49. Accounting authorities.—(1) Every public entity must have an authority which must be accountable for the purposes of this Act.

(2) If the public entity—

(a)

has a board or other controlling body, that board or controlling body is the accounting authority for that entity; or

(b)

does not have a controlling body, the chief executive officer or the other person in charge of the public entity is the accounting authority for that public entity unless specific legislation applicable to that public entity designates another person as the accounting authority.

(3) The relevant treasury, in exceptional circumstances, may approve or instruct that another functionary of a public entity must be the accounting authority for that public entity.

[Sub-s. (3) substituted by s. 28 (a) of Act No. 29 of 1999.]

(4) The relevant treasury may at any time withdraw an approval or instruction in terms of [subsection \(3\)](#).

[Sub-s. (4) substituted by s. 28 (b) of Act No. 29 of 1999.]

(5) A public entity must inform the Auditor-General promptly and in writing of any approval or instruction in terms of [subsection \(3\)](#) and any withdrawal of an approval or instruction in terms of [subsection \(4\)](#).

50. Fiduciary duties of accounting authorities.—(1) The accounting authority for a public entity must—

(a)

exercise the duty of utmost care to ensure reasonable protection of the assets and records of the public entity;

(b)

act with fidelity, honesty, integrity and in the best interests of the public entity in managing the financial affairs of the public entity;

(c)

on request, disclose to the executive authority responsible for that public entity or the legislature to which the public entity is accountable, all material facts, including those reasonably discoverable, which in any way may influence the decisions or actions of the executive authority or that legislature; and

(d)

seek, within the sphere of influence of that accounting authority, to prevent any prejudice to the financial interests of the state.

(2) A member of an accounting authority or, if the accounting authority is not a board or other body, the individual who is the accounting authority, may not—

(a)

act in a way that is inconsistent with the responsibilities assigned to an accounting authority in terms of this Act; or

(b)

use the position or privileges of, or confidential information obtained as, accounting authority or a member of an accounting authority, for personal gain or to improperly benefit another person.

(3) A member of an accounting authority must—

(a)

disclose to the accounting authority any direct or indirect personal or private business interest that that member or any spouse, partner or close family member may have in any matter before the accounting authority; and

(b)

withdraw from the proceedings of the accounting authority when that matter is considered, unless the accounting authority decides that the member's direct or indirect interest in the matter is trivial or irrelevant.

51. General responsibilities of accounting authorities.—(1) An accounting authority for a public entity—

(a)

must ensure that that public entity has and maintains—

(i) effective, efficient and transparent systems of financial and risk management and internal control;

(ii) a system of internal audit under the control and direction of an audit committee complying with and operating in accordance with regulations and instructions prescribed in terms of [sections 76](#) and [77](#); and

(iii) an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective;

(iv) a system for properly evaluating all major capital projects prior to a final decision on the project;

(b)

must take effective and appropriate steps to—

(i) collect all revenue due to the public entity concerned; and

(ii) prevent irregular expenditure, fruitless and wasteful expenditure, losses resulting from criminal conduct, and expenditure not complying with the operational policies of the public entity; and

(iii) manage available working capital efficiently and economically;

(c)

is responsible for the management, including the safe-guarding, of the assets and for the management of the revenue, expenditure and liabilities of the public entity;

(d)

must comply with any tax, levy, duty, pension and audit commitments as required by legislation;

(e)

must take effective and appropriate disciplinary steps against any employee of the public entity who—

(i) contravenes or fails to comply with a provision of this Act;

(ii) commits an act which undermines the financial management and internal control system of the public entity; or

(iii) makes or permits an irregular expenditure or a fruitless and wasteful expenditure;

(f)

is responsible for the submission by the public entity of all reports, returns, notices and other information to Parliament or the relevant provincial legislature and to the relevant executive authority or treasury, as may be required by this Act;

[Para. (f) substituted by s. 29 of Act No. 29 of 1999.]

(g)

must promptly inform the National Treasury on any new entity which that public entity intends to establish or in the establishment of which it takes the initiative, and allow the National Treasury a reasonable time to submit its decision prior to formal establishment; and

(h)

must comply, and ensure compliance by the public entity, with the provisions of this Act and any other legislation applicable to the public entity.

(2) If an accounting authority is unable to comply with any of the responsibilities determined for an accounting authority in this Part, the accounting authority must promptly report the inability, together with reasons, to the relevant executive authority and treasury.

52. Annual budget and corporate plan by Schedule 2 public entities and government business enterprises.—The accounting authority for a public entity listed in Schedule 2 or a government business enterprise listed in Schedule 3 must submit to the accounting officer for a department designated by the executive authority responsible for that public entity or government business enterprise, and to the relevant treasury, at least one month, or another period agreed with the National Treasury, before the start of its financial year—

(a)

a projection of revenue, expenditure and borrowings for that financial year in the prescribed format; and

(b)

a corporate plan in the prescribed format covering the affairs of that public entity or business enterprise for the following three financial years, and, if it has subsidiaries, also the affairs of the subsidiaries.

[S. 52 amended by s. 30 of Act No. 29 of 1999.]

(Date of commencement of s. 52: 1 April, 2001.)

53. Annual budgets by non-business Schedule 3 public entities.—(1) The accounting authority for a public entity listed in Schedule 3 which is not a government business enterprise must submit to the executive authority responsible for that public entity, at least six months before the start of the financial year of the department designated in terms of subsection (2) or another period agreed to between the executive authority and the public entity, a budget of estimated revenue and expenditure for that financial year, for approval by the executive authority.

(2) The budget must be submitted to the executive authority through the accounting officer for a department designated by the executive authority, who may make recommendations to the executive authority with regard to the approval or amendment of the budget.

(3) A public entity which must submit a budget in terms of subsection (1), may not budget for a deficit and may not accumulate surpluses unless the prior written approval of the National Treasury has been obtained.

(4) The accounting authority for such a public entity is responsible for ensuring that expenditure of that public entity is in accordance with the approved budget.

(5) The National Treasury may regulate the application of this section by regulation or instruction in terms of section 76.

54. Information to be submitted by accounting authorities.—(1) The accounting authority for a public entity must submit to the relevant treasury or the Auditor-General such information, returns, documents, explanations and motivations as may be prescribed or as the relevant treasury or the Auditor-General may require.

[Sub-s. (1) substituted by s. 31 (a) of Act No. 29 of 1999.]

(2) Before a public entity concludes any of the following transactions, the accounting authority for the public entity must promptly and in writing inform the relevant treasury of the transaction and submit relevant particulars of the transaction to its executive authority for approval of the transaction:

- (a) establishment or participation in the establishment of a company;
- (b) participation in a significant partnership, trust, unincorporated joint venture or similar arrangement;
- (c) acquisition or disposal of a significant shareholding in a company;
- (d) acquisition or disposal of a significant asset;
- (e) commencement or cessation of a significant business activity; and

(f)

a significant change in the nature or extent of its interest in a significant partnership, trust, unincorporated joint venture or similar arrangement.

[Sub-s. (2) amended by s. 31 (b) of Act No. 29 of 1999.]

(3) A public entity may assume that approval has been given if it receives no response from the executive authority on a submission in terms of subsection (2) within 30 days or within a longer period as may be agreed to between itself and the executive authority.

(4) The executive authority may exempt a public entity listed in Schedule 2 or 3 from subsection (2).

55. Annual report and financial statements.—(1) The accounting authority for a public entity—

(a)

must keep full and proper records of the financial affairs of the public entity;

(b)

prepare financial statements for each financial year in accordance with generally accepted accounting practice, unless the Accounting Standards Board approves the application of generally recognised accounting practice for that public entity;

(c)

must submit those financial statements within two months after the end of the financial year—

(i) to the auditors of the public entity for auditing; and

(ii) if it is a business enterprise or other public entity under the ownership control of the national or a provincial government, to the relevant treasury; and

[Sub-para. (ii) substituted by s. 32 (a) of Act No. 29 of 1999.]

(d)

must submit within five months of the end of a financial year to the relevant treasury, to the executive authority responsible for that public entity and, if the Auditor-General did not perform the audit of the financial statements, to the Auditor-General—

(i) an annual report on the activities of that public entity during that financial year;

(ii) the financial statements for that financial year after the statements have been audited; and

(iii) the report of the auditors on those statements.

[Para. (d) amended by s. 32 (b) of Act No. 29 of 1999.]

(2) The annual report and financial statements referred to in subsection (1) (d) must—

(a)

fairly present the state of affairs of the public entity, its business, its financial results, its performance against predetermined objectives and its financial position as at the end of the financial year concerned;

(b)

include particulars of—

(i) any material losses through criminal conduct and any irregular expenditure and fruitless and wasteful expenditure that occurred during the financial year;

(ii) any criminal or disciplinary steps taken as a consequence of such losses or irregular expenditure or fruitless and wasteful expenditure;

(iii) any losses recovered or written off;

(iv) any financial assistance received from the state and commitments made by the state on its behalf; and

(v) any other matters that may be prescribed; and

(c)

include the financial statements of any subsidiaries.

(3) An accounting authority must submit the report and statements referred to in subsection (1) (d), for tabling in Parliament or the provincial legislature, to the relevant executive authority through the accounting officer of a department designated by the executive authority.

[Sub-s. (3) substituted by s. 32 (c) of Act No. 29 of 1999.]

(4) The relevant treasury may direct that, instead of a separate report, the audited financial statements of a Schedule 3 public entity which is not a government business enterprise must be incorporated in those of a department designated by that treasury.

[Sub-s. (4) substituted by s. 32 (d) of Act No. 29 of 1999.]

Part 3: Other Officials of Public Entities

56. Assignment of powers and duties by accounting authorities.—(1) The accounting authority for a public entity may—

- (a) in writing delegate any of the powers entrusted or delegated to the accounting authority in terms of this Act, to an official in that public entity; or
- (b) instruct an official in that public entity to perform any of the duties assigned to the accounting authority in terms of this Act.

(2) A delegation or instruction to an official in terms of subsection (1)—

- (a) is subject to any limitations and conditions the accounting authority may impose;
- (b) may either be to a specific individual or to the holder of a specific post in the relevant public entity; and
- (c) does not divest the accounting authority of the responsibility concerning the exercise of the delegated power or the performance of the assigned duty.

(3) The accounting authority may confirm, vary or revoke any decision taken by an official as a result of a delegation or instruction in terms of subsection (1), subject to any rights that may have become vested as a consequence of the decision.

57. Responsibilities of other officials.—An official in a public entity—

- (a) must ensure that the system of financial management and internal control established for that public entity is carried out within the area of responsibility of that official;
- (b) is responsible for the effective, efficient, economical and transparent use of financial and other resources within that official's area of responsibility;
- (c) must take effective and appropriate steps to prevent, within that official's area of responsibility, any irregular expenditure and fruitless and wasteful expenditure and any under collection of revenue due;
- (d)

must comply with the provisions of this Act to the extent applicable to that official, including any delegations and instructions in terms of [section 56](#); and

(e)

is responsible for the management, including the safe-guarding, of the assets and the management of the liabilities within that official's area of responsibility.

Part 4: External Auditors

58.

[[S. 58](#) repealed by [s. 53](#) of [Act No. 25 of 2004](#).]

59.

[[S. 59](#) repealed by [s. 53](#) of [Act No. 25 of 2004](#).]

60.

[[S. 60](#) repealed by [s. 53](#) of [Act No. 25 of 2004](#).]

61.

[[S. 61](#) repealed by [s. 53](#) of [Act No. 25 of 2004](#).]

62.

[[S. 62](#) amended by [s. 33](#) of [Act No. 29 of 1999](#) and repealed by [s. 53](#) of [Act No. 25 of 2004](#).]

CHAPTER 7 EXECUTIVE AUTHORITIES

63. Financial responsibilities of executive authorities.—(1) (a) Executive authorities of departments must perform their statutory functions within the limits of the funds authorised for the relevant vote.

(b) In performing their statutory functions executive authorities must consider the monthly reports submitted to them in terms of [section 39 \(2\) \(b\)](#) and [40 \(4\) \(c\)](#).

(2) The executive authority responsible for a public entity under the ownership control of the national or a provincial executive must exercise that executive's ownership control powers to ensure that that public entity complies with this Act and the financial policies of that executive.

[[Sub-s. \(2\)](#) substituted by [s. 34](#) of [Act No. 29 of 1999](#).]

64. Executive directives having financial implications.—(1) Any directive by an executive authority of a department to the accounting officer of the department having financial implications for the department must be in writing.

(2) If implementation of the directive is likely to result in unauthorised expenditure, the accounting officer will be responsible for any resulting unauthorised expenditure unless the accounting officer has informed the executive authority in writing of the likelihood of that unauthorised expenditure.

(3) Any decision of the executive authority to proceed with the implementation of the directive, and the reasons for the decision, must be in writing, and the accounting officer must promptly file a copy of this document with the National Treasury and the Auditor-General, and if a provincial department is involved, also with the relevant provincial treasury.

[Sub-s. (3) substituted by s. 35 of Act No. 29 of 1999.]

65. Tabling in legislatures.—(1) The executive authority responsible for a department or public entity must table in the National Assembly or a provincial legislature, as may be appropriate—

(a)

the annual report and financial statements referred to in [section 40 \(1\) \(d\)](#) or [55 \(1\) \(d\)](#) and the audit report on those statements, within one month after the accounting officer for the department or the accounting authority for the public entity received the audit report; and

(b)

the findings of a disciplinary board, and any sanctions imposed by such a board, which heard a case of financial misconduct against an accounting officer or accounting authority in terms of [section 81](#) or [83](#).

[Sub-s. (1) amended by s. 36 of Act No. 29 of 1999.]

(2) If an executive authority fails to table, in accordance with [subsection \(1\) \(a\)](#), the annual report and financial statements of the department or the public entity, and the audit report on those statements, in the relevant legislature within six months after the end of the financial year to which those statements relate—

(a)

the executive authority must table a written explanation in the legislature setting out the reasons why they were not tabled; and

(b)

the Auditor-General may issue a special report on the delay.

CHAPTER 8

LOANS, GUARANTEES AND OTHER COMMITMENTS

Part 1: General principles

66. Restrictions on borrowing, guarantees and other commitments.—(1) An institution to which this Act applies may not borrow money or issue a guarantee, indemnity or security, or enter into any other transaction that binds or may bind that institution or the Revenue Fund to any future financial commitment, unless such borrowing, guarantee, indemnity, security or other transaction—

(a)

is authorised by this Act; and

(b)

in the case of public entities, is also authorised by other legislation not in conflict with this Act; and

(c)

in the case of loans by a province or a provincial government business enterprise under the ownership control of a provincial executive, is within the limits as set in terms of the Borrowing Powers of Provincial Governments Act, 1996 ([Act No. 48 of 1996](#)).

[[Para. \(c\)](#) added by [s. 37 \(a\)](#) of [Act No. 29 of 1999](#).]

(2) A government may only through the following persons borrow money, or issue a guarantee, indemnity or security, or enter into any other transaction that binds or may bind a Revenue Fund to any future financial commitment:

(a)

The National Revenue Fund: The Minister or, in the case of the issue of a guarantee, indemnity or security, the responsible Cabinet member acting with the concurrence of the Minister in terms of [section 70](#).

(b)

A Provincial Revenue Fund: The MEC for finance in the province, acting in accordance with the Borrowing Powers of Provincial Governments Act, 1996.

[[Sub-s. \(2\)](#) substituted by [s. 37 \(b\)](#) of [Act No. 29 of 1999](#).]

(3) Public entities may only through the following persons borrow money, or issue a guarantee, indemnity or security, or enter into any other transaction that binds or may bind that public entity to any future financial commitment:

(a)

A public entity listed in [Schedule 2](#): The accounting authority for that [Schedule 2](#) public entity.

(b)

A national government business enterprise listed in [Schedule 3](#) and authorised by notice in the national *Government Gazette* by the Minister: The accounting authority for that government business enterprise, subject to any conditions the Minister may impose.

[General Note: Approval published under General Notice No. 972 in *Government Gazette* 29033 of 21 July, 2006 with effect from 21 July, 2006 and subject to Rand Water not exceeding their debt limit as provided in the *Government Gazette* Notice 23450 of 31 May, 2002.]

(c)

Any other national public entity: The Minister or, in the case of the issue of a guarantee, indemnity or security, the Cabinet member who is the executive authority responsible for that public entity, acting with the concurrence of the Minister in terms of [section 70](#).

(d)

A provincial government business enterprise listed in [Schedule 3](#) and authorised by notice in the national *Government Gazette* by the Minister: The MEC for finance in the province, acting with the concurrence of the Minister, subject to any conditions that the Minister may impose.

[[Para. \(d\)](#) added by [s. 37 \(c\)](#) of [Act No. 29 of 1999](#).]

(Date of commencement of [sub-s. \(3\)](#): 1 April, 2001.)

(4) Constitutional institutions and provincial public entities not mentioned in [subsection \(3\) \(d\)](#) may not borrow money, nor issue a guarantee, indemnity or security, nor enter into any other transaction that binds or may bind the institution or entity to any future financial commitment.

[[Sub-s. \(4\)](#) substituted by [s. 37 \(d\)](#) of [Act No. 29 of 1999](#).]

(5) Despite [subsection \(4\)](#), the Minister may in writing permit a public entity mentioned in [subsection \(3\) \(c\)](#) or [\(d\)](#) or a constitutional institution to borrow money for bridging purposes up to a prescribed limit, including a temporary bank overdraft, subject to such conditions as the Minister may impose.

[[Sub-s. \(5\)](#) substituted by [s. 37 \(e\)](#) of [Act No. 29 of 1999](#).]

(6) A person mentioned in [subsection \(2\)](#) or [\(3\)](#) may not delegate a power conferred in terms of that subsection, except with the prior written approval of the Minister.

(7) A public entity authorised to borrow money—

(a)

must annually submit to the Minister a borrowing Programme for the year; and

(b)

may not borrow money in a foreign currency above a prescribed limit, except when that public entity is a company in which the state is not the only shareholder.

(Date of commencement of [para. \(b\)](#): 1 April, 2001.)

67. No provincial foreign commitments.—A provincial government, including any provincial public entity, may not borrow money or issue a guarantee, indemnity or security or enter into any

other transaction that binds itself to any future financial commitment, denominated in a foreign currency or concluded on a foreign financial market.

[S. 67 inserted by s. 38 of Act No. 29 of 1999.]

68. Consequences of unauthorised transactions.—If a person, otherwise than in accordance with [section 66](#), lends money to an institution to which this Act applies or purports to issue on behalf of such an institution a guarantee, indemnity or security, or enters into any other transaction which purports to bind such an institution to any future financial commitment, the state and that institution is not bound by the lending contract or the guarantee, indemnity, security or other transaction.

69. Regulations on borrowing by public entities.—The Minister may regulate by regulation in terms of [section 76](#) the borrowing of money by or for or on behalf of public entities referred to in [section 66 \(3\) \(b\), \(c\) and \(d\)](#).

[S. 69 substituted by s. 39 of Act No. 29 of 1999.]

70. Guarantees, indemnities and securities by Cabinet members.—(1) A Cabinet member, with the written concurrence of the Minister (given either specifically in each case or generally with regard to a category of cases and subject to any conditions approved by the Minister), may issue a guarantee, indemnity or security which binds—

(a)

the National Revenue Fund in respect of a financial commitment incurred or to be incurred by the national executive; or

(b)

a national public entity referred to in [section 66 \(3\) \(c\)](#) in respect of a financial commitment incurred or to be incurred by that public entity.

(Date of commencement of [para. \(b\)](#): 1 April, 2001.)

(2) Any payment under a guarantee, indemnity or security issued in terms of—

(a)

[subsection \(1\) \(a\)](#), is a direct charge against the National Revenue Fund, and any such payment must in the first instance be defrayed from the funds budgeted for the department that is concerned with the issue of the guarantee, indemnity or security in question; and

(b)

[subsection \(1\) \(b\)](#), is a charge against the national public entity concerned.

(3) A Cabinet member who seeks the Minister's concurrence for the issue of a guarantee, indemnity or security in terms of [subsection \(1\) \(a\)](#) or [\(b\)](#), must provide the Minister with all relevant information as the Minister may require regarding the issue of such guarantee, indemnity or security and the relevant financial commitment.

(4) The responsible Cabinet member must at least annually report the circumstances relating to any payments under a guarantee, indemnity or security issued in terms of [subsection \(1\) \(a\)](#) or [\(b\)](#), to the National Assembly for tabling in the National Assembly.

Part 2: Loans by National Government

71. Purposes for which Minister may borrow money.—The Minister may borrow money in terms of [section 66 \(2\) \(a\)](#) for the following purposes only:

- (a)
To finance national budget deficits;
- (b)
to refinance maturing debt or a loan paid before the redemption date;
- (c)
to obtain foreign currency;
- (d)
to maintain credit balances on a bank account of the National Revenue Fund;
- (e)
to regulate internal monetary conditions should the necessity arise; or
- (f)
any other purpose approved by the National Assembly by special resolution.

72. Signing of loan agreements.—The Minister, on conditions determined by the Minister, may authorise another person to sign a loan agreement when the Minister borrows money in terms of [section 66 \(2\) \(a\)](#).

73. Interest and repayments of loans to be direct charges.—The following payments in connection with loans are direct charges against the National Revenue Fund:

- (a)
the repayment of money borrowed by the Minister in terms of [section 66 \(2\) \(a\)](#) or repaid in terms of [section 74](#);
- (b)
the interest payable on money borrowed; and
- (c)
any costs associated with such borrowing and approved by the National Treasury.

74. Repayment, conversion and consolidation of loans.—The Minister may, on such terms and conditions as the Minister may determine, and, when necessary, with the concurrence of the lender—

- (a) repay any loan prior to the redemption date of that loan;
- (b) convert the loan into any other loan, or
- (c) consolidate two or more loans into an existing or new loan.

75. Obligations from lien over securities.—Neither the Minister, nor the National Treasury is responsible for the fulfilment of any obligation resulting from any lien, whether expressed, implied or construed, held over any security issued in terms of this Act, despite the fact that the Minister or the National Treasury was notified of the lien.

CHAPTER 9 GENERAL TREASURY MATTERS

76. Treasury regulations and instructions.—(1) The National Treasury must make regulations or issue instructions applicable to departments, concerning—

- (a) any matter that must be prescribed for departments in terms of this Act;
- (b) the recovery of losses and damages;
- (c) the handling of, and control over, trust money and property;
- (d) the rendering of free services;
- (e) the writing off of losses of state money or other state assets or amounts owed to the state;
- (f) liability for losses and damages and procedures for recovery;
- (g) the cancellation or variation of contracts to the detriment of the state;

- (h) the settlement of claims by or against the state;
- (i) the waiver of claims by the state;
- (j) the remission of money due to the Revenue Fund, refunds of revenue and payments from the Revenue Fund, as an act of grace;
- (k) the alienation, letting or other disposal of state assets; and
- (l) gifts or donations by or to the state.

(2) The National Treasury may make regulations or issue instructions applicable to departments, concerning—

- (a) any matter that may be prescribed for departments in terms of this Act;
- (b) the charging of expenditure against particular votes;
- (c) the establishment of and control over trading entities;
- (d) the improvement and maintenance of immovable state assets;
- (e) fruitless and wasteful, unauthorised and irregular expenditure;
- (f) the determination of any scales of fees, other charges or rates relating to revenue accruing to, or expenditure from, a Revenue Fund;
- (g) the treatment of any specific expenditure;
- (h) vouchers or other proofs of receipts or payments, which are defective or have been lost or damaged;
- (i) assets which accrue to the state by operation of any law; or

(j)

any other matter that may facilitate the application of this Act.

(3) Regulations in terms of subsection (1) or (2) may prescribe matters for which the prior approval of a treasury must be obtained.

(4) The National Treasury may make regulations or issue instructions applicable to all institutions to which this Act applies concerning—

(a)

any matter that may be prescribed for all institutions in terms of this Act;

(b)

financial management and internal control;

(c)

the determination of a framework for an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective;

(d)

audit committees, their appointment and their functioning;

(e)

internal audit components and their functioning;

(f)

the administration of this Act; and

(g)

any other matter that may facilitate the application of this Act.

(5) A treasury regulation or instruction in terms of this section may—

(a)

differentiate between different categories of—

(i) institutions to which this Act applies;

(ii) accounting officers; or

(iii) accounting authorities; or

(b)

be limited in its application to a specific category of—

(i) institutions to which this Act applies;

(ii) accounting officers; or

(iii) accounting authorities.

77. Audit committees.—An audit committee—

(a)

must consist of at least three persons of whom, in the case of a department—

(i) one must be from outside the public service;

(ii) the majority may not be persons in the employ of the department, except with the approval of the relevant treasury; and

[Sub-para. (ii) substituted by s. 40 (a) of Act No. 29 of 1999.]

(iii) the chairperson may not be in the employ of the department;

(b)

must meet at least twice a year; and

(c)

may be established for two or more departments or institutions if the relevant treasury considers it to be more economical.

[Para. (c) substituted by s. 40 (b) of Act No. 29 of 1999.]

78. Publishing of draft treasury regulations for public comment.—Draft regulations in terms of section 76 must be published for public comment in the national *Government Gazette* before their enactment.

79. Departures from treasury regulations, instructions or conditions.—The National Treasury may on good grounds approve a departure from a treasury regulation or instruction or any condition imposed in terms of this Act and must promptly inform the Auditor-General in writing when it does so.

80. Determination of interest rates for debt owing to state.—(1) The Minister, by notice in the national *Government Gazette*, must determine—

(a)

a uniform interest rate applicable to loans granted out of a Revenue Fund; and

(b)

a uniform interest rate applicable to all other debts which must be paid into a Revenue Fund.

[Sub-s. (1) substituted by s. 41 of Act No. 29 of 1999.]

(2) An interest rate determined in terms of subsection (1) (b) may differentiate between different categories of debt.

CHAPTER 10 FINANCIAL MISCONDUCT

Part 1: Disciplinary proceedings

81. Financial misconduct by officials in departments and constitutional institutions.—

(1) An accounting officer for a department or a constitutional institution commits an act of financial misconduct if that accounting officer wilfully or negligently—

(a)

fails to comply with a requirement of section 38, 39, 40, 41 or 42; or

(b)

makes or permits an unauthorised expenditure, an irregular expenditure or a fruitless and wasteful expenditure.

(2) An official of a department, a trading entity or a constitutional institution to whom a power or duty is assigned in terms of section 44 commits an act of financial misconduct if that official wilfully or negligently fails to exercise that power or perform that duty.

82. Financial misconduct by treasury officials.—An official of a treasury to whom a power or duty is assigned in terms of section 10 or 20 commits an act of financial misconduct if that official wilfully or negligently fails to exercise that power or perform that duty.

[S. 82 substituted by s. 42 of Act No. 29 of 1999.]

83. Financial misconduct by accounting authorities and officials of public entities.—

(1) The accounting authority for a public entity commits an act of financial misconduct if that accounting authority wilfully or negligently—

(a)

fails to comply with a requirement of section 50, 51, 52, 53, 54 or 55; or

(b)

makes or permits an irregular expenditure or a fruitless and wasteful expenditure.

(2) If the accounting authority is a board or other body consisting of members, every member is individually and severally liable for any financial misconduct of the accounting authority.

(3) An official of a public entity to whom a power or duty is assigned in terms of [section 56](#) commits an act of financial misconduct if that official wilfully or negligently fails to exercise that power or perform that duty.

(4) Financial misconduct is a ground for dismissal or suspension of, or other sanction against, a member or person referred to in [subsection \(2\)](#) or [\(3\)](#) despite any other legislation.

84. Applicable legal regime for disciplinary proceedings.—A charge of financial misconduct against an accounting officer or official referred to in [section 81](#) or [83](#), or an accounting authority or a member of an accounting authority or an official referred to in [section 82](#), must be investigated, heard and disposed of in terms of the statutory or other conditions of appointment or employment applicable to that accounting officer or authority, or member or official, and any regulations prescribed by the Minister in terms of [section 85](#).

85. Regulations on financial misconduct procedures.—(1) The Minister must make regulations prescribing—

(a)

the manner, form and circumstances in which allegations and disciplinary and criminal charges of financial misconduct must be reported to the National Treasury, the relevant provincial treasury and the Auditor-General, including—

(i) particulars of the alleged financial misconduct; and

(ii) the steps taken in connection with such financial misconduct;

[[Para. \(a\)](#) amended by [s. 43 \(a\)](#) of [Act No. 29 of 1999](#).]

(b)

matters relating to the investigation of allegations of financial misconduct;

(c)

the circumstances in which the National Treasury or a provincial treasury may direct that disciplinary steps be taken or criminal charges be laid against a person for financial misconduct;

[[Para. \(c\)](#) substituted by [s. 43 \(b\)](#) of [Act No. 29 of 1999](#).]

(d)

the circumstances in which a disciplinary board which hears a charge of financial misconduct must include a person whose name appears on a list of persons with expertise in state finances or public accounting compiled by the National Treasury;

(e)

the circumstances in which the findings of a disciplinary board and any sanctions imposed by the board must be reported to the National Treasury, the relevant provincial treasury and the Auditor-General; and

[Para. (e) substituted by s. 43 (c) of Act No. 29 of 1999.]

(f)

any other matters to the extent necessary to facilitate the object of this Chapter.

(2) A regulation in terms of subsection (1) may—

(a)

differentiate between different categories of—

(i) accounting officers;

(ii) accounting authorities;

(iii) officials; and

(iv) institutions to which this Act applies; and

(b)

be limited in its application to a particular category of accounting officers, accounting authorities, officials or institutions only.

Part 2: Criminal proceedings

86. Offences and penalties.—(1) An accounting officer is guilty of an offence and liable on conviction to a fine, or to imprisonment for a period not exceeding five years, if that accounting officer wilfully or in a grossly negligent way fails to comply with a provision of section 38, 39 or 40.

