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2nd Floor Building 3, Summit Place Business Park
221 Garsfontein Road, Menlyn, Pretoria

INVITATION TO QUOTE – PROVISION OF RECRUITMENT SERVICES FOR A PERIOD OF ONE YEAR

RFQ NO: **RFQ/NHC/2026/27/034**

DESCRIPTION: **PROVISION OF RECRUITMENT SERVICES FOR A PERIOD OF ONE (1) YEAR**

ISSUED: **06/11/2026**

CLOSING DATE: **16/11/2026**

CLOSING TIME: **11:00AM**

VALIDITY PERIOD: **60 DAYS FROM DATE OF CLOSURE**

PUBLIC VIEWING SESSION FOR INTERESTED PARTIES

Date:	Not Applicable / Indicate details if applicable
Time:	N/A
Venue:	N/A
Compulsory:	N/A

RFQ DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO THE FOLLOWING EMAIL BEFORE THE CLOSING DATE AND TIME
procurement@nhc.org.za

ENQUIRIES: Any clarification required by interested parties regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:
Supply Chain Management: Acquisition Management National Heritage Council Email: procurement@nhc.org.za

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1. INVITATION TO SUBMIT A QUOTATION

The National Heritage Council (NHC) hereby invites interested and eligible Suppliers, to submit a quotation for the procurement of the above-mentioned as per attached requirements.

1.1. THE FOLLOWING PARTICULATS MUST BE FURBISHED (Failure to do so may result in your offer being disqualified)

SUPPLIER INFORMATION					
NAME OF SUPPLIER					
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

SUPPLIER INFORMATION
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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).

1.2. Submission

a) Suppliers must ensure that quotations are submitted timeously to the correct email address as indicated on the cover page of the bid document.

b) All quotations must be submitted on the official forms (Not to be retyped).

c) Bid received after the closing date and time or submitted to the wrong email address will not be considered.

1.3. Non-commitment

a) The National Heritage Council (NHC) is not bound to accept any of the quotations submitted.

b) NHC reserves the right to withdraw or amend these terms of reference by notice in wiring to parties who have received the terms of reference prior to the closing date.

1.4. Validity Period

a) The offer of the Supplier must be valid for 60 days from the closing date of the bid.

2. BACKGROUND

The National Heritage Council (NHC) of South Africa is a public entity that is responsible for the preservation, promotion and protection of the country's heritage. The important areas that the NHC focusses on are policy development for the sector to meet its transformation goals, public awareness and education, knowledge

production in heritage subjects that were previously neglected, as well as making funding available to projects that place heritage as a socio-economic resource.

The NHC is a Schedule 3A public entity in terms of the Public Finance Management Act 1 of 1999 as amended by Act 29 of 1999, that came into existence through an amendment of the Cultural Laws Second Amendment Act, no 69 of 2001, and was officially constituted through the National Heritage Council Act, Act 11 of 1999).

The NHC identified the need for the procurement of above-mentioned goods and/or services.

The procurement will be done in line with the 80/20 preference point system as determined in the Preferential Procurement Policy Framework Act, No 5 of 2000 and its Regulations.

3. TERMS AND CONDITIONS

The items listed in the attached table were identified for the procurement of applicable goods and/or services. The following terms and conditions are applicable:

3.1 NHC's conditions of purchase shall apply. The NHC reserves the right to accept or reject any changes to the requirements.

3.2 The validity period of the quotation must be clearly stated on the quotation.

3.3 The expected delivery period must be clearly stated on the quotation. Where the project runs over the specified period, suppliers must include an estimated detailed project plan with timeframes, objectives and achievable milestones.

3.4 Suppliers must ensure compliance with their tax obligations and submit the Tax Status Pin code with the bid proposal.

3.5 Quotation prices must be valid for 60 days from the date of closure of this RFQ.

3.6 Quotations must be included on the company letterhead that include the contact details and quote number and must be duly signed.

3.7 NHC will not be liable for a cost(s) incurred by Suppliers to prepare and submit a quotation.

3.8 The NHC reserves the right to accept or reject any quote and to annul the quotation process at any time prior to the award of the contract, without thereby incurring any liability to the affected supplier(s).

3.9 NHC reserves the right to cancel the RFQ at any time.

3.10 Prices quoted shall be in South African Rand and inclusive of VAT as well as any associated costs such as delivery, insurance, taxes, etc. for the stipulated period as indicated in the attached requirements. Quotations that were not costed for the entire scope of the project and the period will not be considered.

3.11 No price adjustment or amendment will be considered by the NHC after closure of the RFQ. This is a fixed price request for quotation unless otherwise specified in the specifications or terms of reference.

3.12 Where the NHC determines that it will be in the best interest of the project to appoint multiple suppliers, the NHC reserves the right to award the RFQ to multiple suppliers by indicting on the purchase order, the items applicable.

3.13 Goods or services shall be supplied / rendered upon receipt of an official purchase order from the NHC. No services must be rendered or goods delivered before an official NHC purchase order or service level agreement (SLA) signed.

3.14 The NHC reserve the right to do due diligence on the quotations.

3.15 The NHC reserves the right to benchmark prices quoted.

3.16 NHC shall pay within 30 days after receipt of an invoice.

3.17 All invoices must be submitted to SCM via the email to finance@nhc.org.za in the format as prescribed by the South Africa Revenue Services (SARS). The checklist for compliance of the invoice can be found following the following link: Tax-Invoice-Checklist-Version-2-29032016.pdf.

3.18 Late and / or incomplete submissions will not be accepted.

4. INTELLECTUAL PROPERTY AND COPYRIGHT

All intellectual property rights, including but not limited to design, layout, content and imagery created or developed as part of this project, shall vest in the National Heritage Council (NHC). The appointed service provider shall not reproduce, distribute or use any part of the deliverables for any other purpose without the prior written consent from the NHC.

The service provider shall provide the NHC with:

4.1 A digitised version of the final product suitable for web and email distribution.

4.2 All open / edible files used in the creation of the booklet (e.g. InDesign, Illustrator, Photoshop).

4.3 Written confirmation that no third-party rights are infringed and that all stock images used are properly licensed for public use.