(2) An accounting authority is guilty of an offence and liable on conviction to a fine, or to imprisonment for a period not exceeding five years, if that accounting authority wilfully or in a grossly negligent way fails to comply with a provision of section 50, 51 or 55.

(3) Any person, other than a person mentioned in section 66 (2) or (3), who purports to borrow money or to issue a guarantee, indemnity or security for or on behalf of a department, public entity or constitutional institution, or who enters into any other contract which purports to bind a department, public entity or constitutional institution to any future financial commitment, is guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding five years.

CHAPTER 11
ACCOUNTING STANDARDS BOARD

87. Establishment.—(1) The Minister by regulation in terms of [section 91](#) must establish a board to be known as the Accounting Standards Board.

(2) The Accounting Standards Board is a juristic person.

(Date of commencement of [s. 87](#): 2 March, 1999.)

88. Composition.—(1) The Accounting Standards Board consists of no more than 10 members as the Minister may determine.

(2) The Minister, after consulting the Auditor-General, appoints the members of the Board.

(3) The Board may establish its own operating procedures.

(Date of commencement of [s. 88](#): 2 March, 1999.)

89. Functions of Board.—(1) The Accounting Standards Board must—

(a)

set standards of generally recognised accounting practice as required by [section 216 \(1\) \(a\)](#) of [the Constitution](#), for the annual financial statements of—

(i) departments;

(ii) public entities;

(iii) constitutional institutions;

(iv) municipalities and boards, commissions, companies, corporations, funds or other entities under the ownership control of a municipality; and

(v) Parliament and the provincial legislatures;

[Sub-para. (v) substituted by [s. 44](#) of [Act No. 29 of 1999](#).]

(b)

prepare and publish directives and guidelines concerning the standards set in terms of [paragraph \(a\)](#);

(c)

recommend to the Minister effective dates of implementation
different categories of institutions to which these standards

(d) perform any other function incidental to advancing financial
sector.

(2) In setting standards the Board must take into account all relevant

(a) best accounting practices, both locally and internationally

(b) the capacity of the relevant institutions to comply with

(3) The Board may set different standards for different categories of
standards apply.

(4) The standards set by the Board must promote transparency
of revenue, expenditure, assets and liabilities of the institutions to

(Date of commencement of s. 89: 2 May 2008)

90. Powers of Board.—The Accounting Standards Board
expedient to perform its functions effectively, which includes the

(a) determine its own staff establishment and appoint
establishment;

(b) obtain the services of any person or entity to

(c) confer with any person or entity;

(d) acquire or dispose of any right in or to property
may be acquired or disposed of only with the

(e) insure itself against any loss, damage, risk or

(f) perform legal acts, or institute or defend

(g) do research and publish reports; and

recommend to the Minister effective dates of implementation of these standards for the different categories of institutions to which these standards apply; and

(d)

perform any other function incidental to advancing financial reporting in the public sector.

(2) In setting standards the Board must take into account all relevant factors, including—

(a)

best accounting practices, both locally and internationally; and

(b)

the capacity of the relevant institutions to comply with the standards.

(3) The Board may set different standards for different categories of institutions to which these standards apply.

(4) The standards set by the Board must promote transparency in and effective management of revenue, expenditure, assets and liabilities of the institutions to which these standards apply.

(Date of commencement of [s. 89](#): 2 March, 1999.)

90. Powers of Board.—The Accounting Standards Board may do all that is necessary or expedient to perform its functions effectively, which includes the power to—

(a)

determine its own staff establishment and appoint employees to posts on its staff establishment;

(b)

obtain the services of any person or entity to perform any specific act or function;

(c)

confer with any person or entity;

(d)

acquire or dispose of any right in or to property, but ownership in immovable property may be acquired or disposed of only with the consent of the Minister;

(e)

insure itself against any loss, damage, risk or liability;

(f)

perform legal acts, or institute or defend any legal action in its own name;

(g)

do research and publish reports; and

(h)

do anything that is incidental to the exercise of any of its powers.

(Date of commencement of [s. 90](#): 2 March, 1999.)

91. Regulations on accounting standards of Board.—(1) The Minister, after consulting the Auditor-General, may make regulations—

(a)

concerning the qualifications, remuneration, term of office and removal of members of the Accounting Standards Board, the filling of vacancies, the chairperson of the Board, and the finances and administration of the Board;

(b)

prescribing the standards set by the Board in terms of [section 89](#); and

(c)

concerning any other matter that may facilitate the proper functioning of the Board or the implementation of those standards.

(2) The Minister must consult the Board on the implementation date of a regulation made in terms of [subsection \(1\) \(b\)](#).

(3) Different regulations may be made in terms of [subsection \(1\) \(b\)](#) for different categories of institutions to which the standards set in terms of [section 89](#) apply.

(4) Draft regulations prescribing standards in terms of [subsection \(1\) \(b\)](#) must be published for public comment in the national *Government Gazette* before their enactment.

(Date of commencement of [s. 91](#): 2 March, 1999.)

CHAPTER 12 MISCELLANEOUS

92. Exemptions.—The Minister, by notice in the national *Government Gazette*, may exempt any institution to which this Act applies, or any category of those institutions, from any specific provisions of this Act for a period determined in the notice.

[General Note: Exemption of public entities has been published under General Notices No. 502 and No. 503 in *Government Gazette* 22337 of 8 June, 2001.

Exemption of an institution has been published under Government Notice No. 1097 in *Government Gazette* 22801 of 9 November, 2001 and Government Notice No. 886 in *Government Gazette* 26602 of 30 July, 2004.]

93. Transitional provisions.—(1) Anything done in terms of a provision of the Exchequer Act, 1975 ([Act No. 66 of 1975](#)), which can be done in terms of a provision of this Act, must be regarded as having been done in terms of this Act.

(2) All treasury regulations and instructions made or issued in terms of the Exchequer Act, 1975, remain in force until repealed in terms of [section 76](#) of this Act.

(3) Until the Accounting Standards Board is established, the National Treasury may perform the functions of the Board.

(4) The provisions of the Revenue Funds Interim Arrangements Act, 1997 ([Act No. 95 of 1997](#)), despite the fact that they have lapsed, must be regarded as forming part of this Act until 1 April 2000.

(Date of commencement of [sub-s. \(4\)](#): 2 March, 1999.)

94. Repeal of legislation.—The legislation mentioned in [Schedule 6](#) is repealed to the extent specified in the third column.

95. Short title and commencement.—This Act is called the Public Finance Management Act, 1999, and takes effect on 1 April 2000 except—

(a)

[Chapter 11](#) and [section 93 \(4\)](#), which take effect on the date of publication of this Act; and

(b)

those provisions determined by the Minister by notice in the national *Government Gazette*, which will take effect on a date determined in the notice, but which may not be a date later than 1 April 2003.

Schedule 1

CONSTITUTIONAL INSTITUTIONS

1. The Commission for the Promotion and Protection of the Rights of Cultural, Religious and Linguistic Communities
2. The Commission on Gender Equality
3. The Financial and Fiscal Commission
4. The Independent Communications Authority of South Africa
5. The Independent Electoral Commission
6. The Municipal Demarcation Board
7. The Pan South African Language Board
8. The Public Protector of South Africa
9. The South African Human Rights Commission

Schedule 2
MAJOR PUBLIC ENTITIES

1. Air Traffic and Navigation Services Company Limited
 2. Airports Company of South Africa Limited
 3. Alexkor Limited
 4. Armaments Corporation of South Africa Limited
 5. Broadband Infrastructure Company (Pty) Ltd
 6. CEF (Pty) Ltd
 7. DENEL (Pty) Ltd
 8. Development Bank of Southern Africa
 9. ESKOM
 10. Independent Development Trust
 11. Industrial Development Corporation of South Africa Limited
 12. Land and Agricultural Development Bank of South Africa
 13. South African Airways (Pty) Limited
 14. South African Broadcasting Corporation Limited
 15. South African Express (Pty) Limited
 16. South African Forestry Company Limited
 17. South African Nuclear Energy Corporation Limited
 18. South African Post Office Limited
 19. Telkom SA Limited
 20. Trans-Caledon Tunnel Authority
 21. Transnet Limited
- All subsidiaries of the above major public entities

Schedule 3
OTHER PUBLIC ENTITIES

Part A: National Public Entities

1. Accounting Standards Board
2. Africa Institute of South Africa
3. African Renaissance and International Cooperation Fund
4. Agricultural Research Council
5. Agricultural Sector Education and Training Authority
6. Artscape
7. Banking Sector Education and Training Authority
8. Boxing South Africa
9. Breede River Catchment Management Agency
10. Castle Control Board

11. Chemical Industries Education and Training Authority
12. Clothing, Textiles, Footwear and Leather Sector Education and Training Authority
13. Commission for Conciliation Mediation & Arbitration
14. Compensation Fund, including Reserve Fund
15. Competition Commission
16. Competition Tribunal
17. Construction Education and Training Authority
18. Construction Industry Development Board
19. Council for Geoscience
20. Council for Medical Schemes
21. Council for the Built Environment
22. Council on Higher Education
23. Cross-Border Road Transport Agency
24. Die Afrikaanse Taal Museum
25. EDI Holdings (Pty) Ltd
26. Education Labour Relations Council
27. Education, Training and Development Practices Sector Education and Training Authority
28. Electronic Communications Security (Pty) Ltd
29. Energy Sector Education and Training Authority
30. Estate Agency Affairs Board
31. Film and Publication Board
32. Financial Intelligence Centre
33. Financial Services Board
34. Food and Beverages Manufacturing Industry Sector Education and Training Authority
35. Forest Industries Sector Education and Training Authority
36. Freedom Park Trust
37. Health and Welfare Sector Education and Training Authority
38. Housing Development Agency
39. Human Sciences Research Council
40. Independent Regulatory Board for Auditors
41. Information Systems, Electronics and Telecommunications Technologies Training Authority
42. Ingonyama Trust Board
43. Inkomati Catchment Management Agency
44. Insurance Sector Education and Training Authority
45. International Marketing Council
46. International Trade Administration Commission
47. iSimangaliso Wetland Park

48. Iziko Museums of Cape Town
49. Legal Aid Board
50. Local Government, Water and Other Related Services Sector Education and Training Authority
51. Luthuli Museum
52. Manufacturing, Engineering and Related Services Sector Education and Training Authority
53. Marine Living Resources Fund
54. Market Theatre Foundation
55. Media Development Diversity Agency
56. Media, Advertising, Publishing, Printing and Packaging Sector Education and Training Authority
57. Medical Research Council of South Africa
58. Mine Health and Safety Council
59. Mining Qualifications Authority
60. Municipal Infrastructure Investment Unit
61. Natal Museum
62. National Agricultural Marketing Council
63. National Arts Council of South Africa
64. National Consumer Commission
65. National Consumer Tribunal
66. National Credit Regulator
67. National Development Agency
68. National Economic Development and Labour Council
69. National Electronic Media Institute of South Africa
70. National Empowerment Fund
71. National Energy Regulator of South Africa
72. National Film and Video Foundation of South Africa
73. National Gambling Board of South Africa
74. National Health Laboratory Service
75. National Heritage Council of South Africa
76. National Home Builders Registration Council
77. National Housing Finance Corporation Limited
78. National Library of South Africa
79. National Lotteries Board
80. National Metrology Institute of South Africa
81. National Museum, Bloemfontein
82. National Nuclear Regulator
83. National Regulator for Compulsory Specifications
84. National Research Foundation
85. National Student Financial Aid Scheme

86. National Urban Reconstruction and Housing Agency
87. National Youth Commission
88. National Youth Development Agency
89. Nelson Mandela National Museum
90. Northern Flagship Institution
91. Office of the Ombud for Financial Service Providers
92. Office of the Pension Funds Adjudicator
93. Performing Arts Council of the Free State
94. Perishable Products Export Control Board
95. Ports Regulator of South Africa
96. Private Security Industry Regulatory Authority
97. Productivity SA
98. Public Sector Education and Training Authority
99. Railway Safety Regulator
100. Road Accident Fund
101. Road Traffic Management Corporation
102. Robben Island Museum
103. Rural Housing Loan Fund
104. Safety and Security Sector Education and Training
105. Servcon Housing Solutions (Pty) Ltd
106. Services Sector Education and Training Authority
107. SETA for Finance, Accounting, Management Consulting and Other Financial Services
108. Small Enterprise Development Agency
109. Social Housing Foundation
110. South African Civil Aviation Authority
111. South African Council for Educators
112. South African Diamond and Precious Metals Regulator
113. South African Heritage Resources Agency
114. South African Library for the Blind
115. South African Local Government Association
116. South African Maritime Safety Authority
117. South African National Accreditation System
118. South African National Biodiversity Institute
119. South African National Parks
120. South African National Space Agency
121. South African Qualifications Authority
122. South African Revenue Service
123. South African Social Security Agency
124. South African Tourism
125. South African Weather Service

126. Special Investigation Unit
 127. State Information Technology Agency
 128. Technology Innovation Agency
 129. The Co-Operatives Banks Development Agency
 130. The National English Literary Museum
 131. The Playhouse Company
 132. The South African Institute for Drug-free Sport
 133. The South African National Roads Agency Limited
 134. The South African State Theatre
 135. Thubelisha Homes
 136. Tourism, Hospitality & Sport Education and Training Authority
 137. Transport Education and Training Authority
 138. uMalusi Council for Quality Assurance in General and Further Education and Training
 139. Unemployment Insurance Fund
 140. Universal Service and Access Agency of South Africa
 141. Universal Service and Access Fund
 142. Urban Transport Fund
 143. Voortrekker Museum
 144. War Museum of the Boer Republics
 145. Water Research Commission
 146. Wholesale and Retail Sector Education and Training Authority
 147. William Humphreys Art Gallery
 148. Windybrow Theatre
- All subsidiaries of the above national public entities

Part B: National Government Business Enterprises

1. Albany Coast Water Board
2. Amatola Water Board
3. Bloem Water
4. Botshelo Water
5. Bushbuckridge Water Board
6. Council for Mineral Technology
7. Council for Scientific and Industrial Research
8. Export Credit Insurance Corporation of South Africa Limited
9. Ikangala Water
10. Inala Farms (Pty) Ltd
11. Khula Enterprises Finance Limited
12. Lepelle Northern Water
13. Magalies Water
14. Mhlathuze Water

15. Namaqua Water Board
 16. Ncera Farms (Pty) Ltd
 17. Onderstepoort Biological Products Limited
 18. Overberg Water
 19. Passenger Rail Agency of South Africa
 20. Pelladrift Water Board
 21. Public Investment Corporation Limited
 22. Rand Water
 23. SA Bureau of Standards
 24. SA Special Risk Insurance Association Limited
 25. Sedibeng Water
 26. Sentech Limited
 27. State Diamond Trader
 28. Umgeni Water
 29. Umsobomvu Youth Fund
- All subsidiaries of the above national government business enterprises

Part C: Provincial Public Entities

EASTERN CAPE

1. Eastern Cape Appropriate Technology Unit
2. Eastern Cape Arts Council
3. Eastern Cape Gambling and Betting Board
4. Eastern Cape Liquor Board
5. Eastern Cape Parks Board
6. Eastern Cape Rural Finance Corporation Limited
7. Eastern Cape Socio-Economic Consultative Council
8. Eastern Cape Tourism Board
9. Eastern Cape Youth Commission

FREE STATE

1. Free State Gambling and Racing Board
2. Free State Investment Promotion Agency
3. Free State Tourism Authority
4. Phakisa Major Sport and Development Corporation

GAUTENG

1. Blue IQ Investment Holdings (Pty) Ltd
2. Gauteng Economic Development Agency
3. Gauteng Enterprise Propeller
4. Gauteng Gambling Board

5. Gauteng Partnership Fund
6. Gauteng Tourism Authority
7. Gautrain Management Agency
8. XHASA ATC Agency

KWA-ZULU NATAL

1. Amafa AkwaZulu Natali
2. Ezemvelo KwaZulu-Natal Wildlife
3. KwaZulu-Natal Agricultural Development Trust
4. KwaZulu-Natal Gambling Board
5. KwaZulu-Natal House of Traditional Leaders
6. KwaZulu-Natal Provincial Planning and Development Commission
7. KwaZulu-Natal Tourism Authority
8. Natal Sharks Board
9. uMsekeli Municipal Support Services

LIMPOPO

1. Limpopo Appeal Tribunals
2. Limpopo Development Enterprise
3. Limpopo Development Tribunals
4. Limpopo Gambling Board
5. Limpopo Housing Board
6. Limpopo Liquor Board
7. Limpopo Local Business Centres
8. Limpopo Panel of Mediators
9. Limpopo Planning Commission
10. Limpopo Roads Agency
11. Limpopo Tourism and Parks Board
12. Trade and Investment Limpopo

MPUMALANGA

1. Mpumalanga Gambling Board
2. Mpumalanga Regional Training Trust
3. Mpumalanga Tourism and Parks Board

NORTHERN CAPE

1. Northern Cape Tourism Authority
2. Northern Cape Gambling Board

NORTH WEST

1. Invest North West
2. Mmabana Arts, Culture and Sport Foundation
3. North West Eastern Region Entrepreneurial Support Centre

4. North West Gambling Board
5. North West Housing Corporation
6. North West Parks and Tourism Board
7. North West Provincial Aids Council
8. North West Provincial Arts and Culture Council
9. North West Provincial Heritage Resources Authority
10. North West Youth Development Trust

WESTERN CAPE

1. Destination Marketing Organisation
 2. Western Cape Commissioner for the Environment
 3. Western Cape Cultural Commission
 4. Western Cape Gambling and Racing Board
 5. Western Cape Investments and Trade Promotion Agency
 6. Western Cape Language Committee
 7. Western Cape Liquor Board
 8. Western Cape Nature Conservation Board
 9. Western Cape Provincial Development Council
- All subsidiaries of any of the above provincial public entities

Part D: Provincial Government Business Enterprises

EASTERN CAPE

1. East London Industrial Development Zone Corporation
2. Eastern Cape Development Corporation
3. Mayibuye Transport Corporation

FREE STATE

1. Free State Development Corporation

KWA-ZULU NATAL

1. Cowslip Investments (Pty) Ltd
2. Ithala Development Finance Corporation
3. Mjindi Farming (Pty) Ltd
4. Mpendle-Ntambanana Agricultural Company (Pty) Ltd

LIMPOPO

1. Gateway Airport Authority Limited
2. Limpopo Development Corporation

MPUMALANGA

1. Mpumalanga Agricultural Development Corporation
2. Mpumalanga Economic Growth Agency

3. Mpumalanga Housing Finance Company

NORTH WEST

1. North West Development Corporation
2. Mafikeng Industrial Development Zone (Pty) Ltd

WESTERN CAPE

1. Casidra (Pty) Ltd

All subsidiaries of any of the above provincial government enterprises

Schedule 4

EXCLUSIONS FROM REVENUE FUNDS

(In terms of [section 13 \(1\)](#) or [22 \(1\)](#))

[[Schedule 4](#) amended by [s. 121](#) of [Act No. 32 of 2000](#). Heading substituted by [s. 46](#) of [Act No. 29 of 1999](#).]

1. SA Schools Act (covering school fees)
2. Fines and estreated bails paid in respect of offences and alleged offences in terms of—
 - (a) by-laws enacted by municipalities; or
 - (b) national or provincial legislation, the administration of which is assigned to municipalities.

Schedule 5

DIRECT CHARGES AGAINST NATIONAL REVENUE FUND

[[Schedule 5](#) amended by [s. 13](#) of [Act No. 28 of 2003](#).]

Payments in terms of the following Acts:

1. Remuneration of Public Office Bearers Act, 1998 ([Act No. 20 of 1998](#)) (Covering the President's salary and the salaries of members of Parliament sections 2 (7) and 3 (7));
2. Remuneration and Allowances of Deputy Presidents, Ministers and Deputy Ministers Act, 1994 ([Act 53 of 1994](#)) (Covering the salary of the Deputy President [section 4 \(a\)](#));

3. Judges' Remuneration and Conditions of Employment Act, 1989 ([Act 88 of 1989](#)) (Covering salaries and allowances of Judges and Judges seconded to governments of other countries in terms of [section 2](#)).

4. Magistrates Act, 1993 ([Act No. 90 of 1993](#)) (covering remuneration of magistrates in terms of [section 12](#)).

[Item 4 added by [s. 13 of Act No. 28 of 2003](#).]

Schedule 6

REPEAL OF LEGISLATION

([Section 94](#))

<i>No. and year of Act</i>	<i>Short title</i>	<i>Extent of repeal</i>
(a) Act No. 66 of 1975	Exchequer Act, 1975	The whole, except sections 28, 29, 30
Act No. 106 of 1976	Financial Arrangements with the Transkei Act, 1976	The whole
Act No. 93 of 1977	Financial Arrangements with Bophuthatswana Act, 1977	The whole
Act No. 105 of 1979	Financial Arrangements with Venda Act, 1979	The whole
Proclamation No. R.85 of 1968	South West Africa Constitution Act, 1968 (Act No. 39 of 1968)	Part 3
Act No. 67 of 1980	Railways and Harbours Acts Amendment Act, 1980	Section 19
Act No. 29 of 1981	Railways and Harbours Acts Amendment Act 1981	Section 21
Act No. 118 of 1981	Financial Arrangements with Ciskei Act, 1981	The whole
Act No. 100 of 1984	Exchequer and Audit Amendment Act, 1984	The whole
Act No. 9 of 1989	Legal Succession of the South African Transport Services Act, 1989	Schedule 2 Part 6 of the Act insofar as it relates to the Exchequer Act, 1975
Act No. 120 of 1991	Finance Act, 1991	Sections 14, 15 and 16

Act No. 96 of 1992	Part Appropriation Acts Abolition Act, 1992	The whole
Act No. 69 of 1993	Exchequer Amendment Act, 1993	The whole
Act No. 123 of 1993	Finance Act, 1993	The whole
Act No. 142 of 1993	Exchequer Second Amendment Act, 1993	The whole
Act No. 182 of 1993	Exchequer Third Amendment Act, 1993	The whole
Act No. 41 of 1994	Finance Act, 1994	Sections 17 and 18
(b) Act No. 93 of 1992	Reporting by Public Entities Act, 1992	The whole
(c) Act No. 66 of 1975	Exchequer and Audit Act, 1975	The whole insofar as it is in force in the area of the former Republic of Transkei
Act No. 102 of 1976	Finance Act, 1976	Sections 23, 24 and 25 insofar as it is in force in the area of the former Republic of Transkei
(d) Act No. 29 of 1992 (Bophuthatswana)	Exchequer Act, 1992	The whole
Act No. 16 of 1993 (Bophuthatswana)	Exchequer Amendment Act, 1993	The whole
(e) Act No. 66 of 1975	Exchequer and Audit Act, 1975	The whole insofar as it is in force in the area of the former Republic of Venda
Act No. 111 of 1977	Finance Act, 1977	Sections 9, 10 and 11 insofar as it is in force in the area of the former Republic of Venda
Act No. 94 of 1978	Finance Act, 1978	Sections 12, 13 and 14 insofar as it is in force in the area of the former Republic of Venda
Proclamation No. R.85 of 1979	Exchequer and Audit Proclamation	Sections 16 and 17 insofar as it is in force in the area of the former Republic of Venda
Act No. 21 of 1983 (Venda)	Exchequer and Audit Amendment Act, 1983	The whole
Act No. 18 of 1987 (Venda)	Exchequer and Audit Amendment Act, 1987	The whole

Act No. 28 of 1989 (Venda)	Exchequer and Audit Amendment Act, 1989	The whole
Proclamation No. 25 of 1993 (Venda)	Exchequer and Audit Amendment Act, 1993	The whole
(f) <u>Act No. 28 of 1985</u> (Ciskei)	Exchequer and Audit Act, 1985	The whole

ANNEXURE D



school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

**EDUCATION, TRAINING AND DEVELOPMENT
QUALITY MANAGEMENT SYSTEM**

ETD QMS POLICY

Date: 04/06/2015

EDUCATION TRAINING AND DEVELOPMENT POLICIES		 school of government Department: National School of Government REPUBLIC OF SOUTH AFRICA
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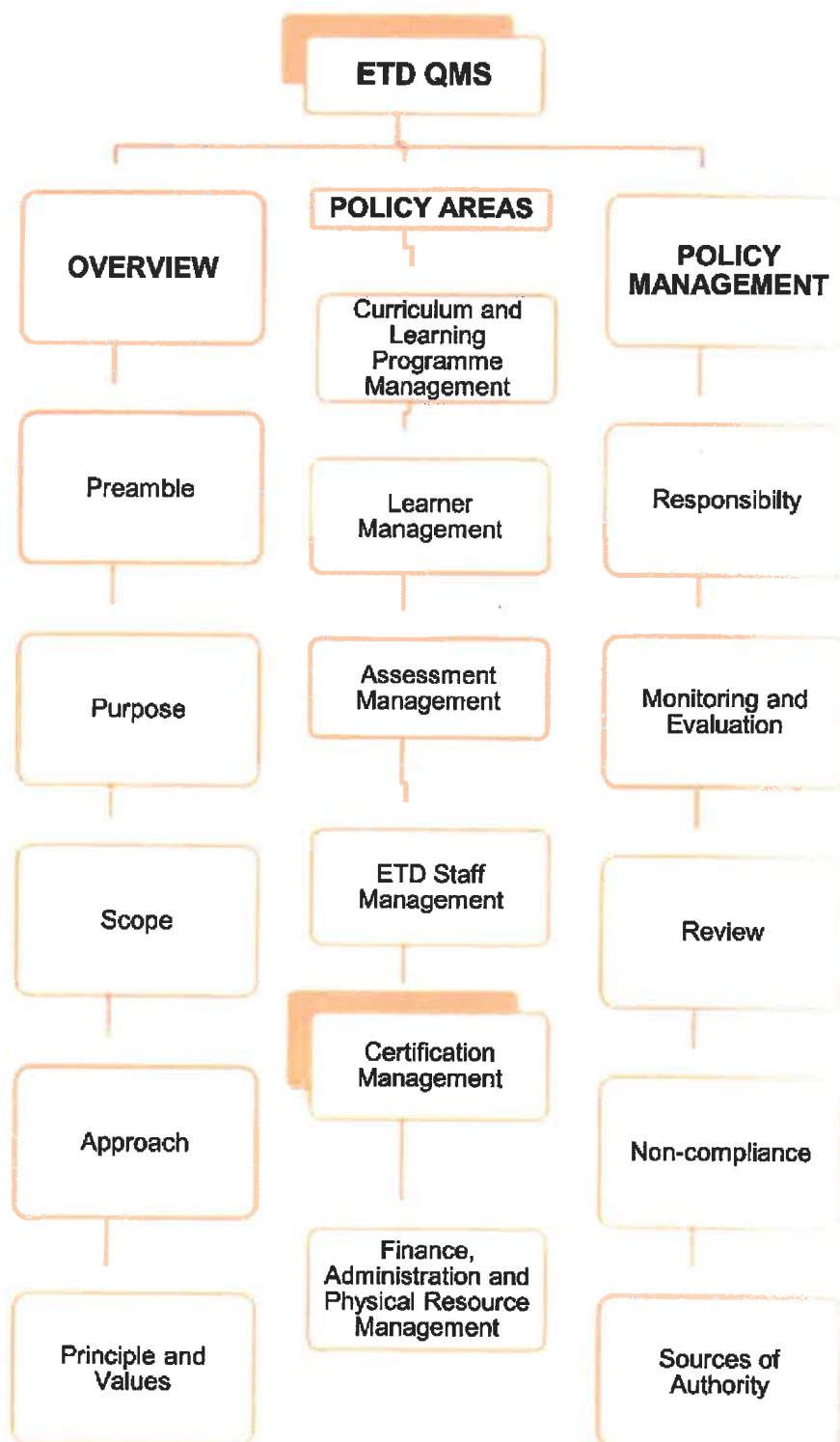
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ETD QUALITY MANAGEMENT SYSTEM POLICY

Principal: R. LevinSignature: [Signature]Date: 18/11/15



1 OVERVIEW

1.1 Preamble

In response to a Cabinet mandate, the South African Management Development Institute (SAMDI) was reconstituted as a public service Academy known as the Public Administration Leadership and Management Academy (PALAMA) with effect from 1 August 2008. The President of South Africa issued a proclamation where PALAMA was established as the National School of Government (NSG) with effect from 21 October 2013. The organisation was established by Section 197(1) of the Constitution. It is a Schedule 1 Department in terms of the Public Service Act, 1994 as amended by the Public Service Amendment Act 30 of 2007, and reports to the Minister for Public Service and Administration. The NSG has been mandated as the 'training arm' of government to professionalise, build capacity and support career advancement in the public service. The Amendment of the Skills Development Act (2008) brought about the establishment of the Quality Council for Trades and Occupations (QCTO) which has, as per Section 261 (1) of the Skills Development Act delegated the Quality Assurance function to PSETA and other SETAs as the Assessment Quality Partners (AQPs). The PSETA as the primary SETA and other relevant SETAs/Quality Councils therefore ensure that the NSG as an accredited Skills Development Provider (SDP), complies with all the relevant policies as determined.

The Medium Term Strategic Framework (MTSF 2009-2014) commits government to a set of deliverables that need to be achieved by 2014. These deliverables have been given further expression through the twelve outcomes announced which are core to the work of the current administration. In addition to this there is the National Development Plan (NDP); vision 2030 State capacity and readiness to deliver on the MTSF commitments and the NDP goals is critical and the role of the NSG is central. Government called for a different type of public servant, "a public servant who respects the citizens he or she serves. A public servant who values the public resources he or she has been entrusted to manage, a public servant who comes to work on time and performs his or her duties diligently".

The NSG therefore has an obligation to ensure that public servants are capacitated in leadership, management and administrative competencies that are central to South Africa's developmental state delivering on its mandate.

The purpose of the NSG is to help build a capable public service, through providing and coordinating extensive opportunities and access to leadership and management competency development oriented programmes, specifically aligned to the learning and knowledge needs of public service managers and executives. This will contribute to a public sector focused on effective service delivery improvement.

The vision, mission and values of the NSG are derived from its statutory mandate:

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ETD QUALITY MANAGEMENT SYSTEM POLICY

- **Vision:** The vision of the NSG is an ideal public sector cadre who is responsive to the needs of the South African citizen.
- **Mission:** The mission is to contribute towards the improvement of public sector delivery through innovative, research-based, needs-driven, and policy-oriented capacity building interventions

The School's *aim*, according to the Estimates of National Expenditure (ENE), is to provide and co-ordinate the provision of training and management development interventions that lead to improved performance and service delivery in the public sector. Its *strategic objectives* are the following:

- a) Develop and administer a training framework of curricula and materials oriented to service delivery to be used by providers of transversal skills training for junior and middle managers.
- b) Co-ordinate the provision of executive development programmes for the senior management service.
- c) Capacitate public sector departments to identify and meet their management development and training needs in relation to their service delivery objectives.
- d) Develop and implement a suitable quality management and monitoring system.
- e) Establish and maintain partnerships and linkages with national and international management development institutes and training providers.
- f) Arrange customised training programmes in support of South African foreign policy within the African Union and the New Partnership for Africa's Development.

The training delivery strategy of the NSG involves:

- g) Strong links with national, provincial and local counterparts to build the ethos of a unified public service.
- h) Authoritative research competence regarding public service capacity building in collaboration with local and international public service scholars and practitioners.
- i) Curriculum innovation and training interventions that:
 - i. Facilitate learning in a variety of context relevant approaches and delivery modes.
 - ii. Promote professional capacity and service delivery in a developmental state.
 - iii. Are benchmarked against good practice locally and internationally.
- j) Monitoring and evaluation of the training interventions which will ensure:
 - i. The quality and efficiency of the entire programme. It will provide information and insight for optimising the learning outcomes and for increasing the impact of these programmes.
 - ii. That it provides sufficient information for meeting the decision-making needs of trainees, industry, curriculum designers, material developers, planners and policy-makers.

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1.2 Purpose

The purpose of the NSG Education, Training and Development Quality Management System (ETD QMS) is to outline minimum quality standards for institutional processes and functions in a manner that:

- Promotes the National Qualifications Framework (NQF) objectives.
- Meets the South African Qualifications Authority (SAQA), Quality Council for Trades and Occupations (QCTO), Public Services Sector Education Training Authority, Education and Training Quality Assurance body (PSETA ETQA) and related standards for the approval, accreditation and registration of learning programmes.
- Enhances the quality of learning provision for improved public service delivery so that it impacts positively on the communities it intends to serve.
- Ensures the monitoring and evaluation of Education, Training and Development (ETD) practices.
- Informs ETD staff and management of the criteria and requirements related to ETD practices.

1.3 Scope

In contributing towards the competencies required for a capable development state, the NSG will focus on three key areas of development. Responding to the three competencies the NSG ETD QMS informs the quality goals and activities of the School in the following broad areas:

- Strategic level:* the organisational strategy and statements regarding ETD practices.
- Operational level:* implementation of quality policies.
- Administrative level:* documentation, tools and procedures for implementation.

The NSG ETD QMS further underpins quality planning, quality control, quality assurance and quality improvement of the following policy areas:

- Curriculum and Learning Programme Management.
- Learner Management.
- Assessment Management (including Moderation and Recognition of Prior Learning).
- Certification Management
- Education, Training and Development Staff Management.
- Finance, Administration and Physical Resource Management.

1.4 Approach

As illustrated in the QMS Integration Model, the approach utilized in developing the NSG ETD QMS and its related policy areas, are based on the quality principles and imperatives contained in the following regulatory framework:

- South African public service legislation.

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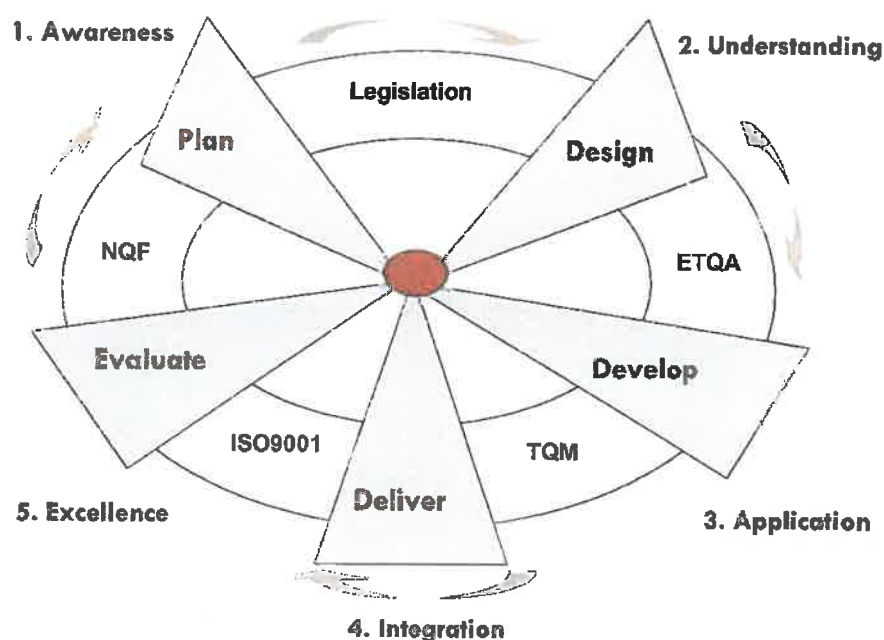
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ETD QUALITY MANAGEMENT SYSTEM POLICY

- National Qualifications Framework (NQF) Act.
- Skills Development Act
- The Quality Council for Trades and Occupations (QCTO)
- South African Qualifications Authority (SAQA) Act.
- Public Services Sector Education and Training Authority (PSETA).
- Total Quality Management (TQM), ISO9001, and the South Africa Excellence Model (SAEM).
- Public Administration Management (PAM) Act.

QMS Integration Model



This holistic approach ensures that the NSG ETD QMS and policies are:

- Systems and process oriented.
- Aligned with the strategic goals of the public service.
- Adequately managed and resourced.
- Communicated and shared to foster excellence.
- Customer focused and flexible.
- Conducive to mutually beneficial relationships with partners.
- Responsive to political, economic, social, technological, environmental and legislative conditions.

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ETD QUALITY MANAGEMENT SYSTEM POLICY

h) Regularly reviewed and improved based on research and practice.

The NSG will implement Knowledge Management (KM) strategies to improve performance by enhancing the organisation's capacity to learn, innovate, and solve problems. KM will aim to improve knowledge integration and knowledge production. The NSG will consciously and comprehensively gather, organise, share, and analyse its knowledge in terms of resources, documents, and people skills. KM will complement and enhance other organisational initiatives such as total quality management (TQM) and organisational learning.

1.5 Principles and Values

The NSG advances the principles and values that characterise an open and democratic society and the constitutional ideals of human dignity, equality, inclusivity, justice and freedom. The NSG ETD QMS further upholds the Batho Pele belief set (*We belong, We care, We serve.*), the ethos of the National Qualifications Framework, and adult learning principles.

■ **Values:**

- Integrity
- People-centered
- Activism
- Loyalty
- Accountability
- Motivated
- Adaptability

1.6 Sources of Authority

- Basic Conditions of Employment Act (Act 75 of 1997).
- Employment Equity Act (Act 55 of 1998).
- Labour Relations Act (Act 66 of 1995).
- National Qualifications Act (Act 67 of 2008).
- Occupational Health and Safety Act (Act 85 of 1993).
- Promotion of the Administrative Justice Act (Act 3 of 2000).
- Promotion of Access to Information Act (Act 2 of 2000).
- Public Audit Act (Act 25 of 2004).
- Public Finance Management Act (Act 29 of 1999).
- Public Service Act (Act 30 of 2007).
- Public Service Regulations (Act 1 of 2001).
- Skills Development Act (Act 97 of 1998 as amended).

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ETD QUALITY MANAGEMENT SYSTEM POLICY

- Skills Development Levies Act (Act 9 of 1999).
- The Constitution of the Republic of South Africa (Act 108 of 1996).
- Public Administration Management Act (Act 11 of 2014)

1.7 Glossary of Terms

Term	Definition
Accreditation	means the certification, usually for a particular period of time, of a body or an institution as having the capacity to fulfil a particular function in the quality assurance system set by the QCTO in terms of the Skills Development Act (SDA) (Act 97 of 1998) as amended in 2008
Accredited Skills Development Provider	means a provider of occupational learning accredited by the Quality Council for Trades and Occupations
Achievement	means the recognition granted to a learner when all required learning outcomes have been successfully demonstrated
Approval	Learning programme approval is granted to an accredited provider by an Education Training Quality Assurance Body (ETQA) based on evidence that the learning programme meets specified quality criteria and that the provider has the capacity to develop, deliver and evaluate learning programmes which culminate in the specified unit standard and/or qualification.
Assessment	means the process of collecting evidence of learners' work to measure and make judgements about the achievement or non-achievement of specified National Qualifications Framework standards and/or qualifications
Assessment Centre	means a centre accredited by the QCTO for a purpose of conducting external summative assessments for specified registered occupational qualifications
Assessment Quality Partner	means a body appointed by the QCTO to develop assessment instruments and to manage external summative assessment of specific occupational qualifications
Assessment site	means any site selected as suitable to conduct the external integrated summative assessment for a specific occupational qualification or part

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ETD QUALITY MANAGEMENT SYSTEM POLICY

Term	Definition
	qualifications where the relevant qualification assessment specifications do not require the use of an accredited assessment centre
Assessor	means a person registered by an Assessment Quality Partner for the purposes of conducting assessment for occupational qualifications.
Certificate	means a document issued by the QCTO for an attainment of an occupational qualification or part qualification registered on the NQF
Certification Policy	means a statement of agreed intent that clearly and unequivocally sets out the QCTO's rules with respect to the certification of learner achievements. It is a set of rules that provides a defined direction for the QCTO
Community of Expert Practitioners (CEPs)	means a group of people qualified in the relevant occupation with a minimum of at least five years of experience in that particular occupation or are recognized by the practitioners of the occupation as experts
Competence	<p>In learning, applied competence is a combination of three types:</p> <ul style="list-style-type: none"> ✓ Fundamental: understanding what you are doing and why ✓ Practical: knowing how to do things, ability to make decisions ✓ Reflective/reflexive: learn and adapt through self-reflection; apply knowledge appropriately and responsibly. <p>In the context of work, competence describes to a person's capacity to meet the requirements of a specific post. Competence relates to the outcomes which would define effective performance.</p>
Competency	A competency refers to a mix of skills, related knowledge and attributes to produce a job or task to a set standard. Competencies are aspects of the person that enable him/ her to be competent. People demonstrate competence by applying their competencies within the work setting.
Competency framework	The Competency Framework for the public service defines the competencies that are important for the public service to be successful, and ensures that managers have the requisite competencies and associated proficiency levels to succeed at a strategic level. A Competency Framework enables departments and provinces to exercise greater flexibility and creativity in designing learning programmes that meet the required core competences, suit their specific circumstances and most closely match their particular learning needs.

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Compliance	The conduct or results of activities in accordance with relevant legal requirements, prescripts, rules, regulations and policies.
Course	The term <i>course</i> is used to refer to a component of learning that can stand alone, as in a short skills course or as part of a programme that is organised around themes in a particular field of knowledge. A course can address specific outcomes of one or more unit standards depending on the nature, scope and range of competencies under consideration.
Credit	A quantified means of expressing equivalence of learning. Credit is awarded to a learner in recognition of the verified achievement of designated learning outcomes at a specified level. It is a way of comparing learning achieved in a variety of different contexts.
Curriculum	Narrow definitions are limited to formal descriptions of either academic offerings of specific programmes or the whole range of programmes on offer. Viewed holistically, curriculum includes all the planned activities, as well as the unplanned, hidden, philosophical and organisational aspects.
Curriculum framework	A tool for organising a programme mix for a specific subject field/ learning area and for mapping possible learning pathways.
Development Quality Partner (DQP)	Means a body delegated by the QCTO to manage, coordinate and fund the process of developing specific occupational qualifications, curricula and assessment specifications.
Diagnostic Assessment	Diagnostic assessment refers to assessment that takes prior to the learning process and provides valuable planning information e.g. the use of pre-test to determine the entry level of competence.
Education Training and Quality Assurance	Are bodies responsible for ensuring the quality of learning achievements. Functions include: accredit providers, monitor and audit providers, register assessors, facilitate moderation and verification. NSG's primary ETQA/AQP is the PSETA.
e-Learning	The eLearning approach involves the selection and use of the most appropriate and available electronic media to address capacity building needs.

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	e-Learning refers to the use of information and communication technology to select, design, deliver, administer, facilitate and support learning. The term e-learning covers a wide set of applications and processes, including computer-based learning, web-based learning and mobile learning. It involves all electronic media including the Internet, Intranets, satellite broadcast, audio/video recordings, interactive television and CD-ROM.
Evaluation	Evaluation is a time-bound and periodic exercise that seeks to provide credible and useful information to answer specific questions to guide decision making by staff, managers and policy makers. Evaluations may assess relevance, efficiency, effectiveness, impact and sustainability. Impact evaluations examine whether underlying theories and assumptions were valid, what worked, what did not and why. Evaluation can also be used to extract crosscutting lessons from operating unit experiences and determining the need for modifications to strategic results frameworks.
External Integrated Summative Assessment	means the assessment of learning against an occupational qualification, part qualification. It is a standardized test that is administered and scored by an Assessment Quality Partner in a consistent manner to ensure legal defensibility
Formative Assessment	means on-going assessments, reviews, and observations which would be a range of formal and informal assessment procedures employed by facilitators during the learning process in order to modify teaching and learning activities and to improve learners' attainment; QCTO CERT – 001/13 QCTO Certification Policy Page 5 Assessment that takes place during the process of learning and teaching
Integrated learning framework	A conceptual tool that systematically organises matrixes of competency clusters consisting of learning focus areas that are related to specific competencies that a job holder is required to acquire and perform. The learning framework of NSG primarily focuses on provision of training on the transversal and functional learning areas for the public service. Its objectives include the following: ✓ To integrate learning and development across the public service

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	<ul style="list-style-type: none"> ✓ To generate curriculum frameworks that provide clarity and coherence to the matrixes of learning areas across the different job levels in the public service ✓ To ensure quality learning through improved content, provision of relevant and standardised training within the public service ✓ To facilitate access, mobility and progression in learning and career paths within the public service ✓ To enhance professional development, competence and performance within the public service.
Learner	means an individual who is participating in a learning programme with the purpose of achieving credits for standards and /or qualifications
Learner qualifications development facilitator	means a qualifications development facilitator in training
Moderation	means a quality assurance process directed at ensuring that assessments of the outcomes described in National Qualifications Framework standards or qualifications allowing continuous improvement of the curriculum, assessments, moderations standards and qualifications marked with accuracy, consistency and fairness and that the process is fair, valid and reliable
Moderator	means the person that verifies that an assessment process is conducted fairly and reliable
Module	A module is understood to be a small unit of learning, the combination of which may comprise a course or programme.
Monitoring	means a continuous process of review of quality that can be conducted internally and or externally to recommend quality improvements
National Artisan Moderation Body (NAMB)	means the body established per section 26A of the Skills Development Act, Act 97 of 1998... This body is the QCTO's Assessment Quality Partner for all Trades as listed in the Government Gazette 35625
National Qualifications Framework	The National Qualifications Framework is essentially a quality assurance system for the development and registration of standards and qualifications in South Africa. Its objectives are to: Create an integrated national framework for learning achievements

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	<p>Facilitate access to, and mobility and progression within education, training and career paths</p> <p>Enhance quality of education and training</p> <p>Accelerate the redress of past unfair discrimination in education, training and employment opportunities</p> <p>Contribute to the full development of each learner and the social and economic development of the nation at large.</p> <p>It is the sub-framework for trades and occupations as contemplated in Section 4 of the NQF Act</p>
Outcome	A statement of what learners should be able to do as a result of engaging in the programme/course/module. In general, it is more useful to have outcomes that indicate what learners will be able to do with their knowledge rather than outcomes that simply indicate that learners will acquire knowledge.
Occupational Qualifications Sub-Framework	The Occupational Qualifications sub Framework is built on occupations as defined in the Organising Framework of Occupations.
Occupation	An occupation is a cluster or group of similar jobs that share many common occupational tasks of similar complexity and require similar performance across different processes and industries.
Part qualification	means an assessed unit of learning that is registered on the NQF as a part qualification
Occupational Qualification	The SDA defines an occupational qualification as 'a qualification associated with a trade, occupation or profession, resulting from work-based learning and consisting of knowledge unit standards, practical unit standards and work experience unit standards'.
Performance	Human performance is a process in which resources are used in an effective, efficient and productive way to produce results that satisfy requirements of time, quality and quantity, and which are the effect or outcome of the actions or behaviour of a performer in the work process. Performance is measured against an agreed description of the job, outputs and standards.
Programme	A learning programme refers to a combination of courses and/or modules, leading to the achievement of a qualification or part qualification.

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Provider	A provider is a body which delivers learning programmes which may or may not culminate in specified standards or qualifications registered on the National Qualifications Framework (NQF) and manage the assessment including moderation thereof.
QCTO	means the Quality Council for Trades and Occupations established in terms of section 26G of the Skills Development Act, 1998, Act no. 97 of 1998
Qualification	means the formal recognition of the achievement of the required number and range of credits and other requirements at specific levels of the NQF determined by the QCTO
Quality Assurance	means the process of ensuring that standards and procedures are adhered to and that delivered products or services meet performance requirements according to the QCTO requirements
Quality	<p>Quality refers to a degree to which a set of inherent characteristics fulfill requirements. It is a measure of how well a product or service:</p> <ul style="list-style-type: none"> ✓ Meets a well-defined need, use or purpose ✓ Complies with applicable standards and specifications ✓ Complies with requirements of society ✓ Offers value for money.
Quality management system	<p>is a series of interrelated organisational processes and activities that are designed and implemented on the basis of established principles, policies and procedures to meet a specified degree of excellence. Quality management involves: quality planning; quality control; quality assurance; and quality improvement.</p> <p>Every education, training and development (ETD) provider is required to have:</p> <ul style="list-style-type: none"> ✓ A quality management system with policies that govern the provider's ETD practice. ✓ Processes and procedures that enable the provider to practice its defined quality management policy statements. ✓ Review mechanisms to ensure that these policies, processes and procedures remain effective.
Recognition of Prior Learning	a means of recognising what individuals already know and can do. RPL is based on the premise that people learn both inside and outside formal learning structures (including learning from work and life experience), and

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	that this learning can be worthy of recognition and credit in formal educational contexts.
SAQA	means the South African Qualifications Authority contemplated in Chapter 4 of NQF Act, 2008 (Act No.67 of 2008); QCTO CERT – 001/13 QCTO Certification Policy Page 6
SETA	means a Sector Education Training Authority established in terms of Section 9 of the SDA, 1998
Skills Development Act	means the Skills development Act (Act 97 of 1998) as amended in 2008
Special Needs	the special educational requirements of those with learning difficulties, emotional or behavioural problems, or physical disabilities.
Stakeholders envisaged in the DQP SLA	mean those with direct interest in the occupation concerned which includes but is not limited to the following: employers of that occupation or relevant employer associations, unions with membership in that occupation, professional bodies or occupational associations, industry bodies, education and training providers who would deliver one or more of the components
Statement of results	is a document issued by the AQP or the Service Provider for an occupation or part qualification that is registered in the NQF.
Summative Assessment	Is assessment for making a judgment about achievement and is carried out when a learner is ready to be assessed at the end of a program of learning.
Training	represents an organised, disciplined way to transfer the knowledge and know-how that is required for successful performance in a job, occupation or profession. It is ongoing, adaptive learning, not an isolated exercise.
Unit standard	is defined as registered statements of desired education and training outcomes for which a learner will receive credit.
Verification	a process managed by an ETQA for externally verifying moderation processes and confirming or overturning moderation findings.

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1.8 Acronyms

AQP	Assessment Quality Partner
DQP	Development Quality Partner
NSG	National School of Government
DPSA	Department of Public Service and Administration
ENE	Estimates of National Expenditure
ETD	Education, Training and Development
ETQA	Education and Training Quality Assurance
ETD QMS	Education, Training and Development Quality Management System
FET	Further Education and Training
HEI	Higher Education Institution
HR	Human Resource
IIC	Individual Independent Contractor
JMMS	Junior and Middle Management Service
KM	Knowledge Management
LOGOLA	Local Government Leadership Academy
MIS	Management Information Systems
MoU	Memorandum of Understanding
NAMB	National Artisan Moderation Body
NSA	National Skills Authority
NLRD	National Learner Record Database
NQF	National Qualifications Framework
OBET	Outcomes Based Education and Training
PALAMA	Public Administration Leadership and Management Academy
PFMA	Public Finance Management Act
PSETA	Public Services Sector Education Training Authority
RoI	Return on Investment
RPL	Recognition of Prior Learning
QCTO	Quality Council for Trades and Occupations
QMS	Quality Management System
SAEM	South Africa Excellence Model
SAQA	South African Qualifications Authority
SDA	Skills Development Act

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SDP	Skills Development Provider
SITA	State Information Technology Agent
SLA	Service Level Agreement
SMS	Senior Management Service
TNA	Training Needs Analysis
TQM	Total Quality Management

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2 POLICY AREAS

For each NSG policy area there is a separate policy document in which the specific purpose, scope and procedures are developed in detail. A summary of policy area standards is presented below.

2.1 Curriculum and Learning Programme Management

The NSG offers high quality learning opportunities and interventions to meet SAQA, NQF, QCTO, PSETA ETQA and other relevant ETQA standards. Curricula and learning programmes:

- a) Are planned in a manner that coherently links modules to a relevant competency framework and curriculum framework.
- b) Are outcomes based and enable learners to achieve the programme purpose and learning outcomes.
- c) Are appropriate to the learner target audience and mode of delivery.
- d) Reflect a learner centred approach in terms of adult, interactive and work integrated learning, and sensitivity to gender, disability and geographic location.
- e) Reflect a scaffolding approach to the acquisition of knowledge, skill, values and capabilities
- f) Integrate theoretical and practical learning.
- g) Include appropriate formative and summative assessment methods and techniques.
- h) Enable learners to achieve the learning outcomes and assessment criteria specified for NQF registered unit standards or qualifications where relevant.
- i) Promote continuous professional development and life-long learning.
- j) Are reviewed and updated on a regular basis.

2.2 Learner Management

The NSG considers learners as key stakeholders in the learning environment. Therefore an integrated learner support system is used which is aligned to SAQA, QCTO and PSETA learner management standards:

- a) A learner profile identifies the characteristics and situation of current and prospective learners.
- b) The obligations and responsibilities of the learners and NSG as ETD provider are made clear at throughout the Learning Provision Cycle.
- c) The curriculum and the teaching approach takes into account that learners come from a variety of different backgrounds and have different needs, abilities and aspirations.
- d) Learners are carefully oriented to the academic and resource requirements of and methods used in a learning programme.

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- e) Learning programmes build on prior learning and experience, and encourage learners to be active and reflective participants in the learning processes.
- f) Special needs and disabilities are catered for in the curriculum design, learning material development, selection of technologies, assessment, venue and mode of delivery.
- g) The choice of language of learning and facilitation is based on the national language policy, language profiles of learners, career context and curriculum.
- h) The number of learners enrolled on a programme does not exceed the capacity of the staff and the administrative infrastructure to provide for learner support and assessment needs in terms of the criteria in this document.
- i) A management information system enables the tracking of learner performance and progress.

2.3 Assessment Management

As an integral part of the curriculum, assessment is consistent with the principles and standards of curriculum and learning programme management, and learner management outlined above. In addition:

- a) Staff involved in assessment and moderation are qualified and competent to assess and/or moderate learning at the level required by the programme.
- b) The assessment strategy includes systems for internal and external moderation and verification that meet accreditation requirements as applicable.
- c) Assessment requirements and procedures are clearly communicated to learners and assessors.
- d) An appeal system is in place for all assessment stakeholders.
- e) There are procedures for recognising prior learning (RPL) and for assessing current competence.
- f) There is a code of conduct for assessors and moderators.
- g) Assessment results are recorded accurately and reliably and are available to all stakeholders including learners.
- h) There are adequate systems to ensure security of personal information and security of identity during assessment processes.
- i) Clear and efficient arrangements are in place to ensure that the integrity of certification processes is not compromised.

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2.4 Certification Management

The NSG adheres to an integrated post learner support system which is aligned to SAQA and PSETA certification standards:

- a) The NSG under the ETQA regulations has a delegated authority granted by PSETA as prescribed by the SAQA Act, (Act No. 58 of 1995) to take responsibility for the certification of constituent NSG learners.
- b) The NSG issues certificates of competence for credit-bearing programmes to learners who successfully met the minimum requirements of the said programme as delegated by PSETA
- c) The PSETA as the AQP issues statements of results for occupational qualifications and/or part qualifications and the QCTO issues certificates for occupational qualifications and/or part qualifications for learners who successfully meet the minimum requirements.
- d) A certificate of successful completion is issued to learners who meet the minimum assessment requirements for summative purposes towards any non-credit bearing supported and/or required programmes.
- e) A certificate of attendance is issued to participants who fully attended a non-credit bearing programme/workshop/seminar/conference with no post classroom assessment and also credit bearing programmes immediately after completion of such a programme.

The NSG holds the following views about certification:

- i. Certificates should be a reflection of the quality of the service, education and training offered by NSG.
- ii. Certificate should be influenced by social conditions, research, technology, and professional needs and developments.
- iii. The design of the certificate should take into account the learning and cultural context.
- iv. Certificate should reflect the philosophical orientation, knowledge base, and values that underpin its design.

Certificate should make access to learning opportunities, variety of pathways and entry and exit points in order to facilitate movement between the achievement of qualifications and other non-credit bearing learning.

2.5 ETD Staff Management

The NSG has sound recruitment and selection procedures which are aligned to the government's human resource management and development regulations. ETD practice by internal ETD staff and secondary service providers reflects the following qualities:

- a) ETD staff members are suitably qualified and experienced.

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- b) Commitment to the ongoing improvement of professional practice and development through training, collegial support, communities of practice, departmental reviews and reflection.
- c) An effective performance management and appraisal system for all internal staff.
- d) Arrangements are in place for the proper recruitment, training, monitoring and payment of the necessary part-time and contract staff.

Secondary providers are contracted on the basis of, among others:

- i. Subject knowledge and competence of individual consultants and associates.
- ii. Understanding of the public service context.
- iii. Understanding of design, development and facilitation strategies for quality learning.
- iv. Registration with relevant professional or accreditation bodies where appropriate.
- v. Appropriate capacity and infrastructure to manage and administer specific projects.

2.6 Finance, Administration and Physical Resource Management

The NSG has policies and procedures in place to ensure compliance with:

- a) Company registration and tax compliance regulations.
- b) Occupational health and safety regulations, Labour regulations relating to employment and skills development.
- d) Minimum standards for management of information, documents and records.
- e) Public finance management regulations.
- f) Procurement and supply chain regulations.

3. POLICY MANAGEMENT

The NSG ETD Quality Management System Policy is maintained by the Inter-branch Quality Management Team and policy owners within NSG. Policies and relevant documents (regulations, guidelines, reports, templates, forms and exemplars) are available at points of use and can also be accessed on the Intranet.

3.1 Monitoring and Evaluation

Monitoring of ETD practices will take place through a continuous process of collecting, analysing and reporting data on inputs, activities, outputs, outcomes and impacts as well as external factors that will ensure that effective management is supported. This will be done in accordance with the documented criteria and procedures contained in the NSG ETD Quality Management System Policy and related guidelines.

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The following standards of excellence will be used for evaluation:

- a) The evaluation will serve the practical information needs of intended users.
- b) The evaluation is realistic, prudent, tactful, and frugal.
- c) The evaluation is conducted legally, ethically, and with due regard for the welfare of those involved in the evaluation, as well as those affected by its results.
- d) The evaluation will reveal and convey technically adequate information about the features that determine worth or merit of the NSG ETD Quality Management System Policy and/or practice being evaluated.

A variety of monitoring and evaluation methods and activities will include but not be limited to:

- i) Interviews
- ii) Questionnaires
- iii) Surveys
- iv) Case Studies
- v) Observations
- vi) Document Reviews
- vii) Product Samples

3.2 Review

The NSG ETD Quality Management System policy will be reviewed at least once every three (3) years. The policy will remain relevant and responsive to national and other strategic developments.

3.3 Non-compliance

Preventive and corrective actions are taken for non-compliance. Non-performance on the part of internal ETD staff will be dealt with in accordance with NSG Human Resource Policies and the Performance Management System. Non-compliance on the part of secondary providers will be dealt with in accordance with Memorandum of Understanding, contract and/or service level agreement between the provider and NSG.