5. EVALUATION OF BID

The evaluation of the bid proposals will be done in two (2) phases as mentioned below:

- Phase 1: SCM compliance requirements
- Phase 2: Price and specific goals

5.1. Phase 1: SCM compliance requirements

Bid quotations received will be verified for completeness and correctness. NHC reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided.

Suppliers are to ensure that they submit the following documentation / information with their bid accompanied by the Compulsory requirements included on the specifications.

Proof of registration on the Central Supplier Database (CSD) of National Treasury	Suppliers must be registered on the CSD. The CSD registration number must be provided.
Annexure A: (Supplier's Disclosure)	Completed and signed
Annexure B: (Preference Points Claim Form)	Completed and signed of points are claimed
Tax Status Pin Code issued by South African Revenue Services (SARS)	Supplier's tax matters must be in order
BBBEE Certificate	Valid and compliant original or certified copy of the B-BBEE certificate or Sworn Affidavit must be submitted for any points claimed
Annexure C: POPIA Supplier Notice and Consent Form	Completed and signed
Annexure D: NHC's Supplier Code of Conduct	Completed and signed
Annexure E: Supplier Evaluation Checklist	Completed and signed

Suppliers who comply with the above requirements will be considered for further evaluation.

5.2. Phase 2: Price and specific goals

Suppliers who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

Points for this RFQ shall be awarded for:

a) Price; and

b) Specific Goals (Refer to Annexure B: Preference points claim form)

The maximum points for this bid are allocated as follows:

Evaluation Criteria	Points
Price	80
Specific Goals	20
Total points for Price and Specific Goals	**100**

6. BID AWARD

Subject to Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the RFQ will be awarded to the Supplier(s) who scores the highest points.

The successful Supplier will be required to sign an award letter and SBD 73. Contract for (Income-Generating Contracts).

7. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) will form part of this RFQ and may not be amended. A copy of the GCC may be obtained from National Treasury at Microsoft Word - General Conditions of Contract PracNote9 of 2007-08 19-2-2008 .doc.

Annexure A: SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

1. the power, by one person or a group of persons holding the majority of the equity of

an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market

allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

Annexure B: SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

2.1. **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

2.2. **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

2.3. **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

2.4. **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

2.5. **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
The promotion of black owned enterprises 100% = 8 pts 75%-99% = 6 pts 60%-74% = 4 pts 51%-59% = 2 pts 1% - 50% = 1 pts Non-compliant contributor = 0	8	
The promotion of women owned enterprise 51%-99% = 4 pts 1%-50% = 2pts	4	
The promotion of youth owned enterprises	2	
The promotion of SMME's	2	
Promotion of local enterprises /rural enterprises/ cooperatives	2	
The promotion of people with disabilities	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM



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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....



Annexure C: POPIA

POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Full Name (Print)	
Capacity	
Signature	
Name of Company (If Applicable)	
Date	

(Hereinafter referred to as the "**Data Subject**")

A company / organisation duly incorporated under the laws of the Republic of South Africa, having its main place of business at:

_____,

with Registration number _____.

Preparatory Statement

Whereas the "**Data Subject"** is in agreement with the contents of this Notice and Consent Form and grants NHC permission to process certain confidential / personal information, for purposes of _____

_____

whereas the "Data Subject" is considering making an offer (the "Offer") to NHC on a solicited Bid/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential / personal information of the Data Subject may be disclosed to NHC.

The Data Subject hereby gives consent to the following:

Where the supplier is a juristic person, this consent applies to the personal information of its representative's directors, or employees whose data may be processed in the course of the procurement process

1. Purposes

NHC will process, including collect, personal information (as set out in point 2 below) for the following purposes:

1.1. Strategic sourcing

1.2. Procurement

1.3. Contract management

1.4. Supplier management

1.5. Invoice management

1.6. Debt recovery

1.7. Fraud prevention

1.8. Supplier discovery

The provision of personal information is voluntary. However, if personal information is not provided, NHC might not be able to perform the above-mentioned purposes.

2. Legal basis for the processing

Personal information is processed on the basis that:

i) processing information is necessary for pursuing the NHC's legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No 4 of 2013 (POPIA), which lies in achieving the purposes as set out in point 1 above,

ii) processing is necessary to carry out actions for the conclusion or performance of "supply chain management functions" for which you are party (according to section 11(1)(b) of POPIA) or

iii) processing complies with an obligation imposed by law on NHC (according to section 11(1)(c) of POPIA.

NHC process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

2.1. Master data

a) Name

b) Addresses

c) Contact numbers

d) Email address

e) Other contact details of the supplier

f) Supplier primary contact person's name and contact information

g) Job position and role / qualifications

h) Partner roles of the suppliers needed for invoicing and ordering

i) Identification / company registration number

j) BBBEE status

k) Central Supplier Database number

2.2. Accounting and payment information

a) VAT and Income tax numbers

b) Tax clearance pin

c) Bank details

d) Bank account type and number

e) Name of the account holder

f) Attachment of confirmation documents

g) Terms of payment

h) Accounting correspondence

2.3. Supplier classification

a) Category

b) Vender portfolio

c) Product categories

d) Main product category

e) Additional product categories

f) Vendor category

2.4. Declared conflict or potential conflict of interest

2.5. Information on goods and/or services offered by supplier

a) Quantity and quality of offered goods and/or services

b) Other commercial terms of the offer

2.6. Contract information

a) Commercial terms of the contract

b) Legal terms of the contract

c) Any other contractual documentation

d) Information about contract performance and instances of non-performance

3. Retention periods

Personal information will only be kept for as long as the NHC reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. NHC will, in any case, retain personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

NHC may disclose personal information if required:

a) By a subpoena or court order

b) To comply with any law

c) To protect the safety of any individual or the public

d) To prevent violation of supplier relation terms.

5. Regulators

NHC may disclose personal information as required by law or governmental audit.

6. Sharing

NHC may share personal information with:

a) other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services.

b) an affiliate, in which case we will seek to require the affiliates to honour this privacy notice.

c) our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing technology services (our contracts dictate that these goods or services providers only use information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit).

d) credit bureaus to report account information, as permitted by law

e) banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria)

f) other third parties who provide us with relevant services, where appropriate.

7. Supplier rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law):

i) To check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected

ii) In certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or

iii) For complaints or queries, you may contact the Information Regulator:

Address: 33 Hoofd Street, Forum III, 3rd Floor, Braampark, Braamfontein, Johannesburg

Email: inforeg@justice.gov.za

Website: https://www.justice.gov.za/inforeg

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal

information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

12. Enquiries

Any queries or concerns arising from this notice and consent from or the way in which NHC handle personal information, please contact the National Heritage Council as follows:

NATIONAL HERITAGE COUNCIL
2nd floor, Building 3, 221 Summit Place Office Park
Menlyn, Pretoria
+27 12 748-3910
Email: enquiries@nhc.org.za

Annexure D: NHC's Supplier Code of Conduct

ADHERENCE TO THE NATIONAL HERITAGE COUNCIL'S CODE OF ETHICS

1. INTRODUCTION

The National Heritage Council (NHC) is committed to maintaining the highest standards of ethics and integrity in all its operations. The Code of Conduct outlines the expectations and requirements for all suppliers, contractors and service providers (collectively referred to as "Suppliers") who wish to do business with the NHC.

2. COMPLIANCE WITH LAWS AND REGULATIONS

Suppliers must comply with all applicable laws, regulations and standards, including but not limited to:

2.1. Section 195 and Section 217 of the Constitution of the Republic of South Africa

2.2. The Prevention and Combating of Corrupt Activities Act, 2004 (PRECCA)

2.3. The Public Financial Management Act, 1999 (PFMA)

2.4. The Protection of Personal Information Act, 2013 (POPIA)

2.5. Treasury Regulations as issued in terms of the PFMA

2.6. Any other legislative requirements conducting crime in public procurement.

3. ETHICAL BUSINESS PRACTICES

Suppliers are expected to conduct their business in an ethical manner and act with integrity. This includes:

3.1 Anti-Corruption and Bribery

Suppliers must not engage in any form of bribery, corruption, or unethical practices. Offering, giving, receiving or soliciting any form of bride or kickback is strictly prohibited.

3.2 Fraud Prevention

Suppliers must not engage in fraudulent activities, including misrepresentation of facts, falsification of documents or any other form of deceit.

3.3 Fair Competition

Suppliers must compete fairly and not engage in anti-corruptive practices.

4. CONFLICT OF INTEREST

Suppliers must avoid any conflict of interest that could impair their ability to act impartially and in the best interest of the NHC. Any potential conflicts of interest must be disclosed to the NHC immediately.

5. GIFTS AND HOSPITALITY

Suppliers must not offer or accept gifts, hospitality or other benefits that could influence or appear to influence business decisions.

Acceptable tokens of appreciation must be of nominal value and in line with customary business practices.

6. CONFIDENTIALITY AND DATA PROTECTION

Suppliers must protect the confidentiality of all information received from the NHC and must not disclose any confidential information to third parties without prior written consent. Suppliers must also comply with all applicable data protection laws and regulations.

7. LABOUR PRACTICES

Suppliers must uphold the highest standards of human rights and labour practices, including:

7.1. Non-Discrimination

Suppliers must not discriminate against any employee or applicant based on race, gender, age, disability, religion or any other protected characteristic.

7.2. Fair Treatment

Suppliers must treat all employees with respect and dignity and must not engage in a ny form of harassment or abuse.

7.3. Child Labour

Suppliers must not use child labour and must comply with all applicable child labour laws.

8. HEALTH AND SAFETY

Suppliers must provide a safe and healthy working environment for their employees and comply with all applicable health and safety laws and regulations.

9. ENVIRONMENTAL RESPONSIBILITY

Suppliers must comply with all applicable environmental laws and regulations and strive to minimise their environmental impact.

10. REPORTING AND WHITLEBLOWING

Suppliers must report any suspected violations of this Code of Conduct or any unethical behaviour to the NHC. The NHC is committed to ensure the confidentiality of reports received.

11. ENFORCEMENT AND COMPLIANCE

Failure to comply with the Code of Conduct may result in the termination of the supplier's contract and other legal actions. The NHC reserves the right to audit and monitor compliance with the Code of Conduct.

Non-compliance with this Code of Conduct may result in:

11.1 Immediate termination of the supplier's contract;

11.2 Disqualification from future procurement opportunities with the NHC; and or blacklisting of the supplier and its directors with the relevant authority;

11.3 Reporting to relevant regulatory or law enforcement authorities;

11.4 Civil or criminal proceedings where applicable.

I, the undersigned, hereby agree to the conditions as stipulated in the Code of Conduct and are committed to oblige with the terms and conditions as specified in the Code of Conduct. I confirm that I have read and understand the terms and conditions as set out in the Code of Conduct and have the Power of Attorney to sign this document on behalf of the supplier.

Full Name and Surname (Print):	
Designation / Role in company:	
Supplier Name:	
Signature:	
Date:	

Annexure E: Supplier Evaluation Checklist

SUPPLIER EVALUATION CHECKLIST

Supplier Name:	
Contact Person:	
Contact Details:	
Date:	

Suppliers are required to tick the applicable box that is applicable to their environment. Failure to complete this checklist may request in the quotation to be regarded as a non-responsive quotation. This is required for verification on contribution to SDGs.

1. COMPLIANCE WITH SUSTAINABLE DEVELOPMENT GOALS (SDGs)

1.1. SDG Alignment

The supplier's operations align with the following SDGs (check all that apply):

1.1.1. ☐ SDG 1: No Poverty
1.1.2. ☐ SDG 2: Zero Hunger
1.1.3. ☐ SDG 3: Good Health and Well-being
1.1.4. ☐ SDG 4: Quality Education
1.1.5. ☐ SDG 5: Gender Equality
1.1.6. ☐ SDG 6: Clean Water and Sanitation
1.1.7. ☐ SDG 7: Affordable and Clean Energy
1.1.8. ☐ SDG 8: Decent Work and Economic Growth
1.1.9. ☐ SDG 9: Industry, Innovation and Infrastructure
1.1.10. ☐ SDG 10: Reduced Inequalities
1.1.11. ☐ SDG 11: Sustainable Cities and Communities
1.1.12. ☐ SDG 12: Responsible Consumption and Production
1.1.13. ☐ SDG 13: Climate Action
1.1.14. ☐ SDG 14: Life Below Water
1.1.15. ☐ SDG 15: Life On Land
1.1.16. ☐ SDG 16: Peace, Justice and Strong Institutions
1.1.17. ☐ SDG 17: Partnerships for the Goals

1.2. Sustainability Practices

1.2.1. ☒ The supplier has implemented sustainability practices in their operations.