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4. POLICY AUTHORSHIP AND RECOMMENDATION

This policy was prepared and is recommended by the Inter-branch Quality Management Team:

Author: Branch/Division	Quality Assurance	
Team member	Signature:	Date:
Fran Greyling		2015.06.04
Izimangaliso Malatjie		2015/06/04
Lekau Boshomane		04/06/2015
Matsoai Hlahane / Letty Raseroka		08/06/2015
Marisa Labuschagne		8/6/2015
Milly Daweti		04.06.2015
Sal Muthayan		04/06/15
Shamrita Bhikha		04/06/15
Tamara Ntombela		04/06/15
Thean Potgieter		04/06/15

5. POLICY APPROVAL

Principal:		Effective Date:	
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Signature: Date: 18/11/15



school of government

Department
National School of Government
REPUBLIC OF SOUTH AFRICA

**EDUCATION, TRAINING AND DEVELOPMENT
QUALITY MANAGEMENT SYSTEM
CERTIFICATION MANAGEMENT POLICY**

DATE: 04/06/2015



CERTIFICATION MANAGEMENT POLICY

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1. OVERVIEW

1.1 Preamble

The National School of Government (NSG) has been fully accredited as a training provider by the Public Sector Education and Training Authority (PSETA) in 2008. The NSG under the ETQA regulations has a delegated authority granted by PSETA as prescribed by the South African Qualifications Authority Act, (Act No.58 of 1995) to take responsibility for the certification of constituent NSG learners. The issuing of certificate for the credit bearing short courses relate to credits registered on the NQF or approved by the Senate of Higher Education Institutions. The NSG will also issue a certificate to learners enrolled within the ETQA system regarding credit bearing short courses where such authority to issue certificate has been delegated to it. In certain instances, joint issuing of certificates, e.g. with HEIs will be done. Under the amended Skills Development Act the NSG is accredited as the Skills Development Provider (SDP) by the QCTO through the Assessment Quality Partner (AQP) for Occupational qualifications. PSETA as the AQP in this case is responsible for issuing statement of results and the issuing of certificates of competence to competent learners remains the function of the QCTO.

This policy is informed by the National Skills Development Strategy, the Human Resource Development Strategic Framework for the public service, South African Qualifications Authority (SAQA) and Public Services Sector Education Training Authority, Education Training Quality Assurance body (PSETA ETQA) guidelines, and international standards of good Education, Training and Development (ETD) practice. This policy must therefore be read and implemented in conjunction with the NSG ETD QMS policies.

1.2 Purpose

The purpose of this policy is to:

- i. Meet standards and requirements of SAQA/QCTO, PSETA ETQA and other relevant ETQAs for the issuing of certificate for both credit-bearing and non-credit bearing short programmes.
- ii. Ensure that NSG issues certificates to participants/learners in accordance with SAQA ETQA Regulations 1127 of 1998 and/or QCTO requirements.

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- iii. Support the implementation of issuing certificates to successful learners in a responsible and accountable manner, by ensuring the integrity and credibility of the certification and awards process.
- iv. Foster the development and enhancement of relevant public service competencies and work related capabilities for improved service delivery.
- v. Support portability and achievement of national credits where applicable.
- vi. Ensure continuous improvement and sustainability of the ETD activities of the Academy.
- vii. Enhance the quality of learning achievements so that it impacts positively on the communities it intends to serve.

1.3 Scope

The scope of this policy covers both credit bearing and non-credit bearing based programmes/courses. The scope of the NSG Certification Policy spans the entire Learning Provision Cycle of the School. It also covers the principles, procedures, complaints, appeal, types of certificate, security measures, SAQA hologram, tracking system and NSG database system on certification.

SAQA/QCTO and the PSETA make provision for the use of ETD secondary providers for specialist functions such as generating new unit standards, assessment, moderation, programme evaluation, external review, and other off-site functions. Where parts of product realisation are carried out by secondary service providers, the principles and processes outlined in this policy will apply, in addition to the Memorandum of Understanding, contract and/or service level agreement.

The stakeholders in certification management are the learner, NSG, Inter-branch Quality Management Team, Professional Support Branch, SAQA, PSETA ETQA, and other ETQAs where relevant.

The stakeholders in Certification management with regards to registered occupational qualifications are the learner, QCTO, PSETA ETQA, SAQA, NSG, Inter-branch Quality Management Team and Training Delivery and Management Branch,

1.4 Approach

In terms of certification the approach is cyclic and iterative and must be inclusive and cross-functional. This team approach is based on lateral and external collaboration:

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Lateral contribution: Transversal and inter-branch consultations will be held regularly to elicit input and ensure ongoing review in the following areas:

- Verification compliance.
- Capturing details on certificates.
- Certificate security.
- Certificate signatories.
- Certificate serial numbers.
- Watermark and seal.
- Certificate replacement.
- Awarding certificate.

External collaboration: External stakeholders participate as reference groups or certificate committees. Members include multiple stakeholders such as national departments, provincial and local government, higher education institutions, further education and training institutions, private providers, professional bodies, and relevant quality assurance bodies.

2. CERTIFICATE MANAGEMENT

The management of certificate is underpinned by key acronyms and glossary that serve as part of standard operating procedure in implementing the policy.

2.1 Views about Certification

NSG holds the following views about certification:

- a) Certificates should be a reflection of the quality of the service, education and training offered by NSG.
- b) Certificate should be influenced by social conditions, research, technology, and professional needs and developments.
- c) The design of the certificate should take into account the learning and cultural context.
- d) Certificate should reflect the philosophical orientation, knowledge base, and values that underpin its design.
- e) Certificate should make access to learning opportunities, variety of pathways and entry and exit points in order to facilitate movement between the achievement of qualifications and other non-credit bearing learning.

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3. TYPES OF CERTIFICATES

NSG will issue the following types of certificates:

3.1 Certificate of attendance

The minimum requirements for awarding the certificate of attendance:

- a) A certificate of attendance is issued to any participant attending a non-credit bearing programme/course, workshop/seminar with no post classroom assessment. The certificate will only be issued to a participant who attends 90% of the training session.
- b) A certificate of attendance is also issued to any participant attending a credit-bearing programme. The certificate will be issued immediately after the session(s) is/are completed. For a participant to qualify he or she should be present in the classroom for at least 90% of the face to face or online event.
- c) A certificate of attendance is also issued for workshops, seminars and conferences. A certificate for workshops, seminars and conferences are issued to candidates who have attended for the duration of these events.
- d) The PSETA as an Assessment Quality Partner issues the statement of results for registered Occupational Qualifications
- e) The QCTO as a Quality Council for Occupational Qualifications issues certificates for registered occupational qualifications.

3.2 Certificate of successful completion

A certificate of successful completion is issued to candidates who meet the minimum assessment requirements for summative purposes. An example of such a programme could be any financial management or any other functional course or programme that is required and/or supported by the National Treasury or any other national, provincial or local entity or department and where, even though no ETQA accreditation exists, a minimum requirement for successful completion has been set. The certificate will be issued to candidates who comply with the following conditions:

- a) Write a test/examination/assessment;
- b) Pass/meet the minimum assessment requirements.

Principal: R LevinSignature: [Signature] Date: 15/01/13



CERTIFICATION MANAGEMENT POLICY

3.3 Certificate of competence

A certificate of competence is issued to candidates who have attended a credit bearing programme/course offered by NSG and have successfully met the minimum requirements of the said programme/course. The right to be awarded a certificate of competence is dependent on the:

- a) Submission of an formative assessments which include a portfolio of evidence;
- b) Integrated summative assessment
- c) Assessment and moderation thereof;
- d) Declaration/judgment of competence.
- e) Verification by PSETA

A certificate of competence is issued by the QCTO to learners who have attended a registered occupational qualification/part qualification offered by NSG and have successfully met the minimum requirements of the said qualification/part qualification. The right to be awarded a certificate of competence is dependent on the:

- a) Submission of an formative assessments which include a portfolio of evidence;
- b) External Integrated summative assessment
- c) Assessment and moderation thereof;
- d) Declaration/judgment of competence.
- e) Verification and issuing of statement of results by PSETA

A certificate of competence can also be issued in cases where processes for recognition of prior learning (RPL) have been followed and the candidate is declared competent against a unit standard which forms part of NSG's accreditation scope.

Secondary providers (e.g. HEIs or FETs) may issue certificates of competence on behalf of NSG where such powers have been delegated, in accordance with the memorandum of understanding.

Principal: RievinSignature: [Signature]Date: 18/11/15



CERTIFICATION MANAGEMENT POLICY

4. PROCEDURE**4.1 Awarding Certificates**

- a) Certificates for programmes may be awarded at a graduation ceremony.
- b) Graduates who are not present at the ceremony must collect their certificate in person from NSG or arrangements can be made for it to be posted.
- c) Graduates who are unable to collect certificates in person must arrange for a legal representative such as a guardian to collect the certificate on their behalf.
- d) In cases where graduation ceremonies do not take place, certificates will be couriered to the Human Resource Director of a National or Provincial department, the Office of the Premier, or the relevant office at the time of the dispatch.

4.2 Non Credit-Bearing Programmes

Printing and distribution of certificates shall be done within a period of 30 – 60 calendar or working days from:

- a) The last day of any training event subject to a learner being present for at least 90% of classroom time for any course where only an attendance certificate is issued; or
- b) The date on which an instruction is received from the moderating body for courses where subject specific requirements are set and a certificate of successful completion is issued;

4.3 Credit-bearing Programmes

Printing and distribution of certificates shall be done within 30 days of:

- a) The date on which the Statement of Results is received from the relevant ETQA for courses for which a certificate of competence is issued.

4.4 Occupational qualifications/Part qualifications

The QCTO as stated in their certification policy will:

- a) issue certificates within 21 days after receipt of verified learner achievement information from the relevant AQP;
- b) distribute certificates to the relevant AQP once certificates have been issued;

Principal: R Levin

Signature: [Signature]

Date: 18/11/15



- c) upload learner achievement data to the NLRD according to the NLRD load specifications; and
- d) re-issue certificates on request of the relevant AQP.

4.5 Issuing of Statements of Results and Certificate of Competence

- b) The ETQA will verify all assessments and submissions before issuing each learner/participant with the statement of results. NSG will issue a certificate of competence as per delegation once such statements of results are received from the ETQA with regards to credit bearing programmes/courses.
- c) The PSETA ETQA will issue a statement of results and the QCTO will issue a certificate of competence for registered occupational qualifications.

5. COMPLAINTS ON CREDIT AND NON-CREDIT BEARING CERTIFICATE ISSUING

A training coordinator or participant may lodge a complaint outside of the appeals policy and process with regard to the following:

- a) Accuracy of information on the certificate (such as spelling errors of personal particulars, course name, unit standard, etc.),
- b) Turn-around time for releasing certificates (see paragraph 6).

6. APPEALS

The Course Systems and Administration Unit or candidate may access the Appeals Procedure should she/he be dissatisfied with any of the following relating to the certification of learners:

- a) Withholding certification;
- b) De-registration consequences of certificate.

7. SIGNATORIES AND SIGNATURES

Due to the large number of certificates that are printed, a special electronic signature of the Principal of NSG will be inserted onto the certificates. As part of risk management, the use of electronic signatures

Principal: f. lemm

Signature: [Signature]

Date: 18/11/15

EDUCATION TRAINING AND DEVELOPMENT POLICIES		 school of government Department: National School of Government REPUBLIC OF SOUTH AFRICA
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CERTIFICATION MANAGEMENT POLICY		

will be strictly managed and monitored in accordance with Electronic Communication and Transaction Act of 2002, which controls such use.

8. USE OF TRADEMARK

8.1 SAQA Trademark

Written permission will be requested from SAQA prior for using their logo and hologram. NSG should undertake to comply with SAQA guidelines and specifications for approved use of the logo. NSG should also control and monitor the use of the SAQA trademarks. NSG must familiarize itself with the SAQA policy on acceptable usage of SAQA trademarks. NSG must ensure that the flow chart and the standard operating procedure developed for the implementation of this certification policy is adhered to.

8.2 ETQA Trademark

Written permission will be requested from any ETQA prior to using their logo and hologram. NSG should undertake to comply with ETQA guidelines and specifications for approved use of the ETQA logo. NSG should also undertake to control and monitor use of the ETQA trademarks. NSG must familiarise itself with the ETQA policy on acceptable usage of ETQA trademarks. NSG must ensure that the flow chart and the standard operating procedure developed for the implementation of this certification policy.

9. CERTIFICATION INFORMATION

NSG certificates will meet the SAQA and ETQA requirements as well as the NSG quality standards by reflecting the following information on the certificate:

- Registered/accredited name (NSG);
- Required information; Identity number/passport number of the candidate/learner;
- The registered unit standard (s) achieved by the participant/ learner (including SAQA ID, title, level and credits);
- Name of programme/course;
- Date of issue;
- NSG logo and/or SAQA and ETQA logo/s where applicable;

Principal: K. Levin

Signature: [Signature] Date: 18/11/15



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- g) Signature of NSG Principal;
- h) Unique certificate number and
- i) NLRD registration number where applicable.

In addition, the specific unit standard/s, for which the candidate has been granted achievement, will be listed on a statement of results received from the relevant ETQA and/or official NSG letter. The said document will be attached to the certificate.

10. SECURITY

As stated in paragraph 9, a special electronic signature of the Principal of the NSG may be inserted onto the certificates under password authority in accordance to the set policies and procedures of NSG.

Certificate security audits will be conducted:

- a) Regularly by NSG; and
- b) On a random basis on request from QCTO, PSETA or any other ETQA.

10.1 Watermark and seal

- i. Each certificate should be designed with a unique watermarked logo and design that will avoid fraudulent copying.
- ii. Each certificate should have the approved NSG seal in the approved design. Without the approved NSG seal the certificate is not valid.
- iii. NSG is responsible to ensure that certificates are not fraudulently issued and implement process and procedures that effectively and efficiently monitor the issuing of all certificates issued internally and externally.
- iv. Any certificates needed by Government departments or used in marketing to show as an example of a NSG certificate must clearly be marked as 'sample' or 'example'.

Principal: R. L. L. L.Signature: [Signature] Date: 18 July 2015



CERTIFICATION MANAGEMENT POLICY

10.2 Authenticating Certificates through outside enquiries

- a) NSG will verify whether or not certificates are authentic. This service is available to government departments and relevant sectors. NSG can only verify certificates issued from August 2008.
- b) When verifying these certificates, the following is checked:
 - i. Validity and authenticity of the certificate (the unique code associated with it).
 - ii. Course/Programme(s) information.
 - iii. Personal information (date of birth, ID number, surname and full names) appearing on the certificate.
 - iv. Effective date of the certificate.
- c) For NSG to verify a certificate, the following information is required:
 - i. Copy of the certificate or
 - ii. Certificate number
 - iii. Full names and ID number (including maiden name where applicable)

10.3 Verification Compliance

- a) All assessment results are given by Director: Learner Records who will tally up credit scores and submit this report to the Head of Branch: Training Delivery and Management for final confirmation before issuing of certificates.
- b) Any faulty printing and cancelled certificates will be recorded for stock taking purposes.

11. INTEGRITY OF DATA

- a) The integrity of data and the ETQA Management Information Systems (MIS) policy will be maintained by the NSG.
- b) Designated person/s identified by the NSG will be responsible for maintaining or updating information on the database. This will ensure that manipulation and errors are kept to a minimum

Principal: R. LemieSignature: [Signature] Date: 18/11/15



CERTIFICATION MANAGEMENT POLICY

12. RE-ISSUE OF CERTIFICATES

- a) The re-issuing of a certificate will be done strictly in accordance with the NSG procedures and once a formal written application is received from the participant/ learner and may be re-issued at a nominal cost;
- b) Certificate re-issuing will only be done for certificates with incorrect information or in instances where a certificate was never delivered to a coordinator/department/entity or a participant;
- c) In cases of incorrect information on the certificate, the original certificates must be returned to NSG. This certificate will form part of the accompanying request for re-issuing; and
- d) Where the original certificate was never received, an affidavit explaining the circumstances must accompany any application.

12.1 Certificate Replacement

- a) Learner may only receive a new certificate after sufficiently proving that the previously awarded certificate has been destroyed or ruined. This proof must come in the form of a signed affidavit, physical proof of damaged certificate or photographs showing damage.
- b) All replaced certificates will be recorded in the NSG systems.

13. NON-COMPLIANCE

Preventive and corrective actions are taken for non-compliance. Non-performance on the part of internal ETD staff will be dealt with in accordance with the NSG Human Resource Policies and the Performance Management System. Non-compliance on the part of secondary providers will be dealt with in accordance with Memorandum of Understanding, contract and/or service level agreement between the provider and the NSG.

14. RESPONSIBILITY AND AUTHORITY**14.1 Principal or his delegated authority**

The NSG Principal or his/her delegated authority has the responsibility and authority to:-

Ensure that the provisions in the procedure are adhered to.

Principal: P. le Roux

Signature: [Signature]

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**14.2 Heads of units responsible for issuing of certificates**

The Director: learner records has the responsibility and authority to:-

- a) Implement the policy;
- b) Regularly monitor adherence to the policy;
- c) Develop a procedure to support the implementation of the policy.
- d) Participate in the annual review of the policy coordinated by the Quality Assurance unit

15. OVERALL ACCOUNTABILITY TO THE POLICY

The Principal is accountable for overall Policy implementation and reserves the right to intervene and take the necessary steps when the Policy is not adhered to. The accountability may be delegated to a senior manager.

16. POLICY EFFECTIVE IMPLEMENTATION DATE

Unless specifically expressed in the document, the SOP/Policy should be deemed to take effect on the day it is approved and signed by the Principal.

17. VALIDITY OF POLICY DOCUMENT

In an event of any doubt about the authenticity of this SOP/Policy document, the document signed by the Principal should be considered as the only document with validity, authority and a force of law.

18. REVIEW OF POLICY

The NSG certification Policy/SOP will be reviewed, as part of the ETD QMS, once every three (3) years. The policy will remain relevant and responsive to national and other strategic developments.

Principal: R. LevinSignature: [Signature] Date: 18/11/15



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CERTIFICATION MANAGEMENT POLICY

19. POLICY AUTHORSHIP AND RECOMMENDATION

This policy was prepared and is recommended by the Inter-branch Quality Management Team:

Author: Branch/Division	Quality Assurance	
Team member	Signature:	Date:
Fran Greyling		2015.06.04
Izimangaliso Malatjie		2015/06/04.
Lekau Boshomane		04/06/2015
Matsoai Hlahane / Letty Raseroka		08/06/2015
Marisa Labuschagne		8/6/2015
Milly Daweti		04.06.2015
Sal Muthayan		04/06/15
Shamrita Bhikha		04/06/2015
Tamara Ntombela		04/06/2015
Thean Potgieter		04/06/15

20. POLICY APPROVAL

Principal:		Effective Date:	18/6/15
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National School of Government
REPUBLIC OF SOUTH AFRICA

EDUCATION, TRAINING AND DEVELOPMENT QUALITY MANAGEMENT SYSTEM ETD STAFF MANAGEMENT POLICY

Learn Grow Serve

Document Reference: 13/3/2/1
Document Type: Policy
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2/06/17

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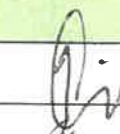



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Version and Amendment Schedule

Version	Version Date	Author	Description of Amendments
1.0	09/2008	Quality Assurance Unit	Document Created
2.0	10/2013	Quality Assurance Unit	Document Reviewed
3.0	01/2017	Quality Assurance Unit	Document Reviewed

Approval and Control Schedule

Approved By	Designation	Responsibility	Signature	Date Approved	Copy Status
Mr BI Maja	DDG: SS	Custodian		15/05/2017	Master
Prof Richard M Levin	Principal	Approving Authority		2/06/17	



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 REPUBLIC OF SOUTH AFRICA

QUALITY MANAGEMENT SYSTEM

**NATIONAL SCHOOL OF GOVERNMENT (NSG)
ETD STAFF MANAGEMENT POLICY**

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1. PREAMBLE

- 1.1 The National School of Government (NSG) Education, Training and Development (ETD) Staff Management Policy is designed within the context of the national and service delivery goals of South Africa as well as the Human Resource Development Strategic Framework for the public service, so as to contribute towards a professionalised public service.
- 1.2 This policy should be used in conjunction with the Public Service Act as amended, the overarching NSG Education, Training and Development Quality Management System (ETD QMS) and the NSG Recruitment and Selection Policy.

2. PURPOSE

The purpose of this policy is:

- a) To ensure that NSG follows sound recruitment and selection procedures of ETD staff members, which are aligned to the government's human resource management and development goals.
- b) To provide a framework within which ETD secondary providers are selected and managed.
- c) To enhance ongoing improvement of ETD professional practice and development through, but not limited to training, collegial support, communities of practice, departmental reviews and reflection.
- d) To enhance the quality of learning provision for improved public service delivery and continuous professional development.

3. SCOPE

The ETD Staff Management Policy applies to internal and external ETD practitioners which are employed by the National School Government.

4. APPROACH

This policy follows a developmental and integrated approach which links ETD staff development with, but not limited to:

- a) Competence required for the mandate and strategy of NSG.
- b) National Skills Development Strategy of South Africa.
- c) Human Resource Development Strategic Framework for the Public Service.
- d) The Integrated Learning Framework of the Public Service Training.
- e) Relevant legislative prescripts of South Africa.

5. PRINCIPLES AND VALUES

The NSG ETD Staff Management policy upholds the Constitution and the Batho-Pele principles and values (i.e. *we belong, we care and we serve*), which are at the core of public service delivery, and the transformation of public service departments into citizen-orientated organisations through:



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- a) Consultation.
- b) Setting service standards.
- c) Increasing access.
- d) Ensuring courtesy.
- e) Providing information.
- f) Openness and transparency.
- g) Redress.
- h) Value for money/Return on Investment (RoI).

6. KEY SOURCES OF AUTHORITY

- Constitution of the Republic of South Africa
- Public Service Act 1994 (Act 103 of 1994)
- Public Service Regulations, 2016
- Public Administration Management Act, 2014 (Act 11 of 2014)
- Labour Relations Act 1995 (Act 66 of 1995)
- Basic Conditions of Employment Act, 1997 (Act 75 of 1997)
- Employment Equity Act, 1998 (Act 55 of 1998)
- Promotion of Access to Information, 2000 (Act 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- Public Audit Act, 2004 (Act 25 of 2004)
- South African Qualifications Authority Act, (Act)
- Skills Development Act (Act 97 of 1998 as amended)
- Skills Development Levies Act (Act 9 of 1999)
- National Qualifications Framework Act, 2008 (Act 67 of 2008)
- Higher Education and Training Laws Amendment Act (Act 23 of 2012)
- Public Finance Management Act, 1999 (Act 1 of 1999)
- Occupational Health and Safety Act, 1993 (Act 85 of 1993)
- Applicable PSCBC/GPSSBC Resolutions and MPSA Directives
- Applicable NSG policies

7. ACRONYMS AND GLOSSARY OF TERMS

7.1 Acronyms

ABBREVIATION	DEFINITION
ETD	Education, Training and Development
ETQA	Education Training Quality Assurance
IQMT	Inter-branch Quality Management Team
NSG	National School of Government

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ABBREVIATION	DEFINITION
PFMA	Public Finance Management Act
PSETA	Public Services Sector Education Training Authority
QA	Quality Assurance
QCTO	Quality Council for Trades and Occupations
QMS	Quality Management System
RoI	Return on Investment
SAQA	South African Qualifications Authority
SETA	Sector Education Training Authority



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7.2 Glossary terms

TERMS	DEFINITIONS
Assessor	A person registered by an Assessment Quality Partner for the purposes of conducting assessment for occupational qualifications.
Moderator	A person that verifies that an assessment process is conducted fairly and reliable.
Facilitator	A person who engages in the activity of facilitation . They help a group of people understand their common objectives and assists them to plan how to achieve these objectives; in doing so, the facilitator remains "neutral" meaning he/she does not take a particular position in the discussion.
Inter-Branch Quality Management Team (IQMT)	A Committee that consists of the different role-players within the National School of Government that must fulfil in full of part of the roles and responsibilities to develop/review and maintain this policy.
Quality Assuror	A person who ensures a systematic process of verification to see whether a product or service being developed adheres to/ is meeting specified requirements or a defined set of quality criteria
Coach	A person who develops specific skills for the task, challenges and performance expectations at work
Mentor	A person who has a deep interest, personally involved in an individual's medium term and long term development
ETD practitioner	Education Training and Development Practitioner refers, but not limited to, internal facilitators, assessors, moderators, quality assurors, coaches and mentors.
Retired public servants	A Former employee
Secondary providers	External ETD practitioners which include, but are not limited to facilitators, assessors, moderators (IIC's, serving and retired public servants), caterers, security and cleaning staff.

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8. INTERNAL ETD STAFF

8.1 General

- 8.1.1 Internal ETD practitioners refers, but not limited to, internal facilitators, assessors, moderators, quality assurors, coaches and mentors employed by the National School of Government.
- 8.1.1 Emphasis is placed on alignment with national and sector skills priorities, the strategic direction of the NSG, skills audit and skills plans, performance management, and capacity building strategies.

8.2 Selection

- 8.2.1 The staff selection procedure for internal ETD practitioners must ensure that:
- a) Staff recruitment, selection, appointment, promotion and termination policy and procedures comply with applicable labour legislation and employment procedures.
 - b) Procedures ensure appropriate ETD practitioners' competencies, skills and qualifications to cover the full scope of the Learning Provision Cycle including, analysing training needs, designing, developing and delivering learning programmes, providing learner support, conducting assessment and moderation.
 - c) A job profile with outlined and clarified key performance areas, including ETD practitioners' competencies and inherent requirements in relation to their roles and responsibilities.
 - d) Staff members meet minimum professional and subject matter competency requirements.

8.3 Management, Development and Appraisal of Internal and Secondary ETD Staff

- 8.3.1 The NSG has in place a formal staff performance appraisal system that this is actively and systematically applied as directed by relevant public service employment regulations.
- 8.3.2 ETD staff members must be developed on a needs basis, in line with individual performance development and work plans, in order to build capacity and sustain a pool of staff with required competencies.
- 8.3.3 The ETD staff member, the supervisor, and human resource management and development manager are the stakeholders in the development and appraisal process
- 8.3.4 Notwithstanding formal agreement by means of a Memorandum of Understanding (MOU), contract, terms of reference and/or service level agreement, the NSG as the primary provider remains accountable for the quality of service delivered on their behalf. MoU contents and amendments must be appropriately communicated to staff and relevant stakeholders.
- 8.3.5 ETD secondary providers and their staff must uphold the professional code of conduct and values that apply to internal NSG staff, assessors and moderators. Records of agreements and services rendered must be adequately maintained.


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- 8.3.6 The capacity of secondary service providers must be developed on a need basis where applicable in order to sustain a pool with required competencies.
- 8.3.7 The designated unit in the Training Management and Delivery Branch must ensure the implementation, monitoring and auditing of ETD practices.
- 8.3.8 In addition, the Branch Performance Management and Central Performance Management Committees must ensure the implementation, monitoring and auditing of HR processes.
- 8.3.9 ETD staff practices are monitored according to the principles, rules and processes outlined in the ETD practices contained in the NSG ETD Quality Management Systems (QMS) Manual.
- 8.3.10 ETD staff performance is monitored according to the principles, guidelines and processes of the Human Resources Performance Management Policy.

8.4 Professional Conduct

- 8.4.1. To maintain professionalism, ETD staff members must at all times be guided by the highest possible standards of personal integrity and competence, sound judgment, and discretion. The image of the NSG must further be upheld by ensuring that:
 - a) Conflict of interest is identified and eliminated.
 - b) The Constitution, Code of conduct and Batho-Pele Principles are upheld at all times.
 - c) There is legal compliance with occupational and health safety requirements.
 - d) There is workplace equity.
 - e) The accuracy, confidentiality and completeness of information and records are maintained.
 - f) There is provision for whistle blowing.

8.5 Special Needs

- 8.5.1 Staff members who present any special needs must be provided with the necessary environment, materials, tools, instruments and equipment as far as practicable. Special needs would include, but are not limited to:
 - a) Medical barriers
 - b) Physical barriers
 - c) Cognitive barriers
 - d) Literacy, numeracy and communication barriers
 - e) Psychological and emotional barriers

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9. PROCUREMENT OF SECONDARY SERVICE PROVIDERS

- 9.1 The NSG will use suitably qualified ETD secondary providers (i.e. contracted ETD Practitioners as listed on 7.2 of the glossary of terms) that will undergo a selection, procurement and management processes governed by standards and regulations of the Public Finance Management Act (PFMA) and associated procedures. Furthermore, QCTO, SAQA, PSETA and other relevant SETAs' guidelines and NSG's ETD QMS and its policies must apply to ETD secondary service providers.
- 9.2 The secondary provider should meet the following criteria:
- a) Be registered as a legal entity and/or have legal status.
 - b) Have procedures that ensure that there are appropriate competencies, skills and qualifications to deliver identified ETD services on behalf of the NSG.
 - c) The competencies, skills and qualifications of the teaching staff of the provider must be related to the technical content of the courses and/or programmes and such teaching staff must also be excellent facilitators.
 - d) Be willing to represent the NSG without promoting their own interests in any way other than by promoting NSG and its offerings.
 - e) Have the necessary recording and reporting procedures.
- 9.3 In addition, if the service provider is an organisation/institution:
- a) Have an organisational structure diagram and job description that outlines ETD roles and responsibilities of staff.
 - b) Have adequate backup, relief or supplementary staffing arrangements.
 - c) Have a quality management system.
- 9.4 Where the secondary provider is registered with and/or accredited by a recognised professional body, the standards of the accrediting body will apply.

10. ROLES AND RESPONSIBILITY

The Inter-branch Quality Management Team (IQMT) in association with relevant policy functionaries is responsible for the development and maintenance of the NSG ETD Staff Management Policy. The implementation of and compliance to this policy is the responsibility of the relevant process owners. The Policy and relevant Performance Support Toolkits (including guidelines, Standard Operating Procedure, reports, templates, forms and exemplars) are available at points of use.

11. MONITORING AND EVALUATION

Monitoring and evaluation of ETD practices will takes place through a continuous process of collecting, analysing and reporting data on inputs, activities, outputs, outcomes and impacts as well as external factors to promote effective learner management. This will be done in accordance with the documented criteria and procedures contained in the ETD Staff Management Policy, Learner Support and Management policy, the NSG ETD QMS policy, monitoring and evaluation framework and related guidelines.



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12. NON-COMPLIANCE

- 12.1 Preventive and corrective actions are taken for non-compliance. Non-compliance on the part of internal ETD staff must be dealt with in accordance with the NSG Disciplinary Policy and procedures.
- 12.2 Non-compliance on the part of secondary providers must be dealt with in accordance with memorandum of understanding, contract and/or service level agreement between the provider and the NSG.

13. POLICY REVIEW

The NSG ETD Staff Management Policy will be reviewed, as part of the ETD QMS, as required to ensure that the policy remains relevant and responsive to national and other strategic developments.

14. VALIDITY OF POLICY

In an event of any doubt about the authenticity of this policy document, the document signed by the Principal should be considered as the only document with validity, authority and a force of law.

15. APPROVAL OF POLICY

This policy takes effect from the date of approval by the Principal.

Principal: National School of Government

2/06/17
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National School of Government
REPUBLIC OF SOUTH AFRICA

EDUCATION, TRAINING AND DEVELOPMENT QUALITY MANAGEMENT SYSTEM

FINANCE, ADMINISTRATION & PHYSICAL RESOURCE MANAGEMENT POLICY

Learn Grow Serve

Document Reference: ETD QMS 3
Document Type: Policy
Version: 3.0

Principal: National School of Government

2/06/17

Date

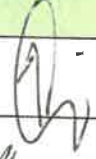




FINANCE, ADMINISTRATION & PHYSICAL RESOURCE MANAGEMENT POLICY

Version and Amendment Schedule

Version	Version Date	Author	Description of Amendments
1.0	09/2008	Quality Assurance Unit	Document Created
2.0	10/2013	Quality Assurance Unit	Document Reviewed
3.0	01/2017	Quality Assurance Unit	Document Reviewed

Approval and Control Schedule

Approved By	Designation	Responsibility	Signature	Date Approved	Copy Status
Mr BI Maja	DDG: SS	Custodian		15/05/2017	Master
Prof Richard M Levin	Principal	Approving Authority		2/06/17	


Principal: National School of Government

2/06/17
Date



QUALITY MANAGEMENT SYSTEM

NATIONAL SCHOOL OF GOVERNMENT (NSG)
FINANCE, ADMINISTRATION & PHYSICAL RESOURCE MANagements POLICY

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1. PREAMBLE

- 1.1 This policy is informed by relevant government policies and regulations of the National Treasury, the Department of Public Service and Administration, as well as international standards.
- 1.2 The policy complies with requirements of the Quality Council for Trades and Occupations (QCTO), the Public Services Sector Education Training Authority, Education Training Quality Assurance body (PSETA ETQA) and relevant SETA ETQAs for education, training and development providers.
- 1.3 This Policy must be read in conjunction with the overarching Education, Training and Development Quality Management System (ETD QMS) Policy.

2. PURPOSE

The purpose of this policy is:

- a) To ensure that the National School of Government (NSG) Education, Training and Development (ETD) financial, administrative and physical resources are sufficient to sustain the organisation's operations throughout the accreditation period.
- b) To enhance the economic, efficient and effective management of ETD administrative resources, information and related systems.
- c) To ensure that the NSG and associated secondary providers meet QCTO/SAQA and PSETA ETQA as well as other SETA ETQA administrative and resources requirements for the design, development, delivery and evaluation of learning programmes.
- d) To ensure that the NSG stakeholders receive value for money or return on investment (RoI).
- e) To enhance the quality of learning provision for improved public service delivery.

3. SCOPE

All parties, as outlined in the Education, Training and Development Quality Management System (ETD QMS), involved in the quality control, review and assurance of ETD practices are responsible for the management of ETD financial, administrative and physical records, reports and resources. The policy encapsulates the following aspects:

- a) Accurate ETD financial plans, budgets, and audits.
- b) Safe capturing, storage, access to, and maintenance of ETD related data, information and records.
- c) Provision of learning material, equipment and assessment resources.
- d) Effective maintenance and management of ETD facilities and physical resources.
- e) Efficient communication of inter-provider arrangements with stakeholders.

4. APPROACH

The policy integrates both manual and electronic components of the learner management system, and processes and resources of the NSG and those of secondary service providers. Its application to the latter must be through memoranda of understanding, contracts, terms of reference, and/or service level agreements.



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5. PRINCIPLES AND VALUES

The NSG subscribes to the Constitution and the Batho-Pele principles, the National Qualifications Framework (NQF) and QCTO/PSETA ETQA/relevant ETQAs principles for quality ETD administration and management of physical training and development resources as well as the principles embedded in public service legislation.

6. SOURCES OF AUTHORITY

- Constitution of the Republic of South Africa
- Public Service Act 1994 (Act 103 of 1994)
- Public Service Regulations, 2016
- Public Administration Management Act, 2014 (Act 11 of 2014)
- Labour Relations Act 1995 (Act 66 of 1995)
- Basic Conditions of Employment Act, 1997 (Act 75 of 1997)
- Employment Equity Act, 1998 (Act 55 of 1998)
- Promotion of Access to Information, 2000 (Act 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- Public Audit Act, 2004 (Act 25 of 2004)
- South African Qualifications Authority Act, (Act)
- Skills Development Act (Act 97 of 1998 as amended)
- Skills Development Levies Act (Act 9 of 1999).
- National Qualifications Framework Act, 2008 (Act 67 of 2008)
- Higher Education and Training Laws Amendment Act (Act 23 of 2012)
- Public Finance Management Act, 1999 (Act 1 of 1999)
- Occupational Health and Safety Act, 1993 (Act 85 of 1993)
- Applicable PSCBC/GPSSBC Resolutions and MPSA Directives
- Applicable NSG policies

7. ACRONYMS AND GLOSSARY OF TERMS

7.1 Acronyms

ABBREVIATION	DEFINITION
ETD	Education, Training and Development
ETQA	Education Training Quality Assurance
GPSSBC	General Public Service Sector Bargaining Council
IQMT	Inter-Branch Quality Management Team
NSG	National School of Government
PFMA	Public Finance Management Act
PSCBC	Public Service Coordinating Bargaining Council


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ABBREVIATION	DEFINITION
PSETA	Public Services Sector Education Training Authority
QA	Quality assurance
QCTO	Quality Council for Trades and Occupations
QMS	Quality Management System
RoI	Return on Investment
SAQA	South African Qualifications Authority
SETA	Sector Education Training Authority

7.2 Glossary terms

TERMS	DEFINITIONS
Inter-Branch Quality Management Team (IQMT)	Committee that consists of the different role-players within the National School of Government that must fulfil in full of part of the roles and responsibilities to develop/review and maintain this policy.
Secondary service providers	External ETD practitioners which include, but are not limited to facilitators, assessors, moderators (IIC's, serving and retired public servants), caterers, security and cleaning staff.

8. FINANCIAL RESOURCES

8.1 ETD Financial Management

8.1.1 The management of financial resources for education, training and development purposes must be aligned with the financial norms and practices that apply to the NSG and the public service in general.

8.1.2 The management of the NSG financial resources must demonstrate that:

- The institution has sufficient financial capacity to sustain its operations so that the enrolled learners are able to complete the learning programmes for which they have enrolled.
- The budget plan for each financial year provides for cost effective design, development, delivery and evaluation of learning programmes offered.
- Procurement and expenditure are monitored in line with Public Finance Management Act (PFMA) and supply chain management requirements. This should be also audited according to National Treasury guidelines and standards of the Auditor General.


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- d) Budget provisions have been made available for the learning provision cycle in respect of the following financial year(s) to secure the provider's viability and survival.

9. ADMINISTRATIVE RESOURCES

9.1 General

- 9.1.1 The administrative resources for education, training and development must be managed within the general policies of public service and administration and the NSG ETD QMS. Access to, storage, back-up and retrieval of data are in line with the National Archives Act, Minimum Information Security Standards, the Promotion of Access to Information Act, and similar regulations.
- 9.1.2 In particular, the NSG Information and Communication Technology Security Policy governs all forms of electronic data collection, access, usage, distribution and maintenance.

9.2 Learner Management Records

- 9.2.1 The management of learner records allow for the systematic capturing, storing, maintaining and updating of learner information, from enrolment, through the learning programmes, and exit from the learning programmes.
- 9.2.2 Learner records are saved to an archive after final assessments have been submitted. The archiving of learner records is intended to support research, professional development of facilitators, programme evaluation and improvement, and sound public policy.
- 9.2.3 The procedures for the management of learner data, enrolments, withdrawals, course coordination and training delivery, progress records, completion and competency certificates and uploading to the Public Services Sector Education Training Authority (PSETA)/relevant SETAs learner records database are outlined in the Learner Support and Management Policy.

9.3 Learning Materials, Records and Reports

- 9.3.1 Learning and assessment materials are stored, retrieved, accessed and maintained in a manner that is secure, accurate and efficient. Hard copies and data of original documents are stored under lock and key in filing systems that comply with the National Archives Act. Electronic copies of data comply with the safety and security norms and standards of the NSG Information and Communication Technology Security Policy.
- 9.3.2 Learning and assessment records and reports are considered confidential and can only be accessed by persons authorised by the NSG Inter-Branch Quality Management Team (IQMT).

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10. PHYSICAL RESOURCES

10.1 General

- 10.1.1 Education, training and development activities are facilitated through a range of physical resources, including meeting venues, equipment and facilities for face-to-face training, practical projects, and e-Learning.
- 10.1.2 Provision of adequate physical resources has to take into consideration health, safety and security regulations, in addition to learning provision standards of QCTO and the PSETA/relevant SETAs.

10.2 Safety and Security

- 10.2.1 All reasonable precaution must be taken to secure the personal safety of learners and users (including but not limited to participants, attendees, delegates, suppliers, organisers, etc.) and prevent damage to or theft of their possessions. A high degree of general safety and security must be maintained.
- 10.2.2 Information on procedures in the event of an emergency must be accessible and available on request. This information must be in more than one applicable language, depending on the target group and training venue's market. The use of graphic symbols is also encouraged. Procedures for summoning assistance, in particular after hours, must also be available.
- 10.2.3 Each training venue must have a relevant Safety, Security and Risk Management Manual. This manual must be made available to all relevant venue users i.e. suppliers, clients, users, etc. to ensure that they adhere to the Safety and Security regulations of the venue.
- 10.2.4 There must be a responsible person on site and/or on call during all periods that the training venue is being used. If not permanently on site the name, address and contact details of the responsible person must be prominently displayed. If not permanently on site, the responsible person must be within close proximity to the venue.
- 10.2.5 There must be suitably stocked first aid boxes and these must be available and accessible for the treatment of injury on site. A prominent notice or sign, in a conspicuous place, must indicate where the first aid kit is kept as well as the name of the person in charge thereof.
- 10.2.6 A suitable sick room must be available in all meetings, exhibitions and special events venues that are meant to accommodate more than fifty (50) people at any one time.
- 10.2.7 Where applicable there must be adequate levels of lighting for user safety and comfort in all public areas, including stairwells and car parks.
- 10.2.8 Doors to all meeting, exhibition, special events and storage rooms must be equipped with a suitable locking device.

10.3 Training Facilities

- 10.3.1 There must be no discrimination to accessibility of any nature based on disability, race, citizenship or nationality, gender, sexual orientation, religion, ethnicity, physical or mental condition, etc.


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- 10.3.2 The checklist for training venue and resources must be completed and the requirements met prior to use of the venue and facilities for training delivery.
- 10.3.3 The venue must be comfortable and fit for the purpose intended which includes, a high standard of cleanliness and maintenance throughout the training venue, including all facilities.
- 10.3.4 The brief description of provider's premises is given in terms of:
- a) Its location and accessibility to the learners.
 - b) The number of learners that can be accommodated at one time.
 - c) Facilities available.
 - d) Whether the premises are owned, hired or leased.
- 10.3.5 The number of learners on each learning programme is known and adequately provided for.
- 10.3.6 Appropriate service and facilities must be available on all days that the training venue is open (unless advertised otherwise).
- 10.3.7 The highest standard of courtesy must be shown to learners and users at all times. The NSG Staff must be presentable, helpful and attending to users as their highest priority. Learner complaints, whether received directly by the NSG or via the service provider, must be dealt with appropriately, courteously and promptly.
- 10.3.8 Each training venue wishing to be graded must comply with the minimum criteria including the specified minimum criteria per star grading. Thereafter the training venue must be graded according to the criteria listed in this document.

10.4 Physical Resources


- 10.4.1 Consultation and agreement must take place with stakeholders concerning the determination of physical resource requirements for learning programmes and that these are available before the commencement of the learning programme.
- 10.4.2 Equipment, training aids and learning resources for delivery and assessment are adequate and appropriate for the learning programme.
- 10.4.3 Equipment, training aids and learning resources used for delivery and assessment are accurately catalogued.
- 10.4.4 Staff and learners are trained in the use of equipment, training aids, learning resources and facilities.
- 10.4.5 Required educational resources (e.g. software, audio visual materials and books) are accessible to the learners.
- 10.4.6 Regular management, maintenance and upgrading of training resources and learning materials.

10.5 Statutory Obligations

- 10.5.1 Premises must comply with all relevant statutory and local government regulations and have the relevant documentation to prove as such. These could include, among others:


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- a) Proof of provincial registration (if applicable).
- b) Business registration which entitles the training venue to legally operate (if applicable).
- c) Public liability insurance.
- d) Fire safety certificate.
- e) Safety and Security and Risk Management Manual.
- f) Compliance with national building regulations, particularly with regard to accessibility.
- g) Proof of authorisation and license to serve food and alcoholic beverages.
- h) Compliance with Occupational Health and Safety Act and Regulations, with particular reference to:
 - i) Sanitation.
 - ii) Hygiene.
 - iii) Lighting.
 - iv) Ventilation.
 - v) Fire precautions.
 - vi) First aid, emergency equipment and procedures, etc.
 - vii) Ensuring that all electrical installations and points have a certificate of compliance issued by an accredited person.
 - viii) Access to sufficient drinking water (there must be sufficient, conveniently located water outlets relative to the capacity and layout of the training venue).

11. ROLES AND RESPONSIBILITIES

The IQMT, in association with relevant policy functionaries, is responsible for the development and maintenance of the NSG Finance, Administration & Physical Resources Management Policy. The implementation of and compliance to this policy is the responsibility of the relevant process owners. The policy and relevant Performance Support Toolkit (including guidelines, Standard Operating Procedures, reports, templates, forms and exemplars) are available at points of use and can also be accessed on the Intranet.

12. MONITORING AND EVALUATION

Monitoring of ETD Finance, Administration & Physical Resources management practices will take place through a continuous process of collecting, analysing and reporting data on inputs, activities, outputs, outcomes and impacts as well as external factors to promote effective learner management. This will be done in accordance with the documented criteria and procedures contained in the Finance, Administration & Physical Resources Management Policy, the NSG ETD Quality Management System and related guidelines.


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13. NON-COMPLIANCE

- 13.1 Preventive and corrective actions are taken for non-compliance. Non-compliance on the part of the NSG staff must be dealt with in accordance with the NSG Disciplinary Policy and procedures.
- 13.2 Non-compliance on the part of secondary providers must be dealt with in accordance with memorandum of understanding, contract and/or service level agreement between the provider and the NSG.

14. POLICY REVIEW

The NSG Finance, Administration & Physical Resources Management Policy will be reviewed, as part of the ETD QMS, as required to ensure that the policy remains relevant and responsive to national and other strategic developments.

15. VALIDITY OF POLICY DOCUMENT

In an event of any doubt about the authenticity of this policy document, the document signed by the Principal should be considered as the only document with validity, authority and a force of law.

16. POLICY APPROVAL

This policy takes effect from the date of approval by the Principal.



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**EDUCATION, TRAINING AND DEVELOPMENT
QUALITY MANAGEMENT SYSTEM
LEARNER SUPPORT AND MANAGEMENT POLICY**

DATE: 25/05/2016



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LEARNER SUPPORT AND MANAGEMENT POLICY

1 OVERVIEW**1.1 Preamble**

The National School of Government (NSG) Learner Support and Management Policy is designed within the context of the national transformation and service delivery goals of South Africa to contribute towards a professionalised public service.

This policy should be used in conjunction with the overarching NSG Education, Training and Development Quality Management System (ETD QMS) policy and the ETD QMS Performance Support Toolkit for Learner Management and Administration.

1.2 Purpose

The purpose of this policy is to:

- a) Advance the standards and requirements of the National Qualifications Framework Act and its sub-frameworks for learner management and support.
- b) Outline learner management and support systems, processes and procedures.
- c) Enhance the quality of learning provision for improved public service delivery.
- d) Enhance retention and throughput.

The policy caters for integrated systems to manage and support learners in relation to the following phases of learning provision:

- i. Preparatory work
- ii. Learning and formative assessment
- iii. Submission of evidence (summative assessment)

1.3 Scope

This Learner Support and Management Policy is applicable to all education, training and development interventions inclusive of but not limited to those of a formal, informal, non-formal nature, and regardless of mode of delivery offered by NSG, its practitioners and partners.

1.4 Approach

The approach followed for this policy is based on the overarching policy (ETD QMS Policy).

1.5 Principles and Values

Learner management and support is based on the principles and values of quality learning provision and service delivery as stipulated by the NSG ETD QMS.

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The policy upholds the Batho Pele belief set (i.e. *we belong, we care and we serve*), the ethos of the National Qualifications Framework Act and adult learning principles. Among these principles and values are the following:

- a) *Access, redress, equity and success*: Racial, gender, disability, language, cultural, religious and other forms of discrimination or disadvantages in education, training and development opportunities are removed by providing fair opportunities for support and guidance for individuals to gain access into learning environments and to succeed and progress. Curriculum design and work-based application take into account the different needs and abilities of learners, their backgrounds, prior learning and expectations, as well as the context of application of learning in the public service.
- b) *Outcomes-based design*: Learning programmes and training and development interventions clearly state the expected skills, knowledge, values and attitudes to be acquired as the end result of learning, and learning provision is designed such that the intended outcomes can be achieved.
- c) *Learner-centred design and work-based application*: Learning provision takes into account the different needs and abilities of learners, their background, prior learning and expectations, and is designed to promote transfer of learning to the workplace.
- d) *Relevance and quality*: Learner management and support practices demonstrate relevance to national goals and priorities for public service transformation, accountability, professionalization, service delivery and value for money.

2 SOURCES OF AUTHORITY

- National Qualifications Framework Act (Act 67 of 2008).
- Skills Development Act (Act 97 of 1988 as amended).
- Skills Development Levies Act (Act 9 of 1999).
- Higher Education and Training Laws Amendment Act (Act 23 of 2012)

Refer to the overarching policy (ETD QMS Policy) for a detailed list.

3 ACRONYMS AND GLOSSARY OF TERMS

3.1. Acronyms:

Abbreviation	Definition
Refer to the overarching policy (ETD QMS Policy)	

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**LEARNER SUPPORT AND MANAGEMENT POLICY****3.2. Glossary of terms:**

Terms	Definition
Refer to the overarching policy (ETD QMS Policy)	

4 LEARNER SUPPORT, GUIDANCE AND COUNSELLING

Learner support is regarded as an indispensable condition for quality learning and learner success. Academic, administrative and technical support is part of the learning provision availed to learners to enhance their ability to fulfil their potential as autonomous lifelong learners. Learner needs will be identified and met, where possible, during the learning process.

Learners with special needs and barriers to learning will be provided the appropriate support and opportunities to enable success in the learning experience. While appreciating the effects of living with disability, for the sake of practicality access to relevant assistive technological devices is the responsibility of the learner and/or employer.

Personal, Career Guidance and Counselling focus more specifically on addressing social, emotional and pedagogical barriers to learning. Where practicable, learners will be informed about services of suitably qualified staff who are specialists in the different fields of guidance and counselling, such as career development, study skills, clinical psychology, peer help and specialist services for learners with special needs.

4.1 Learner Support during Selection and Entry**4.1.1 Pre-enrolment**

Complete information on the opportunities for access to learning programmes, progression and transfer options is available to prospective learners. All learners applying and/or registering for a learning programme will be informed of the awarding body, the title, award type and level of the award associated with that programme. Pre-enrolment guidance to learners will be provided in a manner that enables learners to make informed learning and development decisions and may include, among others:

- Minimum requirements to participate in a learning intervention to reduce systemic and other barriers to learning (such as inadequate facilities, or a lack of required knowledge and skills).
- Target group of a learning intervention to promote the recruitment of the most suitable learners.
- Clear statements to clarify learner responsibilities during the learning provision cycle.
- Quality guidance pertaining to career progression and training opportunities.
- Sound academic, administrative and technical information and support.

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4.1.2 Selection Criteria

Entry to learning programmes is governed by the programme guidelines and strategy. Selection criteria are applied fairly regardless of race, gender, age and disability. Where learners do not comply with the entry requirements of any programme, such learners will receive guidance and be provided with a pathway of development within the context of the expectation. This will be implemented through existing departmental human resource units.

Learner selection and entry processes will demonstrate that NSG has:


- a) Identified the relevant target group for the course.
- b) Established and catered for the needs of diverse learner groups.
- c) Afforded learners the opportunity to clarify their goals and understanding regarding the intended outcomes of the programme and learners' needs.
- d) Explained relevant recognition of prior learning (RPL) mechanisms that can be accessed by learners.
- e) Arranged the resources, materials and support for induction and participation in the learning programme.
- f) Communicated assessment and appeals provision and procedures.
- g) Applied appropriate learner-facilitator ratios, relevant to the nature of training conducted.
- h) Made provision for learner support.

4.2 Learner Support during Delivery, Post Delivery and Assessment**4.2.1 Learner support during delivery**

The progress of learners who are enrolled in a learning intervention will be monitored throughout and relevant support required to complete the course will be provided. Furthermore, in order to remove pedagogical barriers to learning, the policy upholds the following principles of outcomes based education and training (OBET):

- a) Learning is value-adding in that it builds contextually on learners' existing frames of reference.
- b) Learning is success-oriented, allowing for individual learners to succeed according to their own abilities.
- c) Learners are given multiple opportunities to demonstrate whether the intended outcomes of a learning intervention have been achieved.
- d) For learners who achieve the outcomes successfully there is choice and flexibility to expand their learning in other meaningful ways.
- e) Learning activities allow learners to construct knowledge and create relevant solutions independently as well as with their peers.

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- f) Learners are motivated by means of assessment and regular meaningful and developmental feedback.

Effective learner guidance and support during the delivery phase require appropriately planned and individualised intervention by qualified counsellors and facilitators. The counselling role of facilitators and specialists during delivery involve the following:

- i. Assisting learners in identifying their requirements and defining priorities in the context of the opportunities available.
- ii. Assisting learners to function optimally in the learning environment.
- iii. Helping learners keep the right pace and use resources at their disposal to enrich learning.
- iv. Reviewing learning progress and providing feedback.
- v. Facilitating informed and appropriate decision making and actions related to learning.
- vi. Assisting learners regarding administrative procedures to be followed when they change or defer their studies.
- vii. Listening to learners as individuals and offering ways of overcoming anxiety and fear of failure.

4.2.2 Learner Support Post Delivery

After learning and assessment have been facilitated, adequate post-assessment guidance and support must be freely available to all the learners to ensure the following:

- a) The process of feedback on assessment outcomes is informative and constructive.
- b) Learners have access to guidance and support on implementing what they have learnt in the workplace through transfer of learning strategies.
- c) Supervisors support the processes of transferring the learning to the workplace.
- d) Learners have access to guidance and support on future career paths.
- e) Learners have recourse to alternative opportunities and remedial support in the event that the learning programme is terminated.

Post-assessment activities must be carried out as outlined in the Assessment Management Policy.

5 ADMINISTRATIVE SYSTEMS FOR LEARNER MANAGEMENT

5.1 Systems

Efficiency in learner administration is an accepted norm and integral part of learner management and facilitates the following:

- a) Assessment systems (assessment of learning, recording of assessment evidence and results, reporting, verification and certification).

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- b) Management systems (collaborative training delivery initiatives between NSG, Provincial Academies and other training institutions).
- c) Administrative systems (appointment and remunerative systems for role-players in the learning provision cycle and reporting systems).

5.2 Records and Reporting

Embedded in these administrative systems are the following key principles applicable to all learner records:

- a) Learner data is confidential and, therefore, protected.
- b) Electronic records of evidence are retained in the format received.
- c) Copies of evidence submitted in printed format are retained at least until certification.
- d) Electronic evidence of all assessor and moderator reports are retained.

The number of learners trained are, for the sake of practicality, reported against the number of learners registered for an intervention. Registration data are compared to, and adjusted if required, with evidence of actual attendance. The format of evidence of attendance can vary, based on the nature of a training and development intervention (for example formal, non-formal and informal learning) and the mode of delivery (for example, face-to-face learning, online learning and mentoring and coaching).

6 POLICY MANAGEMENT

6.1 Roles and Responsibilities

The Inter-branch Quality Management Team (IQMT) in association with relevant policy functionaries is responsible for the development and maintenance of the NSG Learner Management Policy. The implementation of and compliance to this policy is the responsibility of the relevant process owners. The policy and relevant Performance Support Toolkit (including guidelines, Standard Operating Procedures reports, templates, forms and exemplars) are available at points of use.

6.2 Monitoring and Evaluation

Monitoring of ETD practices takes place through a continuous process of collecting, analysing and reporting data on inputs, activities, outputs, outcomes and impacts as well as external factors to promote effective learner support and management. This will be done in accordance with the documented criteria and procedures contained in the NSG Learner Management and administration performance support toolkit, the NSG ETD QMS Policy and related guidelines.

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6.3 Policy Review

The NSG Learner Management Policy will be reviewed, as part of the ETD QMS, once every three (3) years. The policy will remain relevant and responsive to national and other strategic developments.

6.4 Non-Compliance

Preventive and corrective actions are taken for non-compliance. Non-performance on the part of internal ETD staff will be dealt with in accordance with NSG Human Resource Policies and the Performance Management System. Non-compliance on the part of secondary providers will be dealt with in accordance with the Memorandum of Understanding, contract and/or Service Level Agreement between the provider and NSG.

Principal: ...*PH LEVIN*...Signature: *[Signature]*Date: ...*28/10/16*...



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7 POLICY AUTHORSHIP AND RECOMMENDATION

This policy is recommended for approval by the Inter-branch Quality Management Team (IQMT):

Author:		Quality Assurance	
Branch/Division			
Team member	Name	Signature:	Date:
Accreditation Unit	Lekau Boshoangwe		06-06-2016
Accreditation/QA Units	Shawuta Bhikha		06-06-2016
Branch Head:			
Specialised Services			
Curriculum Design Unit	Dr S. Muthayyan		6/06/16
E-learning Unit	F Greyling		06.06.2016
Finance Unit	I. Makhele		27.5.16
Human Resource Management Unit	Larry Rese		28/05/2016
Leadership Training Unit	MILLY DAWETI		26.05.2016
Learner Records Management Unit	MARISA LABUSCHAGNE		10/6/16
Quality Assurance Unit	T. Ntombela		27/05/2016
Research and Innovation Unit	T. Dzuter		30/05/16
Technical Support Unit	S. Manana	S. MANANA	15/6/2016

8 POLICY APPROVAL

Principal:		Effective Date:	28/10/16.
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ANNEXURE E



school of government

Department
National School of Government
REPUBLIC OF SOUTH AFRICA

DEBTOR MANAGEMENT POLICY


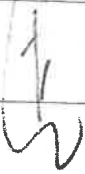
Document Reference: 4/1/P/2015
Document Type: Policy
Version: Draft 1.4

Document Control

Version and Amendment Schedule

Version	Version Date	Author	Description of Amendments
Original Ver 1.0	01/04/2006	A Vorster	Document created
Ver 1.1	18/11/2008	M Hogendoorn	Amended
Ver 1.2	02/03/2011	K Hlaethwa	Amended
Ver 1.3	09/10/2014	A Vorster	Amended
Ver 1.4	28/05/2015	A Vorster	Amended

Approval and Control Schedule

Approved By	Designation	Responsibility	Signature	Date Approved	Copy Status
Phindile Mkwanazi	Chief Financial Officer	Process Owner		01/06/15	Master
B Maja	Acting Principal	Approving Authority		19/6/2015	

FINANCE POLICIES	
Document number: 4/1/P/2015	Number: 1
Debtor Management Policy	

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1. PREAMBLE

- 1.1 Subsection 38(1)(d) of PMFA prescribes that, the Accounting Officer for a Department is responsible for the management, including the safeguarding of assets and for the management of the revenue, expenditure and liabilities of the Department.
- 1.2 Section 44 of the PFMA prescribes among other things that officials in a Department are responsible for the effective, efficient, economical and transparent use of financial and other resources within their areas of responsibility.
- 1.3 This policy must be read in conjunction with the SOP Staff Debt Management.

2 PURPOSE OF POLICY

The purpose of this policy is to guide management efforts in the effective and efficient recovery and write-off of debts accruing to NSG

3 POLICY OBJECTIVES:

The objectives of this policy are to:

- 3.1 Provide guidance on the recovery of debts.
- 3.2 Provide guidance on the write-off of debts
- 3.3 Provide guidance and state the responsibilities of management and staff in the context of financial management practices
- 3.4 Prescribe activities and practices that is critical to the implementation of the provisions of this Policy

4 SCOPE OF APPLICATION

This policy applies to all employees of NSG including permanent, fixed term contract, casual employees.

5 LEGISLATIVE FRAMEWORK

This policy is informed by and has been developed within the parameters of the following legislative framework:

- ◆ Public Finance Management Act (PFMA) Act 1 of 1999, as amended;
- ◆ Treasury Regulations
- ◆ The Financial Delegation of Powers and Duties issued in terms of Section 44 of the PFMA; and
- ◆ Financial accounting prescripts.