1.2.2. ☐ The supplier regularly monitors and reports on their sustainability performance.

2. STRATEGIC GOALS

2.1. Small, Medium, Macro Enterprise (SMME) Status

2.1.1. ☐ The supplier qualifies as an SMME:

Micro enterprises	Annual turnover of R 500k per annum
Very small enterprises	Annual turnover between R 500k and R 2,5 million per annum
Small enterprises	Annual turnover between R 2,5 million and R 10 million per annum
Medium enterprises	Annual turnover between R 10 million and R 20 million per annum

2.1.2. ☐ The supplier is registered with the relevant SMME authorities.

2.2. HDI Status

2.2.1. ☐ The supplier qualifies as an HDI.

2.3. HDI Categories (check all that apply):

2.3.1. ☐ Black
2.3.2. ☐ Coloured
2.3.3. ☐ Indian
2.3.4. ☐ Women
2.3.5. ☐ Youth
2.3.6. ☐ Persons with Disabilities
2.3.7. ☐ Rural
2.3.8. ☐ Unemployed
2.3.9. ☐ Township

2.4. Support for SMMEs and HDIs

2.4.1. ☐ The supplier actively supports and collaborates with other SMMEs and HDIs.

2.4.2. The supplier participates in initiatives aimed at promoting SMMEs and HDIs as per the following categories (check if applicable):

a) ☐ Black
b) ☐ Coloured
c) ☐ Indian
d) ☐ Women
e) ☐ Youth
f) ☐ Persons with Disabilities
g) ☒ Rural
h) ☐ Unemployed
i) ☐ Township

DECLARATION

I, the undersigned, hereby declare that the information provided in this checklist is accurate and complete to the best of my knowledge.

Full Name and Surname (Print) of Representative:	
Signature:	
Date:	

ANNEXURE A

MINIMUM REQUIREMENTS FOR THE PROCUREMENT OF SERVICES OF RECRUITMENT AGENCIES FOR TEMPORARY STAFFING REQUIREMENTS

1. INTRODUCTION

The purpose of this document is to set out the minimum requirements, scope of services, deliverables and evaluation criteria for the procurement of services from suitably qualified and experienced recruitment agencies to provide temporary staffing support to the National Heritage Council (NHC).

The procurement is intended to address existing human resource capacity gaps within the NHC, which are affecting operational continuity and service delivery. The appointed recruitment agency will assist the NHC with sourcing, screening, verifying and facilitating the placement of suitably qualified and experienced temporary personnel in accordance with the operational requirements and approved job profiles of the entity.

The appointment will provide an interim human resource capacity solution while the NHC continues with processes relating to the development and finalisation of its organisational structure.

2. PURPOSE AND OBJECTIVES OF THE APPOINTMENT

2.1 Purpose

The purpose of the appointment is to engage a competent, suitably qualified and experienced recruitment agency to provide recruitment, candidate sourcing, screening, verification and temporary personnel placement services to the NHC.
The agency will assist the Entity in identifying and presenting suitably qualified candidates who meet the minimum qualifications, experience and competency requirements stipulated in the relevant job profiles.

2.2 Objectives

The specific objectives of the appointment are to:

2.2.1. Address immediate human resource capacity gaps within the NHC.
2.2.2. Ensure continuity of operations and effective implementation of the Entity's mandate.
2.2.3. Provide access to suitably qualified and experienced personnel on a temporary basis.
2.2.4. Ensure that candidates sourced are aligned with the job profiles and minimum requirements provided by the NHC.

2.2.5. Ensure that a minimum of four (4) suitably qualified candidates' CVs are submitted for each position requested, subject to the availability of suitable candidates in the market.
2.2.6. Ensure that academic qualifications, professional registrations, employment history and other relevant credentials are verified.
2.2.7. Conduct appropriate criminal record, identity and other background checks, subject to applicable legislation and the requirements of each position.
2.2.8. Facilitate psychometric assessments for managerial, senior management and other designated positions where required.
2.2.9. Enable the NHC to undertake its own candidate assessments, interviews and final selection.
2.2.10. Provide flexibility in addressing the Entity's operational requirements while the organisational structure is being finalised and submitted for approval.
2.2.11. Ensure that temporary personnel complement the overall organisational and operational requirements of the NHC.
2.2.12. Ensure that temporary placements are undertaken in a controlled, transparent, cost-effective and accountable manner.

3 BACKGROUND

The NHC is in the process of developing and finalising its organisational structure, which will be submitted to the relevant Ministry and National Treasury for consideration and approval.
The development and approval of the organisational structure is necessary to ensure that the Entity's institutional arrangements, staffing establishment and functional responsibilities are aligned with its mandate, strategic objectives and available financial resources.
In the interim, the NHC continues to experience staffing gaps arising from recent employee resignations and identified capacity requirements across key operational units. These gaps have created an urgent need to secure suitably qualified and experienced personnel to support the execution of the Entity's mandate and ensure continuity of core business functions.
While internal recruitment processes are underway, it is necessary to establish an interim mechanism to address immediate staffing requirements without pre-empting the approval of the proposed organisational structure or creating permanent positions.

The NHC therefore intends to procure the services of a suitably qualified and experienced recruitment agency to:

3.1. Source and identify suitably qualified and experienced temporary personnel.
3.2. Submit a minimum of four (4) suitable candidates' Curriculum Vitae (CVs) for each position requested by the NHC.
3.3. Conduct preliminary screening and verification of candidates against the relevant job profiles.
3.4. Verify academic qualifications, professional registrations, identity, criminal records and employment history.
3.5. Conduct reference checks with previous employers or nominated referees.
3.6. Facilitate psychometric assessments for managerial and other designated positions, where required.
3.7. Facilitate the recruitment and placement of approved temporary personnel.

3.8. Provide replacement candidates where initially submitted candidates are unsuitable, in accordance with the agreed Service Level Agreement (SLA).