6 ACRONYMS AND GLOSSARY TERMS

Principal: BI Date: 19/6/2015

6.1 Acronyms:

ABBREVIATION	DEFINITION
PFMA	Public Finance Management Act (Act 1 of 1999)
NSG	The National School of Government
CFO	Chief Financial Officer
GEPF	Government Employees Pension Fund

6.2 Glossary of terms

TERMS	DEFINITIONS
Department	NSG
School	The National School Of Government
Accounting Officer	Principal
Debt	An amount owing to the State

7. DEBT RECOVERY

7.1 General Responsibilities for Debt Management and Recovery

7.1.1 Section 38 (1)(c)(i) and (d), read with TR 11.2, requires an Accounting Officer to take effective and appropriate steps to timeously collect money due to NSG. These steps should include:

- Maintenance of proper accounts and records for all debtors, including amounts received in part payment.
- Referral of a matter for legal action to the State Attorney may also be considered if deemed necessary and economical.

7.1.2 The level to which the responsibility for debt management and recovery has been delegated is set out in the delegation of powers and duties issued in terms of Section 44 of the PFMA.

7.2 Types of Debts

Debtors can be classified as

- Employees i.e. Staff debtors,
- ex-employees,
- suppliers (third parties) and
- trade debtors

Principal: P.T. Date: 19/6/2015

7.2.1 Employee Debts

7.2.1.1 The employee/staff debt consists of:

- a) Wrongly granted remuneration, wages and salaries as stipulated in section 38 of the Public Service Act, 1994; and
- b) Any other debt recoverable from an official's salary.

7.2.1.2 In terms of section 23 of Treasury Regulations read together with section 34 (2) (d) of the Basic Conditions of Employment Act, 1997, a debt may be recovered at a maximum of 25% of basic salary, where net salary is defined as gross salary less statutory deductions. Due cognizance, however, has to be taken of the debtor's standing and financial position in determining the period of payment.

7.2.1.3 Unless otherwise prescribed by law or agreement, debts owing to this institution must be recovered within a period of 12 months.

7.2.1.4 If an official is no longer in the service of the State, the outstanding debt plus interest must be recovered at the rate as determined and published in the Government Gazette by the Minister of Finance, from any monies owing to the official by the State.

7.2.1.5 Should the debtor not be able to settle the debt within a period of 12 months, an income and expenditure statement must be obtained from the debtor, and forwarded together with the proposed period of payment, to the CFO, for approval.

7.2.2 Ex-employee Debt

7.2.2.1 If an official is no longer in the service of the State, the outstanding debt plus interest at the rate as determined and published in the Government Gazette by the Minister of Finance must be recovered, from any monies owing to the official by the State.

7.2.2.2 Tracing agent or lawyers may be contracted to assist with the recovery of the debt from an ex-employee.

7.2.3 Supplier Debt

7.2.3.1 Supplier debts include debts to the State as a result of an overpayment or erroneous payment made to a Supplier, institution or private entity. Furthermore, in terms of regulation 11.5 of the Treasury Regulation interest must be charged on debts to the State as per the interest rate determined by the Minister of Finance in terms of section 80 of the PFMA.

Principal: BT Date: 19/6/2015

7.2.4 Trade Debtors

7.2.4.1 The amount owing to NSG by debtors, who have received a service but have not yet paid for it, is generally a significant current asset. The CFO must:

- take effective and appropriate steps to collect all money due to NSG if necessary by instalments; and
- maintain proper accounts and records for all debtors, including amounts received in part payment.

7.2.4.2 Collection measures should be progressive and include the following routine actions:

- Issuing invoices timeously when a service is rendered;
- Sending monthly statements;
- Sending reminders;
- Making personal contact

7.2.4.3 NSG will maintain accounts in the name of each debtor in order to determine and analyse the total debt.

7.2.4.4 Each month an age analysis will be produced by type of debt which will include details of the debtor, outstanding amount and age of debt. This age analysis will be used to report on debt and used as a follow-up tool.

7.2.5 Sundry Debtors

7.2.5.1 If any amount is found to be owing to the School e.g. a salary overpayment, by a current employee of the School and the amount is presently lying in an account other than the debt account, the employee concerned will be notified in writing within 10 working days of identification of debt to repay the full amount within 30 days, failing which the balance owing will be transferred to a debt account and recovered against his/her salary as per paragraph 7.3.2.

7.2.5.2 Any amount owed to the School in terms of an agreement or because of an overpayment to the other party (other than a current employee of the School), such amount shall immediately be journalised and allocated to a debt account. At the same time the debtor shall be notified in writing within 10 working days of identification of debt to repay the full amount within 30 days, failing which legal counsel shall be sought to recover the balance owing.

7.2.5.3 It is the responsibility of each employee of the School to ensure that any debt that arises within his/her sphere of work is accounted for and disposed in accordance with this policy and procedures.

7.2.5.4 Line function personnel must ensure that they report debts to the Chief Financial Officer (CFO) within 5 working days after discovery of such debt.

- 7.2.5.5 All advances on subsistence payments shall be treated as a debt if not cleared within 21 days of returning from respective trips.

7.3 Recovery System

- 7.3.5 The School will identify and implement procedures to recover the debt owing to ensure that the most effective results are achieved in an efficient manner.
- 7.3.6 In the situation where incumbent cannot be traced the services of the State Attorney, tracing agents and specialist in the relevant field, may be employed to assist or advise on the most appropriate action to achieve the purpose of this policy.

7.4 Interest Payable on Debts

Staff Debt and Claims Recoverable

- 7.4.1 Interest shall be charged at a rate as agreed in the conditions of the agreement or as determined by the Minister of Finance in terms of Section 80 of the PFMA from time to time.
- 7.4.2 Before interest may start to accrue, the debtor must be placed in mora for 30 days. This means he/she must have been informed about the debt and given the opportunity to settle the debt or make arrangement to settle debt. After 30 days, if the debt is not fully settled interest will start accruing.
- 7.4.3 If interest has been arranged by means of an agreement, such as study contracts, housing guarantees etc, interest starts accruing on the day that the payment is due. No mora period is applicable if the debtor is aware of the condition of the agreement
- 7.4.4 Interest will not be charged against debts owing by serving employees in respect of debts arising from advances and wrongly granted remuneration or losses and damage where malicious intentions have been ruled out. Should such employees leave the service of the state, interest will be charged on outstanding balances.
- 7.4.5 Debts relating to deceased debtors will not incur interest and interest will be waived as determined by the Accounting Officer in certain instances:
- a) Where the debtor died after the debt was taken on.
 - b) Where GEPP paid the debt on the debtor's behalf.
 - c) Where the debtor pays the capital debt as a once-off, interest can be reversed in this circumstance.

Trade Debtors in respect of Training Services Rendered

- 7.4.6 No interest is charged to customers on outstanding training/consultation fees charged on the cost recovery basis.

Principal: BT Date: 19/6/2015

7.5 Estimates of Irrecoverable Amounts and Impairment of Debts

Estimates will be made on an annual basis of potentially irrecoverable amounts for recognition and disclosure in the annual financial statements of NSG where applicable. As a general rule debt older than 24 months is considered to be potentially irrecoverable.

The accounting treatment of any impairment loss; i.e. the difference between the carrying amount and the recoverable amount of the debt, is set out in the accounting policies that form part of the annual financial statements of NSG.

8. WRITE-OFF OF DEBTS OWING TO NSG

8.1.1 The Accounting Officer or his delegate may only approve the write-off of debt in terms of PFMA, sections 76(1)(e) and 76(4)(a), read with TR 11.4. when he or she is satisfied that:

- (a) all reasonable steps have been taken to recover the debt and the debt is irrecoverable;
 - The evidence of the existence, validity and accuracy of the debt, and
 - Record of communication with the debtor, e.g. invoice; statement(s); record of telephone call(s); letter(s) to responsible official(s); debt confirmation(s);
- (b) or he or she is convinced that –
 - (i) recovery of the debt would be uneconomical;
 - (ii) recovery would cause undue hardship to the debtor or his or her dependants subject to the debtor providing an income- and expenditure report providing the financial stress; or
 - (iii) it would be to the advantage of the state to effect a settlement of its claim or to waive the claim (to be determined on a case by case basis).

8.1.2 The CFO is responsible for the evaluation of debt for write-off, in terms of this policy, as well as disclosure in the annual financial statements of NSG of any amounts written off.

8.1.3 The following are examples of irrecoverable cases which should be considered for write off:

- a) Debts which are uncollectible as per s11 of the Prescription Act (Prescription Act 68 of 1969).
- b) Debtors untraceable and it will not be economically viable to employ tracing Agents.
- c) Debts that could not be traced to supporting documentation
- d) Debts that are legally without merit
- e) Debts that could not be substantiated by evidence

- f) Costs of recovery actions will exceed anticipated recovery amounts
- g) The debtor cannot be located or under administration
- h) It is not possible to collect any substantial amount
- i) Statutory requirement(s) exists to terminate debt recovery actions
- j) Recovery would cause undue hardship to the debtor or his or her dependents
- k) It is to the advantage of the Department to the effect settlement of its claim or waives the claim (Treasury regulation 11.4.1.b.III)
- l) Deceased debtors.

9. **DISCOUNTS – TRADE DEBTORS**

The Accounting Officer may grant discount to trade debtors based on the merit of the case to induce settlement of debt. All discounts requests must be submitted in writing to the Accounting Officer. The outcome can only be communicated to the client upon written approval by the Accounting Officer.

10. **MAINTANANCE-OF POLICY**

MAINTENANCE
The policy will be reviewed every two years, or earlier to ensure compliance with the legislative framework.

11. **OVERALL ACCOUNTABILITY TO THE POLICY**

The Principal is accountable for overall policy implementation and reserves the right to intervene and take the necessary steps when the policy is not adhered to. The accountability may be delegated to the Chief Financial Officer.

12. **ROLES AND RESPONSIBILITIES**

Branch Heads, Senior Managers and Line Managers shall ensure that the provisions of this policy be effectively communicated to all staff for which they are responsible. They must also monitor the implementation of the policy.

The Chief Financial Officer shall be responsible for the review and update of this policy every two years, or when updates may be required from time to time.

13. **POLICY EFFECTIVE IMPLEMENTATION DATE**

Unless specifically expressed in the document, all policies should be deemed to take effect on the day it is approved and signed by the Principal.

Principal: BT Date: 19/6/2015

14. VALIDITY OF POLICY DOCUMENT

In an event of any doubt about the authenticity of this policy document, the document signed by the Principal should be considered as the only document with validity, authority and a force of law.

Principal: BT Date: 19/6/2015

ANNEXURE F

Field Name

Course/Programme/Qualification/Module Name Name

Facilitator/Presenter Name

Facilitator/Presenter Contact Number

Facilitator/Presenter Contact email address

Venue Name

Venue Contact

Client Name

Group reference

Training Start Date

Training End Date

Participant Detail:

Title

1st Name

2nd Name

Initials

Surname

ID Number

PERSAL Number

Cell Number

Office Number

email Address

Gender

Race

Disability Status

Special Needs Indicator

Number of days attended (daily records to be recorded)

Observer detail:

1st Name

2nd Name

Initials

Surname

Position/Role

ANNEXURE G

[Apply online!](#) [Click *****?? for application forms.](#)

Pre-payments are required before registration.

NSG COURSE CALENDAR
2021/22 SEMESTER CALENDAR: 1st SEM: JANUARY-JUNE 2021

Name of Course/Programme		Duration	Target Group	Mode of Delivery	WCF Level	QCETQA	Course Tariff Excl. venue	Code	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21
Example Course Name		3 Days	Salary level 4-5	E-Learning, Face to face or Virtual Classroom	Not accredited	Not Accredited	R1000	IP231						
OCCUPATIONAL BAND: CADET AND ENTRY LEVEL 1-8														
OCCUPATIONAL BAND: MIDDLE MANAGEMENT LEVEL 9-12														
OCCUPATIONAL BANDS: SENIOR MANAGEMENT LEVEL 13-14														
OCCUPATIONAL BAND LEVEL 15-16 - TOP MANAGEMENT														

NSG Logo: 150x100px, 300x200px, 450x300px, 600x400px, 750x500px, 900x600px, 1050x700px, 1200x800px, 1350x900px, 1500x1000px, 1650x1100px, 1800x1200px, 1950x1300px, 2100x1400px, 2250x1500px, 2400x1600px, 2550x1700px, 2700x1800px, 2850x1900px, 3000x2000px, 3150x2100px, 3300x2200px, 3450x2300px, 3600x2400px, 3750x2500px, 3900x2600px, 4050x2700px, 4200x2800px, 4350x2900px, 4500x3000px, 4650x3100px, 4800x3200px, 4950x3300px, 5100x3400px, 5250x3500px, 5400x3600px, 5550x3700px, 5700x3800px, 5850x3900px, 6000x4000px, 6150x4100px, 6300x4200px, 6450x4300px, 6600x4400px, 6750x4500px, 6900x4600px, 7050x4700px, 7200x4800px, 7350x4900px, 7500x5000px, 7650x5100px, 7800x5200px, 7950x5300px, 8100x5400px, 8250x5500px, 8400x5600px, 8550x5700px, 8700x5800px, 8850x5900px, 9000x6000px, 9150x6100px, 9300x6200px, 9450x6300px, 9600x6400px, 9750x6500px, 9900x6600px, 10050x6700px, 10200x6800px, 10350x6900px, 10500x7000px, 10650x7100px, 10800x7200px, 10950x7300px, 11100x7400px, 11250x7500px, 11400x7600px, 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ANNEXURE H

Field Name

Client ID
Client Name
Client Type
Province
Client Status
Client HR Contact Title
Client HR Contact Name
Client HR Contact Surname
Client HR Contact Position
Contact Tel 1
Contact Tel 2
Contact eMail Address
Client Finance Contact Title
Client Finance Contact Name
Client Finance Contact Surname
Client Finance Contact Position
Contact Tel 1
Contact Tel 2
Contact eMail Address
Client Physical Address
Client Postal Address

Data options

System generated Key
Organisation full name
National Department/Provincial Department/Local Government/Sector Organisation/Legislature/Other (with description field)
9 provinces + national
Active/inactive

ANNEXURE I


ICT GOVERNANCE POLICY		 school of government <hr/> Department: National School of Government REPUBLIC OF SOUTH AFRICA
VERSION NUMBER: 3.0 VERSION DATE: 07-01-2016	DOCUMENT STATUS: FINAL	
NATIONAL SCHOOL of GOVERNMENT ICT SECURITY POLICY		

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Version	Approver	Signature	Date	Comments
2.0	Director-General			Version Approved on 18/09/2012
3.0	Director: IT			
3.0	DD: IT Governance			
3.0	Principal			

Version History

Version	Date	Status	Author	Comments
1.0	26 May 2009	The policy was made to be in line with the Department employment contract The policy wording was edited to avoid conflicts with South African laws	All	
2.0	04 January 2010	The missing policy statements were added and detailed	All	
2.0	26 September 2010	Section 3,4, and 5 were modified and clarified	All	Version Approved on 18/09/2012
3.0	27 August 2013	Added sections 8.5.1.1, 8.5.1.2 and 5.1.2	Semakaleng Thulare	To address security issues relating to the use of 'own devices' by employees. To address an issue of security clearance for the NSG contractors and consultants
3.0	20 February 2015	Amended sections 7.1.3.2 and 7.1.3.3. Added section 5.4 and 5.5.	Semakaleng Thulare	Additions due to recommendations from audit findings by the Auditor-General. To address the POPI Act and how the policy handles some aspects of the Act.

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GLOSSARY OF TERMS

Abbreviation / Term	Description
AD	<p>Microsoft Active Directory is a technology created by Microsoft that provides a variety of network services, including:</p> <ul style="list-style-type: none"> ▪ Lightweight Directory Access Protocol (LDAP) is the industry standard directory access protocol, making Active Directory widely accessible to management and query applications. Active Directory supports LDAPv3 and LDAPv2. ▪ Kerberos-based authentication ▪ DNS-based naming and other network information ▪ Central location for network administration and delegation of authority ▪ Information security and single sign-on for user access to networked based resources ▪ The ability to scale up or down easily ▪ Central storage location for application data ▪ Synchronization of directory updates amongst several servers
BYOD	<p>Bring Your Own Device: A term used to describe a practice within organisations where employee and stakeholders are allowed to bring their own devices and utilise them to conduct their work and access organisational information.</p> <p>Supported mobile platforms include: <i>Android, BlackBerry, iOS, OS X, Symbian and Windows.</i></p>
Business System Owners	Owners of systems not necessarily hosted by the NSG ICT unit but other service providers (such as SITA mainframe systems or the NSG systems managed by the Agency)
Credentials	Account identification information that is used for verification and authorisation to ICT services like Internet access, email service, network file server and other services
Dial-up Network	Network connection that is made to the Internet through a modem
Directorate: Information Technology	Directorate responsible for ensuring compliance of the NSG ICT resources to legislation and policies
DMZ	Demilitarised Zone is a physical or logical sub network that contains and exposes an organization's external services to a larger untrusted network, usually the Internet
ICT	Information and Communications Technology
Incident	Any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service
LAN	Local Area Network: A network infrastructure used to facilitate

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Abbreviation / Term	Description
	communication and sharing of computing resource within one building
Monitoring	Performance measurement to ensure the confidentiality, availability and integrity of operational systems, information and data
NSG	National School of Government
ICT device	Personal Computer (includes desktops, laptops, Personal Digital Assistants(PDA's))
Security Administrator	Person(s) responsible for ensuring security of the servers and/or networked computing devices on the NSG network
System (Network) Administrator	Person(s) responsible for the administration of the servers and/or networked computing devices connected on the NSG network
Third party	Any person, organisation or institution that does not form part of the NSG
VLAN	Virtual Local Area Network: A separate logical network created on physical network cabling
VPN	Virtual Private Network: A network infrastructure used to tunnel the communication across the Internet Service to/from the respective destination office/branch/terminal.
WAN	Wide Area Network: A network infrastructure used by the organisation to facilitate communication and sharing of computing resource between branch offices in different towns and or provinces.
Virus/Worm	Unauthorised malicious software
Hacker	An individual or agent that seeks to exploit the weakness of a computer systems or networks.
BAUD	Barcode Asset Audit Systems – systems that facilitate the management of assets through the use of barcoding technology.

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1. PREAMBLE

- 1.1 Information and Communication Technology (ICT) has played, and continues to play, a vital role in organisations, in such a way that it forms a critical component of all business activities. Communication has been effective and efficient through services like electronic mail (e-mail), internet, social media, cell phones, faxes, video/telephone conferencing, and more. Despite the rapid and continuous technical advances and benefits brought by ICT, there are limitations around the lack of security of ICT. Examples related to ICT security risk include hackers, viruses and worms that deter freedom of ICT in organisations. According to the UK Government, information security is "the practice of ensuring information is only read, heard, changed, broadcast and otherwise used by people who have the right to do so" (Source: *UK Online for Business*).
- 1.2 The internal ICT systems and infrastructure are important assets to the business of an organisation, and disruption of their operation can have a negative impact on the business and clients. Such systems are under continual threat of events that can negatively affect them and consequently the business continuity. The order of the impact and the likelihood of the event constitute an IT security risk. These risks can be mitigated or reduced by proactively instituting policies and procedures in order to reduce the likelihood of occurrence and the order of impact to acceptable levels.
- 1.3 This policy document enables the NSG to put in place the mechanisms to better manage information security. The main pillars of the NSG's ICT security are:
- **Legislative and Regulatory Framework**
 - **Reliable Infrastructure and ICT hardware**
 - **Effective Software Platforms and Tools**
 - **Risk Management and Information Security**
 - **Education and Awareness**
- 1.4 The NSG acknowledges the significance of protecting information and the ICT resources that support the objectives of the Department towards effective service delivery.

2. PURPOSE OF THE POLICY

- 2.1 The purpose of this ICT Security policy is to enable the NSG to protect the confidentiality, integrity and availability of organisational data (data used for business/data belonging to employees/data belonging to stakeholders) and the systems and infrastructure that store, process or transmit such data. The policy therefore seeks to provide ICT security by setting minimum standards towards ensuring protection of ICT resources; unauthorised access to ICT infrastructure; mitigating unauthorised modification, destruction or disclosure of information; the

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acceptable and ethical use of the NSG ICT resources; and enabling a secure ICT environment.

- 2.2 The confidentiality and integrity of data, systems and access to NSG computer network, servers and data storage devices can be compromised for a number of reasons, including: a failure of the computer, its storage devices, or the network; software errors; accidents, errors, or omissions by individuals; the ICT infrastructure and systems; intentional acts of fraud, theft, sabotage and any misuse of information; as well as environmental hazards such as floods and fire.
- 2.3 The NSG remains committed to protecting the personal data of its employees, and of its clients and stakeholders, as well as other key organisational information systems. The policy is meant to make the NSG employees aware of their responsibilities in respect of ICT security, and also ensure that a culture of openness, trust, accountability, transparency and integrity in the ethical use of information, assets and ICT resources.
- 2.4 **The policy is guided by the following principles:**
- 2.4.1 All organisational data and any ICT system that stores, processes or transmits data must be protected in a manner that is considered reasonable and appropriate to the level of sensitivity, value and criticality that the data has to the NSG.
- 2.4.2 Individuals who are authorized to access organisational data must adhere to the appropriate roles and responsibilities, as defined in all applicable governing frameworks and the NSG policies.

3. SCOPE

3.1 Scope of Application

- 3.1.1 The ICT Security Policy applies to all the NSG employees (including temporary staff and interns), contractors and stakeholders who access the NSG's technical resources.
- 3.1.2 Prior to gaining access to the NSG's ICT resources, any person to whom this policy is applicable must acknowledge acceptance of the contents of this policy. All data created through the use of the NSG's ICT resources remain the property of the NSG and of the government of South Africa.

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3.2 Contraventions of this policy and other legal prescripts

- 3.2.1 Users engaging in any illegal activity that contravenes any applicable law through the use of the NSG ICT resources will be in violation of this policy and will be subjected to disciplinary action that could include dismissal and criminal prosecution. These activities include gaining unauthorised access to the NSG network or undertaking any unauthorised modification to any ICT resource, installing unauthorised or unlicensed hardware or software, violating copyright laws, and undertaking any form of harassment through the use of ICT resources.

3.3 Communication of this policy

- 3.3.1 The contents of the policy will be brought to the attention of staff through:
- the induction process,
 - periodic electronic circulation and,
 - ICT awareness sessions.

4. POLICY OBJECTIVES

- 4.1 The objective of the ICT Security Policy is to mitigate the security and information risks associated with the ICT resources. The policy provides the minimum security standards for the NSG's ICT environment, and seeks to:
- 4.1.1 Reduce the potential negative impact that security and information risk can have on the NSG activities and its clients;
- 4.1.2 Enable a secure ICT environment that is convenient, efficient and secure;
- 4.1.3 Protect the organisation's business information and any client or customer information within its custody or safekeeping by safeguarding its confidentiality, integrity and availability;
- 4.1.4 Establish safeguards to protect the organisation's information resources from theft, abuse, misuse and any form of damage;
- 4.1.5 Establish responsibility and accountability for information security in the organization;
- 4.1.6 Encourage all users to maintain an appropriate level of awareness, knowledge and skill to allow them to minimise the occurrence and severity of information security incidents; and
- 4.1.7 Ensure that the NSG is able to continue its commercial activities in the event of significant information security incidents (more information can be found in the **NSG Disaster Recovery and Business Continuity Plan**).

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5. COMPLIANCE TO LEGISLATIVE AND REGULATORY FRAMEWORKS

The mandate for the ICT security policy is derived from different National Information Security Acts. The following section covers some aspects that apply to this policy:

- 5.1 Chapter five (5) of the South African Minimum Information Security Standard states that:
 - 5.1.1 All personnel hired by the state must be subjected to security competence check. Within NSG this practice is currently overseen by the directorate HR&D.
 - 5.1.2 The degree of security clearance given to all personnel and relevant contractors and consultants of the organ of state shall be determined by the content of and/or access to classified information entailed by the post already occupied/to be occupied by the person.
- 5.2 Section 3(a) of the South African Protection of Information Act 84 of 1982 states that:
 - 5.2.1 No personnel shall share with any other person any official document, password or secret official code issued for his use alone.
- 5.3 According to the Electronic Communications Act 1 of 2014, communication services of all organs of state must be protected and Act's main function is to provide them with secured electronic communications services, systems and products.
- 5.4 The Protection of Personal Information Act emanates from Section 14 of the Constitution of the Republic of South Africa 1996, which states that everyone has the right to privacy. Chapter three (3) of the Act covers the following principles regarding personal information. The NSG should:
 - **Accountability** – be accountable for information collected.
 - **Processing Limitation** – use collected information only for the intended process.
 - **Purpose Specification** – collection of information for a specific purpose.
 - **Further Processing Limitation** – ensure that any further processing of collected information is compatible with original collection purpose.
 - **Information Quality** – ensure that information collected is accurate.
 - **Openness** – be open about any other use of the collected information.
 - **Security Safeguard** – should ensure security of the collected information.
 - **Data and Subject Participation** – ensure that the information owner is able to access and change collected information at any time they wish.

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- 5.5 The NSG will make use of the ICT audit checklist that is part of the Corporate Governance of ICT framework to regularly ensure that all security measures and requirements are in place.
- 5.6 The security of ICT hardware, infrastructure and systems shall be reviewed regularly, through a defined formal process.

6. RELIABLE INFRASTRUCTURE AND ICT HARDWARE

6.1 Infrastructure management

- 6.1.1 All servers and ICT devices connected to the network shall be registered in the NSG domain. All personally owned equipment as well as the NSG owned equipment shall be monitored at all times when utilising NSG's network resources. No device shall be connected simultaneously to the NSG network and another network through a modem or any other connection.
- 6.1.2 There shall be no facility for allowing dial-up lines to be connected to any part of the network, except through a centrally managed firewall. The NSG utilises firewall services provided by SITA. All communication in and out of the network shall be managed by a firewall.
- 6.1.3 In a network, the hosts most vulnerable to attack are those that provide services to users outside of the LAN, such as e-mail, web and Domain Name System (DNS) servers. Because of the increased potential of these hosts being compromised, they are placed into their own sub-network in order to protect the rest of the network if an intruder were to succeed in attacking them. The following services which are placed in the DMZ are web servers, mail servers, File Transfer Protocol servers, Voice over Internet Protocol (VoIP) servers and DNS servers to ensure secure services.
- 6.1.4 Antivirus and Patch (WSUS) server shall be automated to regularly install an active and updated anti-virus on all systems to ensure the security of systems and information. It is also the responsibility of every employee to ensure that continuous protection is maintained (provide guidelines on how to ensure protection, e.g. use of USBs).

6.2 ICT equipment

- 6.2.1 The NSG users are responsible for safekeeping of ICT equipment, including desktops, laptops, tablets and printers. Users must take precautions to ensure the safety of such equipment. Where off-site computer usage, whether at home or at other locations, users must be aware of and accept the terms and conditions of use in this policy, which must include the adoption of adequate and appropriate information security measures (tips for security measures).

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- 6.2.2 Any movement of ICT equipment hardware between the NSG's locations (including movements from one employee to another) must be strictly controlled and only authorised by the D: ICT, in consultation with the relevant Asset Controllers—(Refer to the **NSG ICT Asset Management** and the **NSG Asset Management** policies for an outline of the process)
- 6.2.3 All the NSG ICT equipment that has reached the end of its lifecycle will only be disposed in accordance with the **NSG ICT Asset Management** and the **NSG Asset Management** policies.
- 6.2.4 The determination and procurement of all ICT equipment and software will be made by the Director: ICT, based on recommendations made by Branch Heads. The budget for all the NSG ICT equipment including software and licences is centralised to the Branch responsible for the ICT function. (Refer to the **NSG ICT Asset Management** policy)
- 6.2.5 The server room on the 3rd floor of ZK Matthews building in Pretoria houses the computer servers which hosts some of the NSG's business applications and systems. The server room is accessed by a selected few personnel. The door is equipped with digital access control system that requires a pin code before access is allowed.
- 6.2.6 The ICT store room houses new and loan units such as laptops, desktops, projectors and monitors. The store room is accessed through an ID card and only a few ICT personnel have physical access to the store room.

7. EFFECTIVE SOFTWARE PLATFORMS AND TOOLS

7.1 User ID and Passwords

- 7.1.1 Access to ICT Systems and infrastructure will be controlled by means of a user identification and password. The owner of a user identification and password is fully responsible to ensure that no other unauthorised person accesses the ICT systems and infrastructure. All vendor supplied default user-id must be removed, disabled and/or their passwords changed to conform to the NSG security policy. This includes passwords for business applications and systems.
- 7.1.2 End user accounts will be de-activated after a maximum of three (3) consecutive unsuccessful attempts to enter a password. This account will remain inactive until the end user requests the ICT service desk to re-activate the account. It is mandatory that screen saver passwords be activated on desktops and laptops. Following no activity on a PC for a maximum of fifteen (15) minutes, the screen saver password will be automatically invoked. For terminals, the system must automatically blank the screen and suspend the session after 15 minutes.

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- 7.1.3 The following are standards and guidelines for the NSG network passwords:
- 7.1.3.1 Passwords to access the network or a system must be kept safe by the user, and thus minimises the threat of any security breach. Passwords should be easy for the end user to remember, but not easy for someone else to guess.
 - 7.1.3.2 Users must not construct passwords that are identical or substantially similar to passwords that they had previously used. The ICT system is configured so that users are not permitted to reuse at least the last thirteen (13) passwords.
 - 7.1.3.3 All passwords must have at least eight (8) alphanumeric characters. Where the operating environment allows, passwords must contain a combination of at least four (4) of following four classes: upper case letters; lower case letters; numerals; special characters (e.g. punctuation symbols).
 - 7.1.3.4 Passwords should not contain other information easily obtained about the user, including the user's date of birth, license plate number, telephone number, identity number, etc. It should neither be all digits nor should the password contain more than two of the same characters consecutively.
 - 7.1.3.5 All users must change their passwords at least once every thirty (30) days. In the event that a password has been compromised, it should be changed immediately. All password resets require the users to identify themselves to the ICT Helpdesk staff using up-to-date unique information. A person may only request his or her own password to be changed.
 - 7.1.4 It is mandatory that all desktops and laptops connected to the network be logged out of the network on a daily basis, or when the user knows that he/she is not accessing information through the network.
 - 7.1.5 Whenever an NSG employee is no longer in the employ or contracted to the NSG, the said user's account will be disabled or deactivated by Director: ICT (D: ICT) from the Active Directory. The account will remain disabled or deactivated for a maximum period of three (3) months and after this period the account will be permanently taken off the Active Directory. While the account is deactivated, it cannot be accessed.
 - 7.1.6 D: ICT shall ensure that system accounts are not to be removed or disabled without permission. The administrator accounts should be renamed regularly and locked away.
 - 7.1.7 Password controls shall be automated and enforced by system policies.