The engagement of a recruitment agency is expected to accelerate the sourcing of suitable candidates, reduce administrative burdens, minimise operational disruptions and provide flexibility in addressing short-term staffing requirements.

The appointment will be an interim capacity solution pending the finalisation and approval of the NHC's organisational structure**.**

4 LEGISLATIVE AND GOVERNANCE REQUIREMENTS

The appointed service provider must comply with all applicable South African legislation, regulations, policies and government procurement requirements, including, but not limited to:

4.1. Section 195 of the Constitution of the Republic of South Africa, 1996, relating to the basic values and principles governing public administration.
4.2. Section 217 of the Constitution of the Republic of South Africa, 1996, relating to procurement through a system that is fair, equitable, transparent, competitive and cost-effective.
4.3. Public Finance Management Act, 1999 (PFMA).
4.4. Treasury Regulations issued in terms of the PFMA.
4.5. Applicable National Treasury procurement instructions and directives.
4.6. The NHC's approved Supply Chain Management Policy.
4.7. Preferential procurement legislation and regulations applicable at the date of the procurement process.
4.8. Labour Relations Act, 1995.
4.9. Basic Conditions of Employment Act, 1997.
4.10. Employment Equity Act, 1998.
4.11. Employment Services Act, 2014, where applicable.
4.12. Protection of Personal Information Act, 2013 (POPIA).
4.13. Compensation for Occupational Injuries and Diseases Act, 1993 (COIDA).
4.14. Applicable professional registration and psychological assessment requirements.
4.15. Applicable tax and statutory compliance requirements.
4.16. Code of Conduct for Suppliers as stipulated in the procurement documentation.
4.17. Any other relevant legislation, regulations, policies and prescripts governing recruitment, temporary employment and public sector procurement.

The service provider must further ensure that its recruitment practices, employment arrangements and contractual obligations comply with applicable labour legislation and statutory requirements.

5 SCOPE OF SERVICES

The appointed recruitment agency will be responsible for providing recruitment, candidate sourcing, screening, verification and temporary personnel placement services.

The scope of services will include, but will not be limited to, the following:

a) Source and identify suitably qualified and experienced candidates for positions requested by the NHC.
b) Utilise appropriate recruitment methods, platforms, databases and professional networks to identify suitable candidates.
c) Ensure that candidates meet the minimum qualifications, experience and competency requirements stipulated in the job profiles provided by the NHC.
d) Maintain an appropriate database of potential candidates across administrative, professional, technical, financial, human resources and managerial functions.
e) Ensure that recruitment processes promote fairness, diversity and equal employment opportunities.

6 ROLES AND RESPONSIBILITIES

To ensure accountability and effective management of the arrangement, the responsibilities will be divided as follows:

6.1. Recruitment Agency

The recruitment agency will be responsible for:

Sourcing and identifying suitably qualified candidates.
Submitting a minimum of four (4) CVs for each position requested.
Ensuring that candidates meet the requirements of the relevant job profiles.
Conducting preliminary screening and verification of candidate information.
Facilitating the recruitment and selection process.
Coordinating interviews and assessments where required.
Providing replacement candidates in accordance with the contractual requirements.
Providing reports on recruitment activities and placements.

6.2. The Entity

The Entity will be responsible for:

Identifying and motivating the need for temporary personnel.

Providing the recruitment agency with the relevant job profiles and minimum requirements for each requested position.
Assessing the CVs submitted by the agency.
Conducting interviews and any additional assessments considered necessary.
Selecting and approving the most suitable candidates.
Confirming the duration and conditions of each temporary placement.
Monitoring the performance and continued necessity of temporary personnel.

Ensuring that all placements are within the available budget and approved through the applicable governance processes.

6.3 Submission of Curriculum Vitae

The recruitment agency must:

a) Submit a minimum of four (4) suitably qualified candidates' CVs for each position requested by the NHC.
b) Ensure that each CV is aligned with the relevant job profile and minimum requirements.
c) Ensure that CVs are accompanied by relevant supporting documentation, including academic qualifications, proof of relevant experience and other documents requested by the NHC.
d) Provide a candidate suitability assessment indicating how each candidate meets the requirements of the position.
e) Obtain the necessary consent from candidates before processing and sharing their personal information with the NHC.
f) Where four suitable candidates cannot be identified despite reasonable recruitment efforts, provide written reasons and recommendations to the NHC for consideration.
d) Conducting preliminary screening and verification.
e) Verifying qualifications, professional registrations and employment history.
f) Conducting criminal record and identity checks.
g) Facilitating psychometric assessments for managerial and other designated positions.
h) Providing comprehensive verification and assessment reports.
i) Facilitating interviews and recruitment coordination where required.
j) Providing replacement candidates in accordance with the agreed SLA.
k) Maintaining proper records of recruitment activities.
l) Submitting progress and performance reports to the NHC.
m) Maintaining confidentiality and protecting all information relating to the NHC and candidates.
n) Ensuring that contractual and administrative arrangements are concluded before temporary personnel commence duties.

6.4. Responsibilities of the NHC

The National Heritage Council will be responsible for:

a) Identifying and motivating the need for temporary personnel.
b) Providing the agency with relevant job profiles and minimum requirements.
c) Assessing the CVs submitted by the agency.
d) Conducting interviews and any additional assessments considered necessary.
e) Retaining the final authority to select and approve candidates.
f) Confirming the duration and conditions of each temporary placement.
g) Monitoring the performance and suitability of temporary personnel.
h) Ensuring that placements are within the available budget and supported by the necessary approvals.
i) Providing reasonable feedback to the agency on submitted candidates.
j) Designating an appropriate official to manage and monitor the agency contract.

7. SELECTION AND APPROVAL OF CANDIDATES

The recruitment agency will be responsible for sourcing, screening and presenting suitable candidates. However, the NHC will retain full responsibility and authority for assessing candidates, conducting interviews where necessary and making the final selection.

The process will be as follows:

- The NHC identifies a capacity requirement and provides the agency with the relevant job profile.
- The agency sources and screens potential candidates against the specified requirements.
- The agency submits a minimum of four (4) suitable CVs for the position.
- The NHC assesses the submitted CVs against the relevant job profile.
- The agency facilitates the required verification and screening processes.
- Psychometric assessments are conducted for managerial and other designated positions where required.
- The NHC may conduct interviews, competency assessments or any other relevant selection processes.
- The NHC identifies and approves the preferred candidate.
- The agency facilitates the necessary placement and contractual arrangements.
- The selected individual may only commence duties after the necessary approvals, verification processes and contractual requirements have been completed.
- The NHC reserves the right to reject all candidates submitted where they do not meet the required standards or job specifications.

NB: The submission of CVs by the agency does not create any obligation on the NHC to select or appoint any candidate.

7.1 Qualification and Academic Verification

The recruitment agency must:

a) Verify the authenticity of all academic qualifications submitted by candidates.
b) Verify qualifications with the relevant educational institutions, verification authorities or recognised qualification verification service providers.
c) Verify professional qualifications, memberships and registrations with relevant professional bodies or statutory councils, where applicable.
d) Ensure that foreign qualifications have been appropriately evaluated by the South African Qualifications Authority (SAQA), where applicable.
e) Confirm that qualifications meet the minimum requirements stipulated in the relevant job profile.
f) Provide written confirmation of the qualification verification process and its outcome.
g) Report any discrepancies, irregularities or suspected fraudulent qualifications to the NHC.

7.2 Criminal Record Verification

The recruitment agency must undertake criminal record screening for candidates being considered for placement, subject to applicable legislation and the nature of the position.
The screening must:
a) Establish whether the candidate has a criminal record that may be relevant to the position.
b) Be conducted through authorised and legally recognised channels.
c) Be undertaken with the necessary consent and in compliance with applicable legislation.
d) Provide the NHC with the outcome of the verification before final placement.
e) Identify findings that may have a bearing on the candidate's suitability for the position.

Any criminal record information must be assessed in context, taking into consideration the nature of the offence, its relevance to the position, the time elapsed and applicable employment legislation. A criminal record must not automatically result in disqualification without an appropriate and lawful assessment.

7.3 Identity and Personal Information Verification

The agency must:
a) Verify the identity of candidates using appropriate official documentation.
b) Confirm that candidates' personal details correspond with the information provided in their CVs and supporting documents.
c) Verify the candidate's right to work in South Africa, where applicable.
d) Ensure that candidate information is accurate and that any discrepancies are brought to the attention of the NHC.

7.4 Employment History and Reference Checks

The recruitment agency must:
a) Verify the employment history of candidates, including previous employers, positions held and periods of employment.
b) Conduct reference checks with previous employers or nominated referees.
c) Verify candidates' previous roles and responsibilities to establish the relevance of their experience.
d) Confirm managerial experience for candidates being considered for managerial positions.
e) Assess candidates' work histories for consistency and identify unexplained discrepancies.
f) Provide written confirmation of reference checks conducted.
g) Report any adverse findings or material discrepancies to the NHC.

7.5 Psychometric Assessments and Competency Evaluations

The recruitment agency must facilitate psychometric assessments for managerial, senior management and other designated positions where required by the NHC.
The assessments may include:

a) Leadership and management competency assessments.
b) Emotional intelligence assessments.
c) Cognitive ability and reasoning assessments.
d) Personality and behavioural assessments.
e) Decision-making and problem-solving assessments.
f) Strategic thinking and analytical ability assessments.
g) Communication, interpersonal and conflict management assessments.
h) Other competency assessments relevant to the requirements of the position.

The agency must:

- Recommend appropriate assessment instruments based on the job profile.
- Obtain the necessary consent from candidates before conducting assessments.
- Ensure that assessments are conducted and interpreted by appropriately qualified professionals, registered where required.
- Utilise appropriate, valid and reliable assessment instruments.
- Submit comprehensive assessment reports to the NHC.
- Provide an interpretation of results against the competencies required for the position.
- Maintain the confidentiality of assessment results.
- Ensure compliance with applicable labour legislation, professional standards and psychological assessment requirements.

Psychometric assessments will primarily apply to managerial and leadership positions, but the NHC reserves the right to request assessments for other positions where considered necessary.

The results of psychometric assessments will inform, but will not independently determine, the NHC's final selection decision.

7.6 Additional Background and Suitability Checks

Where relevant to the nature and responsibilities of a position, the NHC may require additional checks, including:
a) Verification of professional licences and registrations.
b) Verification of directorships and business interests where relevant to conflict-of-interest requirements.
c) Verification of financial integrity or credit history for positions involving financial management or fiduciary responsibilities, subject to lawful justification and consent.
d) Verification against applicable professional or regulatory disciplinary records.
e) Other lawful and reasonable background checks relevant to the position.
The agency must obtain the necessary consent and conduct all such checks in accordance with applicable legislation.

7.7 Recruitment Coordination

The agency must:
a) Facilitate communication between candidates and the NHC.
b) Coordinate interviews and assessments where requested.
c) Communicate interview arrangements and outcomes to candidates.
d) Assist with the coordination of candidate availability and commencement dates.
e) Provide additional candidates where the initial submissions are considered unsuitable by the NHC.

7.8 Temporary Personnel Placement

Following the NHC's assessment and approval of a candidate, the agency must facilitate the placement of the selected individual in accordance with the agreed contractual arrangements.
The agency must ensure that all necessary administrative and contractual arrangements relating to the temporary placement are concluded before the individual commences duties.
The respective responsibilities of the NHC and the recruitment agency regarding employment, remuneration, statutory obligations, supervision, workplace administration and payroll must be clearly stipulated in the resulting contract and SLA.

No candidate may commence duties without the required approvals, confirmation of available funding and completion of the necessary contractual requirements.

8. REQUIREMENTS FOR REQUESTING TEMPORARY PERSONNEL

The NHC will identify its specific temporary staffing requirements as and when the need arises.
Each request for temporary personnel must be supported by:

8.1. A motivation outlining the operational need for the position.
8.2. The relevant job profile and job description.
8.3. Minimum academic qualifications and professional registration requirements, where applicable.
8.4. Minimum years of relevant work experience.
8.5. Required technical and behavioural competencies.
8.6. Expected responsibilities and deliverables.
8.7. Proposed duration of the temporary assignment.
8.8. Available budget and applicable approval.
8.9. Any additional requirements relevant to the specific position.

The NHC will provide the recruitment agency with the relevant information to ensure that candidates sourced are aligned with the operational requirements.

9. EVALUATION CRITERIA

The evaluation of bids will be conducted in accordance with the applicable procurement legislation, regulations, the NHC's approved Supply Chain Management Policy and the approved procurement strategy.

The procurement process will be in (2) two Stage

Stage 1: Administrative and Compulsory requirement
Stage 2: Pricing and Specific Goal (80/20)

Stage 1 - Administrative and Compulsory requirement

9.1 Administrative Requirement

- A valid B-BBEE certificate or sworn affidavit, as applicable, issued in accordance with the relevant B-BBEE requirements.
- Proof of company registration with the Companies and Intellectual Property Commission (CIPC).
- Proof of tax compliance status, verifiable through SARS or the Central Supplier Database (CSD).
- Valid COIDA registration or applicable proof of compliance, where required in terms of the proposed employment arrangement.
- Proof of tax compliance status, verifiable through SARS or the Central Supplier Database (CSD).

9.2 Compulsory Requirement

- A detailed project implementation plan, including the proposed methodology, recruitment processes and timeframes for fulfilling staffing requirements.

- A comprehensive company profile demonstrating at least five (5) years of relevant experience in recruitment and temporary staffing services.

- Three (3) written and contactable reference letters from clients for similar services rendered within the past five years.

- Proof of adherence to applicable ISO/SANS standards, where relevant to the services offered.

- Valid COIDA registration or applicable proof of compliance, where required in terms of the proposed employment arrangement.

- Proof of registration with a recognised recruitment industry professional body or association, such as APSO (Federation of African Professional Staffing Organisations) or any equivalent recognised association/professional body.

- Proof of Public Liability and Professional Indemnity Insurance, where applicable to the services offered.

- Evidence of access to appropriate candidate screening and verification facilities or service providers.

- Evidence of access to suitably qualified professionals who can conduct and interpret psychometric assessments, where required.

Stage 2: Pricing and Specific Goal (80/20) respective

Bidders must submit a comprehensive and detailed line-item pricing schedule, inclusive of VAT, where applicable

The pricing proposal must include:

No.	Description of recruitment services	Unit of measure	Rate (Excl. VAT)
1	Advertising of vacant positions	Per advert	R
2	Sourcing and screening of candidates	Per vacancy	R
3	Longlisting of suitable candidates	Per vacancy	R
4	Shortlisting of suitable candidates	Per vacancy	R
5	Coordination and administration of interviews	Per vacancy	R
6	ID Verification		
7	Qualification verification	Per candidate	R
8	Employment reference checks	Per candidate	R
9	Criminal record checks	Per candidate	R
10	Credit checks, where legally permissible	Per candidate	R
11	Competency-based assessments	Per candidate	R
12	Preparation of recruitment assessment reports	Per vacancy	R

13	Full recruitment process (end-to-end)	Per vacancy	R

Specific Goal

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
The promotion of black owned enterprises 100% = 8 pts 75%-99% = 6 pts 60%-74% = 4 pts 51%-59% = 2 pts 1% - 50% = 1 pts Non-compliant contributor = 0	8	
The promotion of women owned enterprise 51%-99% = 4 pts 1%-50% = 2pts	4	
The promotion of youth owned enterprises	2	
The promotion of SMME's	2	
Promotion of local enterprises (Within Gauteng)	2	

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
The promotion of people with disabilities	2	

10. SERVICE LEVEL REQUIREMENTS AND TURNAROUND TIMES

The appointed recruitment agency will be expected to meet the following minimum service standards:

No.	Deliverable	Minimum service requirement
10.1	Acknowledgement of staffing request	Within 1 working day
10.2	Review of job profile	Within 2 working days
10.3	Submission of CVs	Within 10 working days after receiving a complete request
10.4	Number of CVs	Minimum of 4 suitable CVs per position
10.5	Qualification verification	Completed before final placement
10.6	Criminal record screening	Completed before final placement
10.7	Identity verification	Completed before final placement
10.8	Employment history checks	Completed before final placement
10.9	Reference checks	Completed before final placement
10.10	Psychometric assessments	As required by the NHC
10.11	Supporting documentation	Submitted with relevant verification reports
10.12	Additional candidates	Within an agreed period where initial

No.	Deliverable	Minimum service requirement
		candidates are unsuitable
10.13	Recruitment progress reports	Monthly or as requested
10.14	Replacement of unsuitable candidates	Within the period stipulated in the SLA

The submission of initial CVs may precede the completion of certain verification processes, provided that the agency clearly indicates which checks are outstanding.
All mandatory verification checks must be completed before final placement and commencement of duties.

The above turnaround times may be adjusted by agreement depending on the seniority, technical requirements and availability of candidates for the specific position.

11. DURATION OF THE CONTRACT AND TEMPORARY PLACEMENTS

The contract shall be for a period of twelve (12) months, with services to be rendered on an as-and-when-required basis.

12. AUTOMATIC TERMINATION

The contract shall terminate automatically on the expiry date stipulated in the signed contract and applicable Service Level Agreement, unless an extension has been duly motivated, approved and concluded in writing by both parties before the expiry date.
Any extension will be subject to the applicable procurement requirements, available budget and delegated authority.

The NHC shall not be liable for charges or costs incurred by the supplier after the termination or expiry date, except for obligations lawfully incurred and expressly provided for in the contract.

Termination of the agency contract or an individual temporary placement shall be managed in accordance with the applicable contractual provisions and labour legislation.

12. CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

The recruitment agency will be required to maintain strict confidentiality regarding all information received from the NHC and all personal information relating to candidates.
The agency must:
14.1. Comply with the Protection of Personal Information Act, 2013 (POPIA).
14.2. Obtain the necessary consent from candidates before processing or sharing their personal information with the NHC.
14.3. Use candidate information only for purposes relating to the recruitment assignment.
14.4. Ensure secure storage and handling of CVs and supporting documentation.
14.5. Protect criminal record information, financial information and psychometric assessment results against unauthorised access or disclosure.

14.6. Not disclose confidential NHC information to unauthorised persons.
14.7. Comply with the NHC's confidentiality and information security requirements.
14.8. Ensure that personal information is retained and disposed of in accordance with applicable legislation and agreed data protection arrangements.
The NHC may require the appointed agency to sign a confidentiality undertaking and/or data processing agreement before accessing or processing information on behalf of the Entity.

13. LIMITATIONS OF THE APPOINTMENT

The appointment of the recruitment agency will not:

13.1. Confer authority on the agency to determine or amend the NHC's organisational structure.
13.2. Constitute approval of permanent posts within the NHC.
13.3. Create an automatic entitlement for temporary personnel to permanent employment within the NHC.
13.4. Permit the agency to make appointments on behalf of the NHC without the required approval.
13.5. Permit the agency to source personnel outside the approved operational requirements.
13.6. Circumvent the NHC's Supply Chain Management, Human Resources or financial management processes.
13.7. Allow the agency to independently make final recruitment or selection decisions on behalf of the NHC.

All temporary personnel requirements must be justified, affordable and aligned with the NHC's overall organisational and operational requirements.

14. REQUIRED DELIVERABLES

The appointed recruitment agency will be expected to deliver the following:

No.	Deliverable	Expected output
14.1	Recruitment services	Sourcing of suitable candidates for each requested position
14.2	Candidate CVs	Minimum of four (4) suitable CVs per position
14.3	Candidate screening	Evidence of preliminary screening against job profiles
14.4	Qualification verification	Written verification reports
14.5	Criminal record screening	Verification outcome reports

No.	Deliverable	Expected output
14.6	Identity verification	Confirmation of identity and relevant documentation
14.7	Employment history checks	Verified employment records
14.8	Reference checks	Written confirmation of references
14.9	Professional registration	Confirmation of applicable registrations
14.10	Psychometric assessments	Assessment reports for managerial and designated positions
14.11	Supporting documentation	Relevant qualifications and experience documentation
14.12	Recruitment coordination	Interview and candidate coordination support
14.13	Placement support	Facilitation of approved temporary placements
14.14	Replacement services	Replacement candidates where required under the SLA
14.15	Performance reports	Monthly or agreed periodic recruitment and placement reports
14.16	Interview reports	Reports reflecting candidate assessments and interview outcomes, where applicable

15. DELIVERY CONDITIONS AND TIMEFRAMES

The supplier must clearly state in its quotation or proposal:
a) The expected commencement date of service delivery following receipt of the official purchase order or other authorised instruction.
b) The timeframe required to review job profiles and source suitable candidates.
c) The expected timeframe for submission of candidate CVs.

d) The expected timeframe for completing candidate verification and facilitating approved placements.
Due to the urgency of the NHC's staffing requirements, the agency must demonstrate the capacity to source and present suitable candidates within the agreed turnaround times.
The minimum requirement will be the submission of four (4) suitable CVs per position within ten (10) working days of receiving a complete staffing request, subject to market availability and the agreed SLA.
Actual placement and commencement dates will depend on the completion of verification checks, candidate selection, available funding and the necessary approvals.

16. PERFORMANCE EVALUATION AND REPORTING

The overall performance of the appointed recruitment agency will be monitored and evaluated throughout the duration of the contract.
Performance will be assessed against the following key criteria:
20.1 Delivery and Quality
a) Delivery of recruitment and temporary staffing services within the agreed timeframes.
b) Submission of the required minimum of four (4) suitable CVs per position.
c) Quality and suitability of candidates submitted in relation to the job specifications and competency requirements.
d) Accuracy and completeness of candidate verification reports.
e) Availability of replacement candidates where required.
20.2 Compliance with Terms and Conditions
a) Full compliance with the terms and conditions stipulated in the SLA and contract documents.
b) Adherence to applicable legislation, including labour laws and employment regulations.
c) Compliance with POPIA and confidentiality requirements.
d) Compliance with agreed employment, remuneration and statutory obligations.
20.3 Communication and Reporting
a) Regular, clear and transparent communication with the NHC throughout the contract period.
b) Submission of all required reports and supporting documentation within the agreed timelines.
c) Submission of monthly or periodic recruitment and placement reports.
d) Timely communication of recruitment challenges and delays.

17. Issue Resolution

a) Timely response to issues, complaints or non-performance raised by the NHC.
b) Implementation of corrective and preventative measures to address identified concerns.
c) Provision of replacement candidates in accordance with the SLA.
20.5 Reporting Requirements
The recruitment agency must provide periodic reports to the NHC, which must include:
a) Positions for which recruitment requests were received.
b) Number of CVs submitted per position.
c) Number of candidates shortlisted and interviewed.
d) Number of successful placements.
e) Recruitment turnaround times.
f) Qualification and professional registration verification outcomes.

g) Criminal record screening outcomes handled securely and confidentially.
h) Employment history and reference verification outcomes.
I) Psychometric assessment reports for applicable positions.
j) Challenges experienced in sourcing suitable candidates.
k) Status of temporary personnel placements.
l) Expenditure incurred and associated recruitment costs.
m) Any other information reasonably requested by the NHC.
Poor performance or persistent non-compliance may result in corrective action, contractual remedies or early termination of the contract in accordance with the SLA and applicable procurement requirements.
Any exclusion from future procurement opportunities must be dealt with in accordance with applicable legislation and due process.

18. LIMITATIONS AND GENERAL CONDITIONS

22.1. The appointment of the recruitment agency is intended solely to provide interim human resource capacity to address the NHC's immediate operational requirements.
22.2. The appointment does not constitute approval of permanent positions or an amendment to the proposed organisational structure.
22.3. The NHC retains the final authority to assess, interview, select and approve candidates.
22.4. All temporary placements must be individually motivated, supported by available funding and approved in accordance with the NHC's delegation of authority.
22.5. No temporary placement may be undertaken outside the approved operational requirements and applicable procurement arrangements.
22.6. The recruitment agency must not make commitments or representations on behalf of the NHC without written authorisation.
22.7. Any amendment to the scope, duration, pricing or terms of the contract must be approved in writing in accordance with the applicable contractual and procurement requirements.

19. ENQUIRIES

For technical enquiries, please contact:

Name and Surname:	Ms. Lungile Zwane
Email:	l.zwane@nhc.org.za
All enquiries must be copied to	procurement@nhc.org.za