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7.2 Remote Access

- 7.2.1 Remote access refers to communication with a data processing facility from a remote location or facility through a data link. The method used by the NSG when providing this type of remote access is through a SITA Virtual Private Network (VPN). After an employee has been provided remote access rights it remains their responsibility to ensure that they apply the same security measures as stipulated in this policy. Any breach of any of these measures will be dealt with as in **clause 10** of this policy.
- 7.2.2 The NSG has the right to revoke remote access (VPN) rights to any user at any time as long as the account has been identified as vulnerable to attacks or the user has acted in an unethical manner.

7.3 Electronic Mail and Social Media Platforms

- 7.3.1 Based on legislative requirements, the use and regulation of electronic communications and transactions should be facilitated in a manner that recognises the importance of the information economy, whilst also promoting legal certainty and confidence in such transactions.
- 7.3.2 Electronic mail (e-mail) is considered to be public record, and stakeholders and the citizenry consider e-mails generated from the NSG to be official communication. Information that is produced or preserved electronically is no different from the same information in hard copy format. It is therefore imperative that all users maintain levels of confidentiality, integrity and proper business etiquette when communicating through e-mail.
- 7.3.3 All out going emails must have the Department's confidentiality statement or official disclaimer. In contrast to other terms for legally operative language, the term disclaimer usually implies situations that involve some level of uncertainty, waiver, or risk.
- 7.3.4 The legal recognition of electronic messages is through e-mail disclaimers. These are statements, usually of a legal character that are appended to e-mails. Disclaimers assist in protecting against potential legal threats such as: breach (or accidental breach) of confidentiality (exposure of confidential information); transmission of viruses (warning that the e-mail could possibly contain viruses); entering into legal contracts/agreements; decreasing employer liability in case of negligent actions of employees. Disclaimers must also be used to market information about an organisation, through the use of contact information (including web address).

A set of guidelines on e-mail usage and etiquette that are in line with this policy are available on the NSG intranet.

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7.4 The responsibility of all the NSG officials

- 7.4.1 This policy cannot be totally exhaustive, and where issues that are not covered by this policy arise, staff can bring this to the attention of the Branch Head responsible for the ICT function.

Any person who becomes aware of any loss, compromise, or possible compromise of information, or any other incident which has ICT security implications, shall immediately inform their manager, who shall advise the Call Centre or the ICT Manager.

- 7.4.2 Information security shall be co-ordinated by a representative forum such as the ICT Steering Committee.

7.5 Resource Protection

- 7.5.1 The NSG must ensure that there is protection of its ICT resources by, amongst others, ensuring that only authorised users can access functionalities on the system. It must provide the ability to secure all types of system resources and carefully define the different categories of users that can access the NSG ICT systems.

7.6 Authentication

- 7.6.1 The NSG must provide the assurance or verification that the resource (human or machine) at the other end of the session really is what it claims to be. Traditionally, systems have used passwords and user names for authentication; however the NSG ICT Directorate must provide a facility for digital certificates that can provide a more secure method of authentication while offering other security benefits as well. All the NSG staff must then use digital certificates where applicable as an added security measure.

7.7 Authorisation

- 7.7.1 Authorisation is the process of determining who or what can access system resources or perform certain activities on a system. The NSG must provide the assurance that the person or device at the other end of the session has permission to carry out the request.
- 7.7.2 Usernames and passwords with appropriate privileges must be used to provide users with access to IT infrastructure and resources. IT helpdesk must be used to log requests for access to IT services and infrastructure.

7.8 Integrity

Data integrity must be ensured to defend the NSG against the security risk of manipulation, in which someone intercepts and changes the NSG information to which s/he is not authorised.

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7.8.1 NSG ensures the integrity of business, personal and stakeholder data by applying the above mentioned security measures. Other processes and measure that NSG use the best integrity of data are: Disaster recovery controls, internal security controls (password management, firewalls, web-content filtering solutions).

7.8.2 **Clause 8.5** of this policy outlines in detail how NSG ensures data integrity.

7.9 Non-repudiation

7.9.1 The NSG must provide non-repudiation as proof that a transaction has occurred, or that a message has been sent or received. The use of digital certificates and public key cryptography to "sign" transactions, messages, and documents supports non-repudiation. Both the sender and the receiver must agree that the exchange took place. The digital signature on the data will ultimately provide the necessary proof.

7.10 Confidentiality

7.10.1 The NSG must provide an assurance that sensitive information remains private and is not accessible for unauthorised consumption. Confidentiality is critical to total data security.

7.11 Auditing security activities

7.11.1 The NSG must enable monitoring of security-relevant events to provide a log of both successful and unsuccessful (denied) access. Successful access records to indicate what is being done on a particular system, whilst unsuccessful (denied) access to records indicate that either that someone is attempting to break the security or is experiencing difficulty in accessing the system. The audit logs recording user activities, exceptions and information security events shall be produced and kept for a minimum of one year period.

8. ICT SECURITY EDUCATION, AWARENESS AND PRACTICES

ICT security is one of the most important areas for any organisation that seeks and control how their information is accessed or used. Organisations need to develop a culture of securing their information. The following clauses deliberate on some of the practices that the NSG employees need to adopt in order to assist the organisation in its mission of securing its information.

8.1 Organisational Behaviour

The NSG ICT unit embarks on awareness initiatives that relates to IT security. In addition to this policy, awareness communications/workshops will be held on regular basis in order to remind and instil the culture of security in the NSG.

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The desire to protect the NSG's information is upon every employee and this can only be achieved through cooperation and adoption of best security practices.

8.2 Organisational Culture

The NSG cannot achieve in its aim and goal of securing organisational information without the assistance of its employees. The best way to accomplish this goal is to start educating their employees and stakeholders. The employees will need to incorporate information security as part of their norms, beliefs and habits.

8.3 Electronic Mail

- 8.3.1 Guidelines for usage of the NSG email will be developed, circulated and be made available on the intranet.

8.3.2 Electronic Mailbox Use Prohibitions

- 8.3.2.1 The following activities on the use of the NSG e-mail system are prohibited:

- 8.3.2.1.1 The circulation of private or personal e-mails to all users within the NSG, such as invitations to private events, advertising of private sales or renting, etc.;
- 8.3.2.1.2 The concealment, misrepresentation or false affiliations in e-mail messages;
- 8.3.2.1.3 The unauthorised access, alteration of source or destination addresses of e-mails, or misrepresentation of the Department's e-mail systems and the messages contained therein;
- 8.3.2.1.4 Circulation of private e-mails within the Department that is intended to market or promote goods and/or services of any other private service provider;
- 8.3.2.1.5 Circulation of e-mails that violate the policies and guidelines of the NSG, including but not limited to intellectual property and all forms of harassment;
- 8.3.2.1.6 Circulation of e-mails such as chain letters, hate speech, defamatory allegations, petitions, spam, un-solicited e-mails (e.g. personal views on social, political and religious matters), pornographic material or any other illegal content;
- 8.3.2.1.7 Circulation of private or business electronic mail within and outside the department using scanned version(s) of the hand-rendered signatures to give the impression that the electronic mail was electronically or digitally signed;
- 8.3.2.1.8 Using an e-mail account that is assigned to another user to either send or receive e-mail messages, without the person's prior consent. This includes all officials with proxy access rights to other e-mail account;

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- 8.3.2.1.9 Initiating actions which interfere with the supervisory or accounting functions of the systems, including attempts to obtain "system" privileges;
- 8.3.2.1.10 Using e-mails for posting restricted/ confidential e-mail or documents stored on the NSG's ICT systems or any information which could jeopardise the interest/objectives of the Department and/or the Principal's accountability responsibilities, to external newsgroups, bulletin boards, or other public fora, without obtaining prior approval from the responsible head of branch and in consultation with the Corporate Communications Unit; and
- 8.3.2.1.11 Misrepresenting, obscuring, suppressing or replacing the identity of a user on the Internet or any of the NSG ICT system is not permitted.

8.3.3 Electronic Mailbox Accountability

- 8.3.3.1 Each user has access to his/her personal mailbox; however, certain users will also have access to mail groups as requested by respective senior management.
- 8.3.3.2 Senior Management (Director Level and above) shall not be held responsible for any e-mail message(s) issued on their behalf by their respective subordinates without their prior authorisation.
- 8.3.3.3 Senior Management shall determine the access rights that the users will have on their allocated electronic proxy mail accounts.
- 8.3.3.4 Proxy e-mails should not be used to send out e-mails internally and externally.

8.3.4 Electronic Mail Monitoring

- 8.3.4.1 All users shall restrict their e-mail communication to business and reasonable private use, in recognition of the e-mail content monitoring system. The NSG will routinely employ automated e-mail content scanning system(s) to identify select keywords, file types, attachments, spam, virus, chain letters, hoaxes, etc. for e-mail content filtering.
- 8.3.4.2 All incoming and outgoing e-mail communication utilising the NSG's ICT system shall be constantly monitored. Any e-mail intercepted by the content scanning system(s), will be kept on the system for three (3) days and subsequently deleted from the system.
- 8.3.4.3 Due to the sensitivity around the employment of the content scanning system(s), only the server administrator shall have the authority to release any e-mail message(s) intercepted by the monitoring system that were detected as restricted, on condition that such e-mail is strictly business related.

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- 8.3.4.4 Any other incoming and outgoing private or business e-mail communication complying with restrictions as defined on the content scanning system(s), will be allowed to enter and leave the Department's e-mail system without any human intervention.

8.4 Internet

- 8.4.1 All Internet connections shall be through the approved Internet service provider of the NSG, and therefore any other connections are prohibited. Directorate ICT will enforce the blocking of certain websites (through the application of squid guard rules of access).
- 8.4.2 The use of the Internet service is a privilege, which constitutes the acceptance of responsibilities, and obligations that are subject to the NSG and Government laws and policies. Acceptable use shall be legal, ethical, and respectful of intellectual property, ownership of data, systems security mechanism and individual rights to privacy from intimidation, harassment and annoyance.
- 8.4.3 All users shall authenticate themselves before gaining access to the Internet through the user credentials.
- 8.4.4 Misrepresenting, obscuring, suppressing or replacing the identity of a user on the Internet or any ICT system is forbidden.
- 8.4.5 Users shall limit the usage of the Internet facility for personal use.
- 8.4.6 All users are responsible for protecting their internet account credentials from unauthorised users. These account credentials may also not be shared with any unauthorised person.
- 8.4.7 In order to protect the NSG employees from prohibited material and to minimise the wasteful use of bandwidth, all Internet usage shall be limited and monitored by a web content filtering software. This software monitors each employee's activities on the internet and records them to a report which is kept by the D: ICT. This report can be used as evidence to incriminate those who attempt to access unauthorised websites and other internet resources.
- 8.4.8 The NSG has legal ownership of the contents of all files that are stored on its computing devices and network systems, as well as all messages transmitted through these systems. The Department reserves the right to access this information without prior notice whenever a genuine business need exists.
- 8.4.9 At any time and without prior notice, the D: ICT reserves the right to examine web browser cache files, web browser bookmarks and other information that is stored on any the NSG computing device to ensure compliance with internal policies and management of computing assets.

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- 8.4.10 Networked computing devices that are used for Internet services shall meet the Minimum Information Security Standards. Computing devices that do not meet the set standards should be disconnected from the network infrastructure with immediate effect.
- 8.4.11 The usage of personal computing devices for Internet access through the NSG credentials is prohibited. However, approval may be granted by the D: ICT should there be a legitimate need to do so.
- 8.4.12 The NSG shall not take any liability for personal computing devices used unlawfully to access the Internet using network infrastructure and/or credentials. The NSG shall also not take any liability for private or personal electronic transactions made over the Internet while using its Internet credentials.
- 8.4.13 Non-compliance to the NSG Internet web policy managed by Corporate Communications Unit will be regarded as unethical and mistreat of intellectual property. Users could be subjected to disciplinary action, with the possibility of dismissal and criminal prosecution. Users found in violation of the policy will be denied access to the Internet facility with immediate effect.
- 8.4.14 The Security Administrator has the mandate and is tasked with the monitoring of the network for security-related incidents which prove to be a threat to the network. Any event that has adverse effects on ICT computing devices or services resulting in fraud, waste, abuse, compromise of information, loss or damage of property or information shall be reported to the Security Administrator.
- 8.4.15 Notwithstanding the fact that the NSG endeavours to provide reasonable level of privacy in terms of the Promotion of Access to Information Act No. 02 of 2000 and the Electronic Communication and Transaction Act (2002), it has full rights to monitor every activity on the Internet facility.

8.5 Data and Information Management

- 8.5.1 Sensitive or confidential information may only be sent through public telephone lines where more secure methods of transmission are not feasible. Both the owner of the information and the recipient must authorise the transmission beforehand.
- 8.5.2 Users should respect the sensitivity of classified information and ensure that it is treated with the level of confidentiality it requires. This applies to the printing and faxing of information, especially when shared resources (such as printers) are being used.

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- 8.5.3 Business documentation must be stored on enterprise servers in accordance with their classification status within the available document repositories also referred to as network directories or network shared folders.
- 8.5.4 Third party access to corporate information is only permitted where the information in question has been 'ring fenced' and the risk of possible unauthorised access is considered to be negligible. Access to all other information should be handled in accordance with the relevant legislation and internal procedures related to access to information.
- 8.5.5 Sensitive or confidential data / information, may only be transferred across networks, or copied to other media, when the confidentiality and integrity of the data can be reasonably assured e.g. by using encryption techniques.
- 8.5.6 Data directories and structures should be established by the owner of the information system with users adhering to that structure. Access restrictions to such directories should be applied as necessary to restrict unauthorised access. Existing directory and folder structures may only be amended with the appropriate authorisation, usually from the owner of the information system concerned.
- 8.5.7 Version control procedures should always be applied to important documentation belonging to the NSG. All users of ICT systems whose job function requires them to create or amend data files, must save their work on the system regularly in accordance with best practice, to prevent corruption or loss through system or power malfunction.
- 8.5.8 Hard copies of sensitive or classified material must be protected and handled according to the distribution and authorisation levels specified for those documents.
- 8.5.9 Business data may only be processed and modified by means of the relevant applicable and approved application(s). Access to such databases applications containing transactional data is restricted to enterprise applications. Special permission is required for any other parties to obtain access to the business data.
- 8.5.10 The source of all business transactional data must reside within the enterprise applications environment. No secondary sources may be created outside this environment.
- 8.5.11 In cases where users utilise their own devices to access business data these devices must be configured and setup for this purpose by an NSG ICT technician. The technician will make use of mobile-platform security software to ensure that all the business data on the device is encrypted and secure. Without this configuration, business data on the device will be at risk therefore no device will be allowed to communicate on the NSG network without this approved configuration.

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8.5.12 The security configuration on employees' own devices is setup in such a way that all the business data on the device can be wiped out remotely or a user can volunteer to have the business data on his/her device wiped out when they are no longer using it for business purposes. A wipe out of business data can also be triggered by the following:

- user lost his/her device;
- user resigns from being the NSG employee;
- a security risk is identified;
- an instruction from the Accounting Officer.

8.5.13 Users must use the official e-mail system for business-related communication, and where important business information is contained within emails, the user is responsible to take the necessary precautions in order to ensure the recoverability of such e-mail.

8.6 Backup Management

8.6.1 The backup of the NSG's data files and the ability to recover such data must be performed regularly.

8.6.2 D: ICT must ensure that a backup of all servers' full configurations ("images") is undertaken. Back-up copies must be stored off-site. The D: ICT must maintain an inventory log of what is backed up and where it is maintained.

8.6.3 It is the responsibility of the users to ensure that any measures, controls or processes put in place by the ICT unit to automatically backup critical data on the users' workstation are not interfered with without notifying the ICT unit.

8.6.4 Backups must be tested on a periodic basis by designated support personnel to ensure information and systems can be recovered in the event of a failure or disaster. Backups shall be tested to ensure recovery is possible when required. Backups must be adequate to recover from a media failure or disaster. Refer to the Backup management process document.

8.7 IT Security Incident management

8.7.2 All security related incidences shall be guided by the incident management process.

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8.8 Change Management

- 8.8.2 Change management process shall be established by D: ICT to ensure all changes to systems, applications and networks are planned, implemented and authorised guided by change management procedure or change control procedures defined by D:ICT.

8.9 Capacity Management

- 8.9.1 Capacity management of all services is required from D: ICT to ensure efficient service delivery which ensures capacity is monitored, tuned and planned will be guided by a capacity management policy/process.

8.10 Clear Desk and Screen

- 8.10.1 The screensaver settings must be automated for kick in at the set time-period and not be dependent on manual intervention to lock sessions immediately when a station is left unattended, including timeouts configured. A clear desk policy statement has been documented by the NSG, the statement requires all officials to clear their desks sensitive documents/information and removable or media storage. The sensitive information shall not be left unattended at printer and fax points.

8.11 Transversal Systems roles and responsibilities

- 8.11.1 The Basic Accounting System (BAS) has roles such as Capture and Initiator of transactions (for payments, for commitments, for journals), Authoriser (for commitments is D: SCM, for payments and journals is Director: Financial Accounts (D:FA)) and System Controller(overall administers who manages e.g. user accounts). These roles and responsibilities are delegated to Directorate responsible for the Financial Accounts. These roles may be delegated (i.e. system controller, authoriser and capturer) in writing and signed off by the Branch Head responsible for managing Financial Accounts. This D: FA is also responsible for all transactions performed on the system and as such must review all transaction quarterly and keep signed copies.
- 8.11.2 Logis has roles such as Logis User Type 1(logic technical support centre), User Type 2 (creates users type 3), User Type 3(system controller and crease user types 3&4), User Type 4(Initiates transactions as posting clerk, order clerk, payment clerk, and as Initiator clerk), User Types 5(Cost Centre Officer or Cost Centre Manager). These roles and responsibilities are delegated to Directorate responsible for the Supply Chain Management. These roles may be delegated (i.e. User Types 2, 3, 4, and 5) in writing and signed off by the Branch Head responsible for managing Supply Chain Management. This D: SCM is also responsible for all transactions performed on the system and as such must review all transaction quarterly and keep signed copies.

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- 8.11.3 PERSAL has roles such as PERSAL manager, PERSAL system controller, and PERSAL transaction reviser (Finance Reviser, PMDS reviser) and PERSAL transaction initiator (Payroll user, Performance Management Development System user, Creditor user, Labour Relations user, HRM user). These roles and responsibilities are delegated to Directorate responsible for the Human Resource Management and Development. These roles may be delegated (i.e. approver, reviser and initiator) in writing and signed off by the Branch Head responsible for managing Human Resource Management and Development. The Director: Human Resource Management & Development (D: HRM& D) is also responsible for all transactions performed on the system and as such must review all transactions quarterly and keep signed copies.
- 8.11.4 NSG Financial systems have roles such as Super user (create other users as a system controller), Basic User (Capture or View or Read Invoices), Reviser or Updater of Invoice Batches. These roles and responsibilities are delegated to Directorate responsible for the Management Accounts. These roles may be delegated (i.e. Super user, basic user and updater) in writing and signed off by the Branch Head responsible for managing Management Accounts. The Director: Management Accounts (D: MA) is also responsible for all transactions performed on the system and as such must review all transaction quarterly and keep signed copies.
- 8.11.5 NSG business applications have roles such as:
- a) Contact centre agent (initiate quotes and events);
 - b) Contact centre manager (approves quotes);
 - c) Logistics administrator (co-ordinates events);
 - d) Logistics manager (approves and confirms event);
 - e) Data capturer;
 - f) Revenue administrator (initiates collection of revenue);
 - g) System controller (user administration functions); and
 - h) System manager (oversees admin functions, maintenance, uptime, etc).

These roles and responsibilities are delegated to Directorate responsible for the Learner Records Management (D: LRM). These roles may be delegated (i.e. approver, reviser and initiator) in writing and signed off by the Branch Head responsible for managing Learner Records Management. The Director: LRM is also responsible for all transactions performed on the system and as such must review all transactions quarterly and keep signed copies.

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- 8.11.6 The Barcoded Asset Audit (BAUD) system has roles such as System Controller (capture and revise) and Administrator (captures). These roles and responsibilities are delegated to Directorate responsible for the Supply Chain Management. These roles may be delegated (i.e. capture and revise) in writing and signed off by the Branch Head responsible for managing Management Accounts. The D: SCM is also responsible for all transactions performed on the system and as such must review all transaction quarterly and keep signed copies.

8.12 Security Incident Management

- 8.12.1 Any person who becomes aware of any loss, compromise, or possible compromise of information, or any other incident which has ICT security implications, shall immediately inform their manager, who shall advise the ICT manager for further investigation.
- 8.12.2 All security incidents shall be recorded to ensure that details of the incident, investigation, resolution and outcome are documented.
- 8.12.3 Intellectual Property Rights (IPR) - ICT equipment must not be used for processing or copying information that in any way breaches or infringes copyright, patents or any other intellectual property rights.

8.13 General Security Practices

As part of activities for ensuring ICT security the following practices are encouraged for all the NSG employees. These should be applied when employees are on or off duty including when they are out of office. These measures can be adopted by employees to ensure the security of their personal belongings.

- 8.13.1 Personal computers should not be used at home for business activities if virus and operating system update controls are not in place.
- 8.13.2 When travelling, equipment (and media) should not be left unattended in public places. Portable computers should be carried as hand luggage when travelling.
- 8.13.3 Portable computers shall be provided with an appropriate form of access protection (e.g. passwords or encryption) to prevent unauthorised access to their contents.
- 8.13.4 Passwords or other access tokens for access to the Department systems must never be stored on mobile devices where they may be stolen and give unauthorised people access to information assets.
- 8.13.5 Department computers (including desktops, notebooks and smartphones) shall not be connected to open, unencrypted wireless networks at home or in public places.

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- 8.13.6 Ad-hoc (random open networks, especially Wi-Fi) wireless networks shall not be used.
- 8.13.7 Personnel who share their working space with other people (e.g. family members) should not regard or use the NSG ICT equipment as private tools for performing non-official tasks. The equipment contains information assets belonging to the Department and is likely to give privileged access to further assets or use their ICT equipment as a general purpose computer or network. Processing, Transferring and Storing Data Managing data storage: Day-to-day data storage must ensure that current data is readily available to authorised users and that archives are both created and accessible in case of need.
- 8.13.8 Managing databases: The integrity and stability of the Department's databases must be maintained at all times.
- 8.13.9 Managing confidential data: Additional measures shall be taken to protect data designated as confidential.
- 8.13.10 The NSG work information and data should not be saved to any other location except to the My Documents folder. This folder is backed up automatically whenever the user logs off.
- 8.13.11 When information and data is stored to any other location except the My Documents folder it is the responsibility of the user to back up that information daily.
- 8.13.12 Transferring/exchanging sensitive or confidential data: Sensitive or confidential data/ information shall only be transferred across networks, or copied to other media, when the confidentiality and integrity of the data can be assured.
- 8.13.13 Data retention: Data created and stored by the Department's information systems must be retained for a minimum period that meets both legal and business requirements and complies with the National Archives and Records Service of South Africa Act (Act No 43 of 1996).

9 ICT ASSET MANAGEMENT

For the management of ICT assets refer to the **ICT Asset Management Policy** and the **NSG Asset Management Policy**. All NSG employees are urged to read these policies and ensure that they know how to take care of NSG assets and avoid possible disciplinary actions relating to mismanagement of ICT assets.

- 9.1 The policy outlines the ownership of ICT devices. All devices in employees' possession are their responsibility and they should take precaution and measures against loss, theft and negligence.

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10 BREACH

- 10.1 Employees are encouraged to report any breach of the mentioned security measures.
- 10.2 Any deliberate breach of the above mentioned security measures may result in formal disciplinary actions taken against those who are found to be responsible.

11 ROLES AND RESPONSIBILITIES**11.1 Principal**

- 11.1.1 In terms of the Public Service Regulations, the head of department (Principal) shall ensure the maintenance of information security vigilance at all times in the department. As the owner of the NSG ICT Security policy, the Principal shall ensure that resources are allocated towards ensuring ICT security; providing strategic leadership; and designating and empowering the relevant officials towards ensuring ICT security.
- 11.1.2 The Branch Head responsible for the ICT function is responsible for the development of the NSG's ICT Security Policy and shall be equally responsible for any future amendments or reviews. However, it is incumbent on all branches of the Department to support the implementation of this policy. The Principal of the NSG has overall accountability for the policy implementation and reserves the right to intervene and take necessary steps when the policy is not adhered to. The accountability for this policy may be delegated in writing to the Branch Head responsible for the ICT function.

11.2 ICT Steering Committee

- 11.2.1 The NSG ICT Steering Committee has been established to strengthen the governance of ICT and effectively support corporate governance and ICT security in general. The Steering Committee has to ensure alignment of ICT Strategy to the NSG Business Strategy, enterprise architecture and security strategy and architecture.
- 11.2.2 The purpose of the Steering Committee is to govern the management of Information Technologies and Services; ensure compliance to legislation and regulatory requirements; and management of ICT risks.

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11.3 Director: Information and Communication Technology

11.3.1 The D: ICT is responsible for the co-ordination and management of all ICT security matters impacting on the work of the NSG, and as such must:

- Implement, comply, enforce and assess ICT security, through this policy
- Provide guidance, advice and solutions on ICT security;
- Maintain awareness of ICT security particularly as it relates to sensitive systems;
- Establish ICT security awareness and training programmes;
- Mitigate and report all ICT security incidents;
- Ensure that background screening is conducted on all contractors and personnel employed by the ICT service providers contracted to provide ICT services for the NSG.

11.3.2 In fulfilling these responsibilities, the D: ICT will be supported by the Chief Director and/or Head of Branch within which the management of ICT function falls.

11.4 System Administrators

11.4.1 System Administrators, who are designated as being responsible for administration and management of the NSG internal ICT systems and infrastructure must follow and adhere to all policies as applicable and relevant to their responsibilities.

11.5 End Users

11.5.1 It is the responsibility of each user (employee, contractor, business partner, supplier, customer or any other party) who has been granted access to the NSG network by the appropriate authority, to comply with this policy while using the NSG ICT systems and infrastructure.

11.5.2 By virtue of accepting access to the NSG network, the user consents to the employer or any person authorised by the employer, intercepting or monitoring any of the user's communications, made using the systems, and to the employer, or any person authorised by it, accessing any information the user has stored on the systems.

11.5.3 Users must also take steps towards protecting the security of ICT systems and information to which they have access, and immediately report any breach (actual or suspected) of ICT security.

11.6 This policy will be implemented as from the date of its approval by the Principal, and will subsequently be published on the NSG's Intranet. Any deviations, exemptions and waivers from this policy must be authorised by the Principal. Any amendments or additions to this policy will be communicated to the NSG employees

Accounting Officer: 

Date: 29/2/16

12 BIBLIOGRAPHY

12.1 The documents listed below form part of this document to the extent that they are referenced.

Reference Type	Item	Publisher
Act	Electronic Communication and Transaction Act No. 29, 2002	Government publication
Act	Regulation of Interception of Communications & Provision of Communication-Related Information, Act No. 70, 2002	Government publication
Act	Electronic Communication Security Act No. 68, 2002	Government publication
Act	Promotion of Access to Information Act No. 02, 2000	Government publication
Act	National Archives and Records Service of South Africa Act No. 43, 1996	Government publication
Act	National Strategic Intelligence Act, 39 of 1994	Government publication
Act	Public Finance Management Act No 29, 1999 (as amended)	Government publication
Act	State Information Technology Act No. 88, 1998	Government publication
Act	Public Service Act No. 30, 2007 (as amended)	Government publication
Regulation	Minimum Information Security Standards (MISS)	Government publication
Regulation	SITA Regulations	Government publication
Regulation	Public Service Regulations	Government publication
Regulation	Treasury Regulations	Government publication
Regulation	Minimum information interoperability standards	Government publication

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Reference Type	Item	Publisher
Standard	<p>ISO: 17799: SO/IEC 17799:2005 establishes guidelines and general principles for initiating, implementing, maintaining, and improving information security management in an organization. The objectives outlined provide general guidance on the commonly accepted goals of information security management. ISO/IEC 17799:2005 contains best practices of control objectives and controls in the following areas of information security management:</p> <ul style="list-style-type: none"> ▪ security policy; ▪ organization of information security; ▪ asset management; ▪ human resources security; ▪ physical and environmental security; ▪ communications and operations management; ▪ access control; ▪ information systems acquisition, development and maintenance; ▪ information security incident management; ▪ business continuity management; ▪ Compliance. 	International Standards Organisation
Standard	The Control Objectives for Information and related Technology (COBIT)	International Standards Organisation

Accounting Officer: *Geo*Date: *29/2/16*

13 VALIDITY OF POLICY DOCUMENT

- 13.1 In an event of any doubt about the authenticity of a policy document, the document last signed by the Principal shall be considered as the only document with validity, authority and a force of law.

14 POLICY APPROVAL

Document number: .../2016	Revision Number : 3.0	Implementation Date: Upon the Principal's approval
 Prof Richard M Levin Principal Date: 29/2/16		

Accounting Officer: 

Date: 29/2/16

ANNEXURE J

1. Requirements for the automation of M&E instruments

The automated forms should be able to enable the following:

- Electronically enable participants and facilitators of training interventions to complete the feedback form during the training (the specific time when this action should be conducted in class shall be determined depending on the solution).
- Make use of the current and latest technology and trends to achieve this objective.
- Have a method in which this information will be retrieved and used for monitoring purposes.
- Have a method where the feedback data from the participants and the facilitators can be linked.
- Have a method where an integrated report can be generated based on the feedback from the participants and the facilitator per training intervention (face-to-face and virtual).
- Once completed, the information might be required to sync with the NSG's Training and Management System (TMS).
- The NSG will also require a report mechanism that will enable reporting on the gathered information and the ability to filter the reports as and when needed.
- A business intelligence report might be an ideal in order to enable conversion of data from just numbers to graphical displays and be used for statistical purposes.
- The solution must allow for feedback instruments and the report to be reworked and adapted according to the target audience.
- The solution must allow for the capturing of evaluation data (utilisation of evaluation templates for observations) and the linking of this data to the relevant programme data
- The solution must allow for the sending of a "reminder" two weeks after participants completed a training intervention to complete the end of course evaluation form/survey
- The system must be able to generate a "certificate of attendance" once a participant has completed an online survey for a training intervention, webinar, etc.

The following should be read in conjunction with number 1 above:

2. The following issues are some of the critical issues regarding the M&E data base. It also has to be kept in mind that the Outcomes and Impact Chief Directorate gets audited every year and is bound to set turn-around times, tracking systems and generation and communication of reports. However, an in-depth discussion will be required to explain and expand on these issues:

1. The database must allow for the customisation of M&E instruments (virtual and face-to-face training interventions) if and when required. This also includes the development of an entire new REQ or Facilitator Feedback Form, based on the project that we are involved in.
2. The database must allow for the "capturing" (either manually, a scanning system or an online function) of all data received from participants and facilitators, irrespective what modality was used.
3. The database must at all times link the data emanating from the participants and the facilitator for a specific training event to generate the report for such an event – currently we have a Facilitator and Participant Evaluation (FPE) report that is generated for every face to face training intervention.
4. The database must allow for various types of queries to be run, depending on the requirements of management, the clients, etc. These queries must allow for various permutations with regard to facilitators, programmes trained, dates of programmes, participants, departments, venues, logistical issues, etc. (details can be discussed) – reports must be generated accordingly.
5. The tracking system for the distribution and receipt of questionnaires, allocation of questionnaires, capturing of data, generation of reports, quality assurance of reports, dissemination of reports to stakeholders and feedback received from them should be fully integrated with the database as well as the information from the Learning Professional Development branch and any other applicable stakeholders (details can be discussed regarding the integration of all systems)
6. The M&E database must be able to function independently, i.e. if the Student information System/TMS is not functioning for some or other reason, the Outcomes and Impact Chief Directorate must be able to continue with the capturing of data and generation of reports.
7. The monitoring function should be automated (however, the use of a blended approach should be explored, i.e. the utilization of hard copies of the questionnaires where applicable)
8. All templates used during evaluations (evaluation of acquired learning – observations) have to be automated and linked with the M&E module on the SIS/TMS – also see section 1 above.
9. All the training programmes offered and the information regarding the training interventions, scheduling thereof, clients, etc. should be linked to the M&E module to ensure that all monitoring and evaluation data are linked to the programmes

10. M&E should receive "pop up alerts" of training interventions that are confirmed (planning of onsite evaluations) – this entails the linkage between M&E database which should be linked to the training calendar (details can be discussed)

ANNEXURE K



school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE K SPECIAL CONDITIONS OF CONTRACT

NSG/BID/05/2021/2022

NATIONAL SCHOOL OF GOVERNMENT

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

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TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

LIST OF ACRONYMS/DEFINITIONS:

BAC	: Bid adjudication committee
BEC	: Bid evaluation committee
B-BBEE	: Broad-Based Black Economic empowerment
CIPRO	: Companies and Intellectual Property Registration Office
CIPC	: Companies and Intellectual Property Commission
CSD	: Central Supplier Database (National Treasury)
EME	: Exempted Micro Enterprise
GCC	: General Conditions of Contract
NSG	: National School of Government
PFMA	: Public Finance Management Act
PPPFA	: Preferential Procurement Policy Framework Act
QSE	: Qualifying Small Enterprise
RFP	: Request for Proposal
SARS	: South African Revenue Services
SLA	: Service Level Agreement
TOR	: Terms of Reference

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

SECTION A

1. INTRODUCTION

The NSG is a government department within the portfolio of the Ministry for Public Service and Administration. The NSG is the primary vehicle through which government is addressing capacity and skills development needs of public servants at all employment levels. In terms of its capacity building role, the NSG is a key player in contributing to the developmental agenda of government, as well as transformation and service delivery in the public service. More information about the NSG can be obtained at www.thensg.gov.za

2. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts animating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are supplementary to that of the GCC. Where, however, the SCC are in conflict with the GCC the SCC prevail.

2.1 Tax Legislation

- 2.1.1 Bidder(s) must be compliant when submitting a proposal to the NSG and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax 2.1.2 Act, 1991 (Act No. 89 of 1991).
- 2.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations.
- 2.1.3 The Tax Compliance status requirements is also applicable to foreign bidders / individuals who wish to submit bids.
- 2.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 2.1.5 Bidders are required to be registered on the CSD and the National Treasury shall verify the bidder's tax compliance status through the CSD.
- 2.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

2.2 Procurement Legislation

The NSG has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

Framework Act 2000 (Act No. 5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

2.3 Technical Legislation and / or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

3. INFORMATION SESSION

An information session is arranged for bidders.

4. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is **120 days**. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal, Tender Bulletin and NSG Website	14 January 2022
Information Session	21 January 2022 at 09:00 Zoom meeting ID 992 072 1672 Passcode: 401957
Closing date	11 February 2022 at 11:00

All the dates and times in this bid are South African standards time.

Any time or date in this bid is subject to change at the NSG's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the NSG to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the NSG extends the deadline for bid submission (closing date) for any reason, the requirements of this bid otherwise will apply equally to the extended deadline.

5. CONTACT AND COMMUNICATION

A nominated official of the bidder (s) can make enquiries in writing, to the specified person, Anet de Beer, via email Annetha.debeer@thensg.gov.za. Bidder(s) must send enquiries to the above email address.

The delegated office of the NSG may communicate with bidder(s) where clarity is sought in the bid proposal.

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

Any communication to an official or a person acting in an advisory capacity for the NSG in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.

All communication between the bidder(s) and the NSG must be done in writing.

All persons (including bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the bidding process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

The NSG will communicate in writing with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

6. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration, and where practicable, will be returned unopened to the bidder.

7. COUNTER CONDITIONS

- Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- The NSG reserves the right to change any information in, or to issue any addendum to this bid before the closing date and time.
- If the NSG exercises its right to change information in terms of the above clause, it may seek amended bid documents from all Bidders.

8. FRONTING

- The NSG supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the NSG condemns any form of fronting.
- The NSG, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/ investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the NSG may have against the bidder/contractor concerned.

9. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of five (5) years. The contract will come into effect from the date of the approval by the Principal of the NSG.

10. SUPPLIER DUE DILIGENCE

The NSG reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

11. SUBMISSION OF PROPOSALS

- Bid documents may either be placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.
- Bid documents will only be considered if received by the NSG on or before the closing date and time, regardless of the method used to send or deliver such documents to the NSG.
- The bidder(s) are required to submit:
 - a) One (1) original document covering the technical proposal (with index);
 - b) One (1) original document covering the price proposal.
 - c) One (1) soft copy (pdf, USB format) of the original price proposal; and
 - d) Four (4) soft copies (pdf, USB format) of the original technical proposal (structured and numbered).

TECHNICAL PROPOSAL	PRICE PROPOSAL
Consist out of: <ul style="list-style-type: none">•Mandatory documents (refer to section 13.1.1)•Duly completed bidding documentation (SBD documentation)•B-BBEE certificate (valid and certified)	Consist out of: <ul style="list-style-type: none">• Price Quotation.• Price Declaration; and• SBD 3.3

- Closing date and time of the bid is on 11 February 2022 at 11:00
- Bidder(s) are requested to initial each page of the original tender document on the bottom right-hand corner.

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

12. RIGHT OF AWARD

The department reserves the right to award the bid in part or in full; and

The department also reserves a right not to make any award in this bid

13. EVALUATION AND SELECTION CRITERIA

The NSG has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

PHASE I: Mandatory and other bid requirements	Bidders must submit all documents as outlined in paragraph 13.2.1 below. Only bidders that comply with ALL these criteria will proceed to Phase II
Phase II: Desktop Evaluation	Bids will be evaluated on the technical proposals (aligned to the evaluation criteria listed in Annexure L . A minimum of 70% is required to qualify for the next phase of evaluation.
Phase III: Presentation Phase	Bidders who qualify will be evaluated on the technical proposals (aligned to the evaluation criteria listed in Annexure L . A minimum of 80% is required to qualify for the next phase of evaluation.
PHASE IV: Price and B-BBEE	Bids will be evaluated in terms of the 80/20 preference system
PHASE III: Recommendation and Appointment	Recommendation and award

13.1 PHASE I: MANDATORY REQUIREMENTS

- 13.1.1 Bidders must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During the evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

12. RIGHT OF AWARD

The department reserves the right to award the bid in part or in full; and

The department also reserves a right not to make any award in this bid

13. EVALUATION AND SELECTION CRITERIA

The NSG has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

PHASE I: Mandatory and other bid requirements	Bidders must attend a virtual compulsory information session; and Bidders must submit all documents as outlined in paragraph 13.2.1 below. Only bidders that comply with ALL these criteria will proceed to Phase II
Phase II: Desktop Evaluation	Bids will be evaluated on the technical proposals (aligned to the evaluation criteria listed in Annexure L . A minimum of 70% is required to qualify for the next phase of evaluation.
Phase III: Presentation Phase	Bidders who qualify will be evaluated on the technical proposals (aligned to the evaluation criteria listed in Annexure L . A minimum of 80% is required to qualify for the next phase of evaluation.
PHASE IV: Price and B-BBEE	Bids will be evaluated in terms of the 80/20 preference system
PHASE III: Recommendation and Appointment	Recommendation and award

13.1 PHASE I: MANDATORY REQUIREMENTS

- 13.1.1 Bidders must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During the evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

Mandatory requirements - Documents that must be submitted in Phase I	
Service Provider Profile and technical proposal	<p>The bidder shall submit a company profile which included but not limited to the following:</p> <ul style="list-style-type: none"> • Overview of company; • A clear description of services rendered; • A risk mitigation strategy to ensure continued service delivery; • Physical address / national footprint of the company where applicable; • Proof of SITA registration; and • Technical proposal as per the evaluation criteria set out in in the Terms of Reference.
Company Financial Statements	The bidder shall submit a copy of the bidder's latest available audited financial statements, alternatively submit a confirmation from the bidder's auditors that the bidder is a going concern, with the bid documents at the closing date and time of the bid.
Shareholding Portfolio	The bidder shall submit valid proof of registration of the company with CIPRO/CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPC is not required, proof of ownership/shareholding must be provided
SBD 1 - Invitation to Bid	Complete and sign the supplied pro forma document
B-BBEE Certificate	Submit a valid and certified B-BBEE certificate.
SBD 4 - Declaration of Interest	Complete and sign the supplied pro forma document
SBD 6.1 - Preference Point Claim Form	Complete and sign the supplied pro forma document – non-submission will lead to a zero (0) score on B-BBEE.
SBD 8 - Declaration of Bidder's Past SCM Practices	Complete and sign the supplied pro forma document
SBD 9 - Certificate of Independent Bid Determination	Complete and sign the supplied pro forma document
Registration on Central Supplier Database (CSD)	<p>The bidder must be registered as a service provider on the CSD. If the bidder is not registered proceed to complete the registration of your company prior to submitting your proposal.</p> <p>Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Bidders must be tax compliant; SARS Pin number must be submitted with the proposal.</p>

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

	Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence Submit proof of registration.
Bidder's declaration (Annexure M)	Complete and Sign
Pricing Submission (Annexure N)	Complete and sign
Evidence of Agreement to Sub-Contract Services (as per par 9)	The bidder must provide a letter of intent to sub-contract, should the tender be allocated to the bidder that is co-signed by the selected partner. Only sub-contractors who are duly registered on the NT CSD at the date and time of the closing of the bid will be accepted.

13.2 PHASE II: DESKTOP EVALUATION ON CAPACITY AND CAPABILITY

Only bidders who have complied with all mandatory and pre-qualification requirements will be further evaluated on the technical requirements.

Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference and Evaluation Score Sheet. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

Bidders will not rate themselves, but need to ensure that all information required is supplied. The reference to the detail provided in the submission must be included in the Bid Evaluation Form in the field provided as part of the submission of the Bid. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

Only bidders who have obtained 80% and more in this phase will continue to the next phase of evaluation.

13.3 PHASE III: PRESENTATION ON CAPACITY AND CAPABILITY

Only bidders who have obtained 80% and more during the desktop evaluation phase will be invited to the presentation phase, whereby the bidder/s will be evaluated on the presentations prepared according to the evaluation criteria listed in Annexure D.

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

Bidders must, as part of their bid presentation, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

Bidders will not rate themselves, but need to ensure that all information required is supplied. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

Only bidders who have passed the presentation phase of evaluation will be considered for price and B-BBEE point's evaluation as indicated hereunder.

13.4 PHASE IV: PRICE AND B-BBEE POINTS EVALUATION

13.4.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

13.4.2 The bid price (maximum 80 points)

13.4.3 B-BBEE status level of contributor (maximum 20 points)

13.4.4 The following formula will be used to calculate the points for price:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

13.4.5 A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

- 13.4.6 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.
- 13.4.7 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 13.4.8 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.
- 13.4.9 Failure on the part of the bidder to comply with paragraphs 13.3.4 and 13.3.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 13.4.10 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 13.4.11 The points scored will be rounded off to the nearest 2 decimals.
- 13.4.12 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE
- 13.4.13 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 13.4.14 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 13.4.15 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

14 VALUE ADDED TAX

- 14.1 All bid prices must be inclusive of 15% Value-Added Tax.
- 14.2 Failure to comply with this condition may invalidate the bid.

15 JOINT VENTURES, CONSORTIUMS AND TRUSTS

- 15.1 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 15.2 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 15.3 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NSG will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 15.4 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

16 SUB-CONTRACTING

- 16.1 The bidder is required to subcontract at least 30% of the total value of the tender to:
- a) an EME or QSE which is at least 51% owned by black people; or
 - b) an EME or QSE which is at least 51% owned by black people who are youth; or
 - c) an EME or QSE which is at least 51% owned by black people who are women; or
 - d) an EME or QSE which is at least 51% owned by black people with disabilities; or
 - e) an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships; or
 - f) a cooperative which is at least 51% owned by black people; or
 - g) an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - h) more than one of the categories referred to above.
- 16.2 The bidder should select from the list of providers registered on the NT Central Supplier Database obtained at www.csd.gov.za

SECTION B: GENERAL AND SPECIFIC BID CONDITIONS

17 GENERAL CONDITIONS OF CONTRACT

- 17.1 Any award made to a bidder(s) under this bid is conditional, amongst others, upon –
- 17.1.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which the NSG is prepared to enter into a contract with the successful bidder(s).

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- 17.1.2 The bidder submitting the GCC to the NSG together with its bid, duly signed by an authorised representative of the bidder.

18 DURATION OF CONTRACT

The duration of contract will be for five (5) years. The contract will come into effect from date of the approval by the Principal.

19 PRICING STRUCTURE

- 19.1 Prices submitted for this bid must be completed in the fields provided on the pricing schedules as per the Price Submission supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

- 19.1 The following documents are applicable to the pricing structure:

Price Quotation	Annexure N
Price Declaration	
SBD 3.3 Price Schedule	

- 19.2 Sub-Contracting -Bidders may make use of sub-contractors for delivery, installation, implementation and /or maintenance. The contract will, however, be awarded to the bidder as the primary contractor who will be responsible for the management of the contract. The State will not enter into any separate contracts with such sub-contractors with regard to this contract.

20 CONTRACT PRICE ADJUSTMENTS

Prices submitted for this bid will be subject to annual CPI increases. Price adjustment will be determined yearly, with the first adjustment due from 1 April of the first calendar month after the one (1) year anniversary of the contract. Price adjustments thereafter will be due annually on the 1st of April of every year.

21 SERVICE LEVEL AGREEMENT

- 21.1 The Bidder should submit a proposed Service Level Agreement (SLA) as part of the bid documents.
- 21.2 Upon award of the contract, the NSG and the successful bidder will conclude the SLA to regulate specific terms, conditions and service standards applicable to the services included in the contract.
- 21.3 The NSG reserves the right to accept, reject or renegotiate the terms and standards of any or all proposals in the SLA on reasonable ground and if such terms and standards pose a risk to the organisation and the success of the project.
- 21.4 The NSG reserves the right to add terms and standards to the SLA as may be required to assure the successful management of the project.

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other party fail to do so, then the other party may without prejudice to any other rights it may have terminate the agreement without any further notice.

22.1.14 On the termination of the agreement, for whatever reason, all documents, programmes, reports, etc. must be handed to the NSG. The service provider relinquishes the right or retention thereof.

23 NON-COMMITMENT

23.1 The department reserves the right not to accept any of the bids submitted.

23.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

24 THE NSG REQUIRES THE BIDDER(S) TO DECLARE (Annexure M)

24.1 In the Bidder's Technical response, bidder(s) are required to declare the following:

24.1.1 Confirm that the bidder(s) will: –

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the NSG;
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat the NSG fairly in a situation of conflicting interests;
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e) Agree to accept the conditions stipulated in the GCC and SCC;
- f) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NSG;
- g) Avoid fraudulent and misleading advertising, canvassing and marketing;
- h) Conduct their business activities with transparency and consistently uphold the interests and needs of the NSG as a client before any other consideration; and
- i) Ensure that any information acquired by the bidder(s) from the NSG will not be used or disclosed unless the written consent of the client has been obtained to do so.

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

25 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 25.1 The NSG reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the NSG or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 25.1.1 engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - 25.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - 25.1.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NSG's officers, directors, employees, advisors or other representatives;
 - 25.1.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - 25.1.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - 25.1.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - 25.1.7 has in the past engaged in any matter referred to above; or
 - 25.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

26 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 26.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the NSG relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

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- 26.2 It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by the NSG against the bidder notwithstanding the conclusion of the Service Level Agreement between the NSG and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

27 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the NSG, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

28 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the NSG incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the NSG harmless from any and all such costs which the NSG may incur and for any damages or losses the NSG may suffer.

29 PRECEDENCE

If a bidder breaches the conditions of this bid and, as a result of that breach, the NSG incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the NSG harmless from any and all such costs which the NSG may incur and for any damages or losses the NSG may suffer.

30 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The NSG shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

31 TENDER DEFAULTERS AND RESTRICTED SUPPLIES

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The NSG reserves the right to withdraw an award, or cancel

TERMS OF REFERENCE FOR THE PROVISION OF A TRAINING MANAGEMENT SYSTEM FOR THE NATIONAL SCHOOL OF GOVERNMENT

a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

32 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

33 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the NSG allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the NSG will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

34 CONFIDENTIALITY

- 34.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the NSG's examination and evaluation of a Tender.
- 34.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the NSG remain proprietary to the NSG and must be promptly returned to the NSG upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 34.3 Throughout this bid process and thereafter, bidder(s) must secure the NSG's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

35 THE NSG PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any NSG proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

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SECTION C: POST-AWARD CONDITIONS

36 ROLES AND RESPONSIBILITIES

- 36.1 **Contract Administration** - Contractors must advise the Director immediately when **unforeseeable circumstances will adversely affect the execution of the contract**. Full particulars of such circumstances as well as the period of delay must be furnished.
- 36.2 **Agreement** - No other agreements except the Service Level Agreement will be signed with the contractor. The Service Level Agreement must be signed by both parties and two (2) copies of the Service Level Agreement must be signed.
- 36.3 **Supplier Performance Management** - Supplier performance management will be the responsibility of end-user and where supplier performance disputes relating to the contract cannot be resolved between the contractor and the relevant end-user, NSG SCM must be informed accordingly.

37 COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

- 37.1 Copyright of all documentation resulting from contracts arising from this contract belongs to the NSG. The service provider may not disclose any information, documentation or products to other clients, or to any other party, without the written approval of the NSG.
- 37.2 The intellectual property rights arising from the execution of a contract shall vest in the NSG and the service provider undertakes to honour the NSG's intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.
- 37.3 The intellectual property associated with the service offering will remain that of the service provider, but all data and associated information is sole ownership of the NSG with no cost implications.

38 APPROVAL

Approval of request for proposal, Terms of Reference and Special Conditions of Contract for the supply, installation, support, and maintenance of a training management system for the National School of Government (NSG) for a period of five (5) years.



Mr Busani Ngcaweni
PRINCIPAL

Date: 2022-01-13

ANNEXURE L



school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

Annexure L

EVALUATION TECHNICAL SCORECARD

NSG/BID/05/2021/2022

**Supply, Installation, Support and Maintenance of a Training Management System
for the National School of Government Training Management System (TMS)**

BIDDER / COMPANY NAME: _____

The form must be submitted in File 1 (Technical file) **EXAMPLE** OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

SECTION NO	TECHNICAL CRITERIA	REFERENCE PAGE IN PROPOSAL	COMMENTS
1.2	Experience of the bidder	Display C: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

EXAMPLE OF A RATING SCALE THAT BID EVALUATION COMMITTEE MEMBERS WILL USE

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL (REFERENCE TO BE PROVIDED BY THE BIDDER WHEN SUBMITTING PROPOSAL)	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
DESKTOP EVALUATION					
1	SERVICE PROPOSAL	100			
1.1	Bidders must submit a detailed proposal as per the approved Terms of Reference.	20			
1.1	Bidders must submit a detailed proposal as per the approved Terms of Reference.	10	As per Terms of Reference and SCM policies and procedures		
1.2	Provide and deliver Application and Services in a manner that meets the NSG needs in alignment with strategic objectives and future plans. It is important that the submission shows comprehensively and provides sufficient supporting evidence that the bidder has extensive experience in the provision of systems and technology in an education, learning and development environment.	10	As per Terms of Reference		
2	COMPANY EXPERIENCE	25			
2.1	Provide evidence from at least three (3) contactable clients when the bidder provided similar products and/or service within the last ten (10) years. Evidence of extensive experience in the provision of systems and technology and related support in an education, learning and development environment.	10	Special Conditions of Contract – mandatory documents		
2.2	Provide track record in Applications Deployment, Management, Maintenance and Development 5 projects and some within Learning and Professional development environment = 5 points 5 projects none within Learning and Professional development environment = 4 points 4 projects = 3 points 3 projects = 2 point 2 projects = 1 points 1 project or less = 0 points	10	Terms of Reference section 6		
2.3	Resources, Capacity and Specialised IT technical Skills available for the provision and implementation of the EMS at the NSG	5	Terms of Reference Section 6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL (REFERENCE TO BE PROVIDED BY THE BIDDER WHEN SUBMITTING PROPOSAL)	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
3	FUNCTIONALITY AND PROVISION	55			TO BE COMPLETED BY THE BIDDER
3.1	Number of services the bidder included in the bid (included in the plan and cost) Provide, Implement, Host and Support/ Maintain the EMS, and develop the online portal for the integrated user experience = 5 points Provide Implement, Host and Support/ Maintain the EMS = 4 points Provide, Implement, Support/ Maintain the EMS = 3 point Provide and Implement, the EMS = 2 points Provide the EMS = 1 point Host the EMS = 1 point	5	Terms of Reference Section 3		
3.2	Application Functionality Requirements and Implementation (included in the plan and cost) Opensource Application provided with 100% functionality requirements met and enterprise licencing, implementation, training, system documents and manuals... 5 points Opensource Application provided with 90-100% functionality requirements, enterprise licencing, implementation, training, system documents and manuals ... 4 points Opensource Application provided with 80-90% functionality requirements, enterprise licencing, implementation, training, system documents and manuals ... 3 points Opensource Application provided with 70-80% functionality requirements, enterprise licencing, implementation, training, system documents and manuals ... 2 points Opensource Application provided with less than 70% functionality requirements, enterprise licencing, implementation, training, system documents and manuals ... 1 points Less than 60% compliance..... 0 points	40	Terms of Reference Section 4		
3.3	Integration with existing NSG systems (included in the plan and cost) Full integration with Moodle and Pastel and all other NSG systems = 5 Full integration with Moodle and Pastel = 4 Full integration with Moodle only = 3 Full integration with PASTEL only = 2	15	Terms of Reference Section 4		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL (REFERENCE TO BE PROVIDED BY THE BIDDER WHEN SUBMITTING PROPOSAL)	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
	No Integration = 1				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL (REFERENCE TO BE PROVIDED BY THE BIDDER WHEN SUBMITTING PROPOSAL)	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
PRESENTATION EVALUATION					
1	COMPANY EXPERIENCE	100			
1	SERVICE PROPOSAL	20			
1.1	A comprehensive presentation explaining the offering in relation to the Terms of Reference.	20			
1.1	A comprehensive presentation explaining the offering in relation to the Terms of Reference.	10	As per Terms of Reference and SCM policies and procedures		
1.2	Provide and deliver Application and Services in a manner that meets the NSG needs in alignment with strategic objectives and future plans. It is important that the presentation confirms and provides evidence that the bidder has extensive experience in the provision of systems and technology in an education, learning and development environment.	10	As per Terms of Reference		
2	COMPANY EXPERIENCE	25			
2.1	The presentation provides the detail of the services provided in the contracts of the (at least) three (3) contactable clients when the bidder provided similar products and/or service within the last ten (10) years. Evidence of extensive experience in the provision of systems and technology and related support in an education, learning and development environment.	10	Special Conditions of Contract – mandatory documents		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL (REFERENCE TO BE PROVIDED BY THE BIDDER WHEN SUBMITTING PROPOSAL)	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					
2.2	The presentation should not only list, but also explain and provide evidence of a track record in Applications Deployment, Management, Maintenance and Development 5 projects and some within Learning and Professional development environment = 5 points 5 projects none within Learning and Professional development environment = 4 points 4 projects = 3 points 3 projects = 2 point 2 projects = 1 points 1 project or less = 0 points	10	Terms of Reference section 6		
2.3	The presentation should provide list of Resources, Capacity and Specialised IT technical Skills that will be available to be deployed to the project for the provision and implementation of the TMS at the NSG	5	Terms of Reference Section 6		
3	FUNCTIONALITY AND PROVISION	55			
3.1	The presentation should not only list, but also explain and provide evidence of the detailed services the bidder included in the bid (included in the plan and cost) Provide, Implement, Host and Support/ Maintain the EMS, and develop the online portal for the integrated user experience = 5 points Provide Implement, Host and Support/ Maintain the EMS = 4 points Provide, Implement, Support/ Maintain the EMS = 3 point Provide and Implement, the EMS = 2 points Provide the EMS = 1 point Host the EMS = 1 point	5	Terms of Reference Section 3		
3.2	The presentation should not only list, but also explain and provide evidence of compliance to the Application Functionality Requirements and Implementation (included in the plan and cost) Application provided with 100% functionality requirements met and enterprise licencing, implementation, training, system documents and manuals... 5 points Application provided with 90-100% functionality requirements, enterprise licencing, implementation, training, system documents and manuals ... 4 points	30	Terms of Reference Section 4 and Tables 1, 2 and 3.		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL (REFERENCE TO BE PROVIDED BY THE BIDDER WHEN SUBMITTING PROPOSAL)	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION					TO BE COMPLETED BY THE BIDDER
	<p>Application provided with 80-90% functionality requirements, enterprise licencing, implementation, training, system documents and manuals ... 3 points</p> <p>Opensource Application provided with 70-80% functionality requirements, enterprise licencing, implementation, training, system documents and manuals ... 2 points</p> <p>Application provided with less than 70% functionality requirements, enterprise licencing, implementation, training, system documents and manuals ... 1 points</p> <p>Less than 60% compliance..... 0 points</p>				
3.3	<p>Integration with existing NSG systems (included in the plan and cost)</p> <p>Full integration with Moodle and Pastel and all other NSG systems = 5</p> <p>Full integration with Moodle and Pastel = 4</p> <p>Full Integration with Moodle only = 3</p> <p>Full integration with PASTEL only = 2</p> <p>No Integration = 1</p>	15	Terms of Reference Section 4		
3.4	<p>Hosting and information security</p> <p>Proposal confirms that application and hosting services included in the bid complies with all NSG and Government Governance and Information Security Policies and Procedures, as well as the POPI Act = 5 points</p> <p>Proposal confirms that application and hosting services included in the bid does not comply with all NSG and Government Governance and Information Security Policies and Procedures, as well as the POPI Act = 0 points</p>	10	Terms of Reference Section 4		

ANNEXURE M

BIDDER DECLARATION

The bidder hereby declare the following:

We confirm that _____ (Bidder's Name) will:

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the NSG;
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat the NSG fairly in a situation of conflicting interests;
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e) Agree to accept the conditions stipulated in the GCC and SCC;
- f) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NSG;
- g) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- h) To conduct their business activities with transparency and consistently uphold the interests and needs of the NSG as a client before any other consideration; and
- i) To ensure that any information acquired by the bidder(s) from the NSG will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature _____

Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)

ANNEXURE N



1. PRICE DECLARATION

Dear Sir/Madam,

Having read through and examined the Request for Proposal (RFP) document, the General Conditions, the Terms of Reference and all other Annexures to the RFP document, we offer to supply, installation, support and maintenance of a Training Management System for the National School of Government for a period of five (5) years.

We undertake to hold this offer (as per cost breakdown matrix) open for acceptance for a period of **120 days** from the date of submission of the offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of services when required to do so by the National School of Government.

We understand that the National School of Government are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any person, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF (company name)

Tel No:

Fax No:

Cell No:

Email: