

# NOTIFICATION OF TENDER ADVERT

**Bid Number:** SASSA: 61-22-HCM-GP

**Bid Description:** South African Social Security Agency invites potential service provider(s) for provision of Training and Development services within South African Social Security Agency (SASSA) Gauteng Region for the period of three (3) years (36 months).

**Name of Institution:** The South African Social Security Agency

Place where goods, works or services are required: SASSA Gauteng Regional, District Offices and Local Offices.

**Date Published:** 23 November 2022  
Closing Date / Time: 14 December 2022 @11:00am

**Enquiries:**  
Contact Person: MR MMATHUME NKADIMENG

Email: [Mmathumen@sassa.gov.za](mailto:Mmathumen@sassa.gov.za) <[mailto: Mmathumen@sassa.gov.za](mailto:Mmathumen@sassa.gov.za)>  
Telephone number: 011 241 8474 <<tel:011 241 8474>>

**Technical Enquiries:**  
Email: [Michaelne@sassa.gov.za](mailto:Michaelne@sassa.gov.za) <[mailto: Michaelne@sassa.gov.za](mailto:Michaelne@sassa.gov.za)>  
Telephone number: 011 241 8392 <<tel:011 241 8392>>

Where bid documents can be obtained:  
Website: <https://etenders.treasury.gov.za> <<https://etenders.treasury.gov.za/>> /  
[www.sassa.gov.za](http://www.sassa.gov.za) <<http://www.sassa.gov.za/>>

**Physical Address:**

Where bids should be delivered:

**Physical Address:**  
SASSA Gauteng Regional Office, 28 Harrison Street 11<sup>th</sup> floor, Johannesburg, 2000

**Briefing Session:**

A none compulsory briefing session will be held Virtually (MS Teams) on Friday, 2 December 2022 at 10:00am with potential service providers. For easy of access kindly contact Ms Y Sithole at the following E-mail address: [YvonneS@sassa.gov.za](mailto:YvonneS@sassa.gov.za).

**Special Conditions:**  
None



[ *paying the right social grant, to the right person,  
at the right time and place. NJALO!* ]

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SASSA: 61-22-HCM-GP	CLOSING DATE:	14 December 2022	CLOSING TIME:	11:00 am
DESCRIPTION	APPOINTMENT OF ACCREDITED SERVICE PROVIDER(S) FOR PROVISION OF TRAINING AND DEVELOPMENT SERVICES WITHIN SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) GAUTENG REGION FOR THE PERIOD OF THREE (3) YEARS (36 MONTHS).				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SASSA Gauteng Regional Office: 28 Harrison Street, 11<sup>th</sup> Floor, Johannesburg, 2000</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mmathume Nkadameng		CONTACT PERSON	Mr Michel Nevhari	
TELEPHONE NUMBER	011 241 8474		TELEPHONE NUMBER	011 241 8392	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Mmathumen@sassa.gov.za		E-MAIL ADDRESS	Michaelne@sassa.gov.za	
<b>SUPPLIER INFORMATION</b>					
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**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 – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number. **SASSA: 61-22-HCM-GP**

Closing Time 11:00

Closing date 14 December 2022

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

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

- At: .....  
.....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....  
\*Delivery: Firm/not firm

- Delivery basis .....

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

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

\*Delete if not applicable



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SBD4

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

**2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

**2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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



**SBD4**

**sassa**

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids 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.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**SBD4**

**sassa**

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 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**

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
(name)..... 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 I understand the contents of this disclosure.

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



**SBD4**

**sassa**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**





SASSA

SBD 6.1

## PREFERENCE POINTS CLAIM FORM

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 ACT.**

### 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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 / OR 90/10... preference point system shall be applicable; or
- b) 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	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
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) **"price"** 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

### 3.2 DISPOSAL OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

### 3.3 POINTS AWARDED FOR PRICE

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

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

Where

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

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

- 4.1 In terms of paragraphs 5.2 and 6.2 of the Addendum to the SASSA Supply Chain Management Policy, 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 3.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 6.1 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"/>
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7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- v) Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of the SASSA's Terms of Reference ( TOR) or Specification:

Designated Group: An EME or QSE which is at last 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		
<b>OR</b>		
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 .....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**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.

## **TABLE OF CLAUSES**

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 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 markets 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, guarding, 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](http://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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation 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	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Ja General Conditions of Contract (revised July 2010)



# sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

## **TERMS OF REFERENCE**

**Appointment of accredited service providers for provision of training and development services within South African Social Security Agency (SASSA) Gauteng Region for the period of three (3) years (36 months)**

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## 1. ABBREVIATIONS

<b>ATR</b>	<b>Annual Training Report</b>
<b>B-BBEE</b>	<b>Broad Based Black Economic Empowerment Act, Act no 53 of 2003 as amended</b>
<b>CPI</b>	<b>Consumer Price Index</b>
<b>CSD</b>	<b>Central Supplier Database</b>
<b>CV</b>	<b>Curriculum Vitae</b>
<b>DHET</b>	<b>Department of Higher Education and Training</b>
<b>EME</b>	<b>Exempted Micro Enterprises</b>
<b>ETDSETA</b>	<b>Education Training and Development SETA</b>
<b>HRDSSA</b>	<b>Human Resource Development Strategy of South Africa</b>
<b>HCD&amp;T</b>	<b>Human Capital Development and Transformation</b>
<b>PDPs</b>	<b>Personal Development Plans</b>
<b>NQF</b>	<b>National Qualification Framework</b>
<b>QCTO</b>	<b>Quality Council for Trades &amp; Occupation</b>
<b>IRBA</b>	<b>Independent Regulatory Board of Auditors</b>
<b>JV</b>	<b>Joint Venture</b>
<b>NESPF</b>	<b>National Environmental Skills Planning Forum</b>
<b>PFMA</b>	<b>Public Finance Management Act, Act No1 of 1999 (as amended by Act 29 of 1999)</b>
<b>PPPFA</b>	<b>Preferential Procurement Policy Framework Act , No5 of 2000</b>
<b>PPR</b>	<b>Preferential Procurement Regulations, 2017</b>
<b>QSE</b>	<b>Qualifying Small Enterprises</b>
<b>SANAS</b>	<b>South African National Accreditation System</b>
<b>SASSA</b>	<b>South African Social Security Agency</b>
<b>SSA</b>	<b>State Security Agency</b>
<b>SBD</b>	<b>Standard Bidding Documents</b>
<b>SCM</b>	<b>Supply Chain Management</b>
<b>SLA</b>	<b>Service Level Agreement</b>
<b>TOR</b>	<b>Terms of Reference</b>
<b>VAT</b>	<b>Value Added Tax</b>

## 1.2. Definition of other concepts:

1.2.1. Outcome based training interventions – referrers to non NQF aligned interventions therefore a certificate of attendance must be issued.

1.2.2. NQF aligned interventions – a certificate of achievement which is aligned to the requirements of SAQA.

## 2. INTRODUCTION AND BACKGROUND

2.1 The South African Social Security Agency (SASSA) is a public entity established by the South African Social Security Agency Act, 2004 (Act No.9 of 2004) and is classified as Schedule 3A in terms of the Public Finance Management Act 1999 (Act No. 1 of 1999 as amended). The act is responsible for the management, administration and payment of social assistance to all beneficiaries.

2.2 SASSA's vision is to become: A leader in the delivery of social security services. Thus its mission is to administer social security services to eligible children, older persons and people with disabilities.

2.3 Through the unit of Human Capital Development and Transformation (HCD&T), SASSA has a mandate to equip all its employees through the provision of quality education and training with values, knowledge and skills that will enable them to contribute more effectively and efficiently within the Agency.

2.4 These terms of reference (TOR) were introduced to assist in identifying credible and accredited service providers with extensive experience and necessary resources to train SASSA employees through the identified training interventions.

2.5 SASSA Gauteng Region is currently structured as follows:

2.5.1 Regional Office

2.5.2 District Offices

2.5.3 Local Offices

2.5.4 Service Points

2.5.5 Record Management Centre

## 3. PURPOSE

3.1 To support the unit of Human Capital Development in order to fulfill the Agency's goal of building capacity in a strategic manner through integration and coordination of **education and training initiatives**. This can be done through identifying suitable Bidder/s accredited to provide training and development services through implementing the identified skills

development interventions aimed to enhance the knowledge and skills of SASSA officials in Gauteng Region for a period of 36 months.

#### **4. OBJECTIVE**

4.1 To ensure that all employees identified to undergo particular skills development interventions; whether generic trainings or Personal Development Plans (PDPs), are trained by accredited facilitators and training institutions who meet all the necessary requirements as per specification designed by the unit of Human Capital Management: Development and Transformation.

#### **5. SCOPE OF THE WORK**

5.1 The scope of work for the Bidder/swill be limited to the Gauteng region.

5.2 The accreditation project scope would include amongst others, the following programmes:

5.2.1 PFMA/Supply Chain Management Bid Committees' course (NQF5 aligned).

5.2.2 Employment Equity Consultative Committee (NQF4 aligned).

5.2.3 Recruitment and selection (NQF 5 aligned).

5.2.4 Coaching and Mentoring (NQF5 aligned).

5.2.5 Monitoring and Evaluation (NQF5 aligned).

5.2.6 Microsoft Office package (NQF5 aligned).

5.2.7 Public Service disciplinary code and procedures (outcome based).

5.2.8 Business Writing Skills (outcome based).

5.2.9 Change management intervention (outcome based).

5.2.10 Emotional intelligence (outcome based).

5.2.11 Corporate Governance (outcome based).

5.2.12 Customer Care training (outcome based).

5.2.13 Crucial conversations (outcome based).

5.2.14 Occupational Health and Safety Committee (outcome based).

5.2.15 Microsoft Office package (outcome based).

- 5.3 The unit standard number and the NQF level for each programme provided must be indicated as per the requirement. (Kindly refer to the attached **ANNEXURE A** as an example)

## **6. BID CONDITIONS**

- 6.1 The following conditions apply to the accreditation, and if any of the conditions are not met the accreditation will not be considered:-
- 6.2 SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder(s). In such an event, the bidder(s) shall, when called to do so, hand over to SASSA all documents which are related to the contract.
- 6.3 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- 6.4 The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.
- 6.5 The bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- 6.6 The bidder(s) shall be responsible for all logistical arrangements including but not limited to training manuals and venue/s or training platform.
- 6.7 The bidder(s) should cater for the different needs of employees with disabilities (deaf, blind and other disabilities)
- 6.8 SASSA reserves the right to request quotations from the accredited service providers beyond their scope of accreditation thus including of Personal Development Plan (PDPs) and other critical operational training interventions.
- 6.9 SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 6.10 The norms and quality of the services rendered must be in accordance with the acceptable standards of Training.
- 6.11 The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.

- 6.12 Bidders must also outline the activities that will be undertaken in order to implement and manage the relevant Occupational Health and Safety (OHS) protocols as well as risks associated herewith.
- 6.13 SASSA reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as registered security officers by the State Security Agency (SSA).
- 6.14 The successful bidder(s) will enter into a Service level Agreement (SLA) with SASSA.
- 6.15 SASSA reserves the right to negotiate price(s) with the successful bidder(s).

## **7. PUBLIC LIABILITY**

- 7.1 The bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the bidder or any other person that may result from or be related to the execution of this contract.
- 7.2 The bidder(s) will be held responsible for any damage or theft by their employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the bidder. SASSA reserves the right to claim for damages against the bidder arising out of negligence and/or poor performance by the bidder or its employees.
- 7.3 In the case of the loss or damage to property resulting from providing service, the bidder(s) undertakes to repair/rectify the damage immediately after the notification by Security Management in the Agency. If the bidder(s) fails to act after such notification, SASSA will rectify the damages and the costs will be recovered from the bidder(s).

## **8. BIDDER/SRESPONSIBILITIES**

- 8.1 The Bidder/s will be expected to perform in accordance with the standards set out by the South African Social Security Agency.
- 8.2 The Bidder/s will be expected to provide training and development services according to the agreed specifications designed by SASSA.
- 8.3 Upon completion of the programmes/ interventions the Bidder/s must issue relevant certificates to employees.
- 8.4 Deliver against the Purchase Order.
- 8.5 Ensure that the attendance register is signed by each learner on a daily basis for the duration of the training.

- 8.6 The service provider will responsible for transport costs of facilitators.
- 8.7 Learner enrolment forms must be completed and copies provided to SASSA.
- 8.8 Ensure that the Portfolio of Evidence is submitted on a specified date.
- 8.9 Ensure that all learners sign the Portfolio of Evidence submission register.
- 8.10 The bidder(s) shall conduct in courteous and professional manner.
- 8.11 Learning Programme is facilitated, assessed, moderated and verified.
- 8.12 Training(s) programmes rendered must meet the accreditation and be NQF aligned (depending on the training required)

## **9. SASSA RESPONSIBILITIES**

- 9.1 SASSA will request quotations from the list of the selected accredited service providers.
- 9.2 SASSA will be expected to provide the selected accredited service providers with a signed specifications when requesting for quotations.
- 9.3 SASSA to arrange the necessary logistics to ensure attendance including but not limited to issuing of invites, nomination forms.
- 9.4 SASSA to pay the Bidder/s within 30 working days upon receipt of the invoice.

## **10. CONFIDENTIALITY**

- 10.1 The bidder(s) should ensure that SASSA's interests are served at all times during the contract period. Any information gained by the bidder(s) during the course of the contract must be kept in strict confidence and may not be used without the written permission of SASSA.

## **11. CONTRACT PERIOD**

- 11.1 The South African Social Security Agency will sign a 36 month contract with the service provider/s.

## **12. BID REQUIREMENTS**

- 12.1 The Bidder/s will be expected to provide a company profile that entail the followings as attachments :
  - 12.1.1 Past and current experience in providing skills development services through training employees on skills programmes/interventions.
  - 12.1.2 The ability to provide and facilitate training in the listed programs.
  - 12.1.3 Total learners enrolled in each given year, to date.

12.1.4 Total learners declared competent per year (sample to be provided as portfolios of evidence)

12.1.5 List of contactable references for similar services where training services were or are currently rendered.

12.1.6 Proof of Registration on the central supplier database (CSD)

12.1.7 Tax Clearance printed pin certificate.

12.2 Registration with the relevant SETA.

12.3 Completed and signed Standard Bidding Document (SBD) forms

12.4 Bidder(s) must submit a BBBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS), or sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths, together with the bid.

### 13. EVALUATION CRITERIA

The proposals shall be evaluated in terms of the below-mentioned criteria.

#### 13.1 STAGE ONE- Phase One: Pre-Qualification

13.1.1 the Bidder/s must be on level 2 or higher on the BBBEE status.

13.1.2 the Bidder/s must be on the EMEs or QSEs that are 51% owned by the following enterprises:

- (i) Black people;
- (ii) Black people who are youth;
- (iii) Black people who are women;
- (iv) Black people with disabilities;
- (v) Black people living in rural or underdeveloped areas or townships;
- (vi) Cooperatives which are 51% owned by Black people; and
- (vii) Black people who are military veterans.

#### 13.2 STAGE ONE- Phase Two: Administrative Compliance

Potential service providers (s) must submit the documents listed in Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase potential service provider(s)' responses will be evaluated based on compliance with the listed administration compliance.

<b>Accreditation</b>	Proof of certified copy of accreditation certificate by relevant SETAs and listed SAQA of the training provider, and the certificate must be current and valid. (certified copy must not be older than six (6) months)
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**Bidders are required to submitted the following documents:**

<b>Invitation to Bid – SBD 1, SBD 4</b>	YES	Fully completed and signed SBD's
<b>Tax Status Pin and BBBEE</b>	YES	Proof of Valid Tax Pin status from SARS and Copy of BBBEE certificate
<b>Identity Documents</b>	YES	Certified copies of the identity documents of all the Directors / members (certified copies must not be older than six <b>(6)</b> months
<b>Proof of Registration on Central Supplier Database (CSD</b>	YES	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD).

**NB Failure to submit any of the above after having been given an opportunity to do so will lead to disqualification of the Bid.**

**13.3 Stage One – Phase Three – Mandatory Requirements**

<b>Proof of training registration</b>	Certified proof of registration with a Sector Education and Training Authority (SETA) and/ Quality Council for Trades and Occupation (QCTO) which reflect the courses for which they are accredited to provide, in line with SAQA requirement.
<b>Company profile</b>	Detailed Company profile (Vision, Mission, Organogram, registered facilitators, assessors, total learners enrolled and moderators linked to the organization)

**N.B Failure to submit any of the above will lead to disqualification of the Bid.**



### 13.4 STAGE ONE – Phase Four: Functionality

Below are applicable values that will be utilized when scoring each criteria:

**1 = poor, 2 = average, 3 = good, 4 = very good and 5 = excellent.**

Criteria	Guidelines for criteria application	Weight
<b>1.Capacity to deliver</b>	<p>Demonstrate the ability to provide and facilitate funding and training in the listed programmes by submitting the following:</p> <p>Total learners enrolled per annum per approved unit standards (appointment letter with number of learners trained = 20</p> <ol style="list-style-type: none"> <li>1. 50- 100 learners =1 points</li> <li>2. 101- 200 learners = 2 points</li> <li>3. 201-300 learners = 3 points</li> <li>4. 301-400 learners = 4 points</li> <li>5. 401 and more learners = 5 points</li> </ol> <p>Total learners declared competent per unit standard per annum.(Database of competent learners) =20</p> <ol style="list-style-type: none"> <li>1. 50- 100 learners =1 points</li> <li>2. 101- 200 learners = 2 points</li> <li>3. 201-300 learners = 3 points</li> <li>4. 301-400 learners= 4 points</li> <li>5. 401 and more learners =5 points</li> </ol>	<b>40</b>
<b>2. Proven experience of training rendered : relevant to the training scope on the attached annexure A ( Refer to 5.3 as mentioned above)</b>	<p>The service provider should provide reference letter(s) on the letterhead of the serviced client and should reflect at least name of the client, full description of the service rendered, contact person and contact details. The letters must be signed by the authorized person Experience (15 points)</p> <ol style="list-style-type: none"> <li>1. 1- 2 years = 1 points</li> </ol>	<b>30</b>

Criteria	Guidelines for criteria application	Weight
<p>Reference letters from public and related institutions as evidence of related services previously conducted, purchase orders or award letters not older than 10 years.</p> <p><b>NB: The reference letter(s) must reflect at least name of the client, title of the related work conducted, and year conducted, contactable reference name and contact details and signed by the appropriate delegate. The reference letter must indicate the quality of the service rendered.</b></p>	<ol style="list-style-type: none"> <li><b>2.</b> 3-4 years = 2 points</li> <li><b>3.</b> 5-6 years- 3 points</li> <li><b>4.</b> 7-8 years- 4 points</li> <li><b>5.</b> 9-10 years – 5 points</li> </ol> <p><b>Number of training interventions (15 points)</b></p> <ol style="list-style-type: none"> <li><b>1.</b> 1- 2 trainings = <b>1 points</b></li> <li><b>2.</b> 3-4 trainings = <b>2 points</b></li> <li><b>3.</b> 5-6 trainings = <b>3 points</b></li> <li><b>4.</b> 7-8 trainings = <b>4 points</b></li> <li><b>5.</b> 9 and more trainings = 5 points</li> </ol>	
<b>4. Methodology</b>	<p>Provide a detailed methodology to cover the proposed scope of work including how such work will be performed. ( Must cover the following: Training plan Pre implementation plan, Implementation strategy, Contingency plan, Post training evaluation but not limited to)</p> <p>1.1 Training plan = <b>1 point</b></p> <p>1.2 Training and Pre implementation plan= <b>2 points</b></p>	<b>30</b>

Criteria	Guidelines for criteria application	Weight
	1.3 Training, Pre implementation plan and Implementation strategy= <b>3 points</b> 1.4 Training, Pre implementation plan Implementation strategy and Contingency plan = <b>4 points</b> 1.5 Training, Pre implementation plan Implementation strategy, Contingency plan and post training evaluation = <b>5 points</b>	
	<b>Total</b>	<b>100</b>

**Bidders who fail to score a minimum of 70 out of 100 points for functionality will be disqualified.**

#### **14. MONITORING AND EVALUATION**

- 14.1 The Bidder/swill be expected to enter into a service level agreement (SLA) with South African Social Security Agency. This SLA will form the basis for compliance monitoring.
- 14.2 There will be proper compliance with delivery timelines.
- 14.3 There will be provision for quality service and compliance to standards.
- 14.4 The performance of the Bidder/swill be assessed regularly, and should the required standards not be met, the contract may be terminated.

#### **15. JOINT VENTURE AND CONSORTIUM**

- 15.1 Where a joint venture or consortium are formed, a copy of the joint venture or consortium agreement must be attached with the bid.
- 15.2 Companies will be individually required to comply with administrative compliance requirements.

#### **16. KEY ASPECTS OF THE BID PROPOSAL**

- 16.1 SASSA Gauteng Region reserves the right to contact the references as provided by bidders.
- 16.2 Bidders must fully complete the Standard Bidding Documents

- 16.3 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 16.4 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 16.5 SASSA is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation to this bid. SASSA reserves the right to appoint a bidder whose bid most successfully conforms to the criteria and the requirements set out in the terms and conditions described in the TOR.
- 16.6 SASSA reserves the right to accredit one or more service providers; in whole or partially or not to accredit any service provider at all.
- 16.7 SASSA may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.
- 16.8 The appointment of the successful bidder is subject to a conclusion of a Service Level Agreement (SLA) between SASSA and the successful bidder governing all rights and obligations related to the required services.
- 16.9 The SLA shall be prepared by SASSA to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SASSA (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 16.10 Bidders which have not been selected shall be informed accordingly through publication of the successful bidder/s in the same media that was used to advertise the bid.

## **17. COMPULSORY BRIEFING SESSION**

- 17.1 A none compulsory briefing session will be held Virtually (MS Teams) on Friday, 2 December 2022 at 10:00am with potential service providers. For easy of access kindly contact Ms Y Sithole at the following E-mail address:- [YvonneS@sassa.gov.za](mailto:YvonneS@sassa.gov.za).

## 18. SECURITY AND CONFIDENTIALITY OF INFORMATION

18.1 The successful bidder must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, during the contract period and beyond. Information may only be disclosed to outside parties with prior, written approval from the Agency.

## 19. SUBMISSION OF BIDS

19.1 Address of the Region where bids should be submitted:

**Gauteng**

28 Harrison Street 11<sup>th</sup> floor from 08:00 to 17:00

Johannesburg,

2000

19.2 The following contact details in respect of enquiries will apply:

Technical Enquiries	Bid Enquiries:
Mr. M.C Nevhari	Mr. M.N Nkadimeng
(011) 241 8392	(011) 241 8474
<a href="mailto:Michaelne@sassa.gov.za">Michaelne@sassa.gov.za</a>	<a href="mailto:MmathumeN@sassa.gov.za">MmathumeN@sassa.gov.za</a>

# **ANNEXURE A**

## **NQF LEVEL**



*All qualifications and part qualifications registered on the National Qualifications Framework are public property. Thus the only payment that can be made for them is for service and reproduction. It is illegal to sell this material for profit. If the material is reproduced or quoted, the South African Qualifications Authority (SAQA) should be acknowledged as the source.*

## SOUTH AFRICAN QUALIFICATIONS AUTHORITY

### REGISTERED UNIT STANDARD:

#### Recruit and select candidates to fill defined positions

SAQA US ID	UNIT STANDARD TITLE			
12140	Recruit and select candidates to fill defined positions			
ORIGINATOR				
SGB Human Resource Management and Practices				
PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY				
-				
FIELD			SUBFIELD	
Field 03 - Business, Commerce and Management Studies			Human Resources	
ABET BAND	UNIT STANDARD TYPE	PRE-2009 NQF LEVEL	NQF LEVEL	CREDITS
Undefined	Regular	Level 5	Level TBA: Pre-2009 was L5	9
REGISTRATION STATUS		REGISTRATION START DATE	REGISTRATION END DATE	SAQA DECISION NUMBER
Reregistered		2018-07-01	2023-06-30	SAQA 06120/18
LAST DATE FOR ENROLMENT		LAST DATE FOR ACHIEVEMENT		
2024-06-30		2027-06-30		

In all of the tables in this document, both the pre-2009 NQF Level and the NQF Level is shown. In the text (purpose statements, qualification rules, etc), any references to NQF Levels are to the pre-2009 levels unless specifically stated otherwise.

This unit standard does not replace any other unit standard and is not replaced by any other unit standard.

### PURPOSE OF THE UNIT STANDARD

This unit standard is intended for people who recruit and select people for defined positions within an organisation or the personnel recruitment industry. Persons credited with this unit standard are able to prepare, recruit and select suitable candidates according to ability and potential within an organisation and through the personnel recruitment industry.

### LEARNING ASSUMED TO BE IN PLACE AND RECOGNITION OF PRIOR

## **LEARNING**

It is assumed that people starting to learn towards this standard are able to:

- gather, organise, record and manage information.
- engage in active communication techniques.
- apply organisational policies and practices.

## **Specific Outcomes and Assessment Criteria:**

### **SPECIFIC OUTCOME 1**

Plan and prepare for recruitment and selection.

### **ASSESSMENT CRITERIA**

#### **ASSESSMENT CRITERION 1**

1. Information is obtained on the position that is relevant and complete.

#### **ASSESSMENT CRITERION RANGE**

The information can include, but is not limited to, job description, job specification, job profile or job order.

#### **ASSESSMENT CRITERION 2**

2. A selection procedure is selected or designed and is ensured to be appropriate for the specific position and in line with organisational and legal requirements.

#### **ASSESSMENT CRITERION RANGE**

Organisational requirements could include policies regarding internal and external applicants.

#### **ASSESSMENT CRITERION 3**

3. The selection procedure is confirmed to be a validated procedure.

#### **ASSESSMENT CRITERION 4**

4. Resources and methods needed for recruitment and selection are identified and budgets prepared and managed. The resources are available, within budget and fit for purpose.

#### **ASSESSMENT CRITERION RANGE**

Recruitment methods can include the printed or electronic media, networking or executive search.

#### **ASSESSMENT CRITERION 5**

5. Selection criteria and control procedures are developed in line with organisational and legal requirements, and avoid partiality or bias.

#### **ASSESSMENT CRITERION 6**

6. A plan is developed that ensures effective and efficient recruitment and selection.

#### **ASSESSMENT CRITERION RANGE**

The plan covers timing; resource allocation; contingencies; methods for recruitment, verification of information, selection, and nature and medium of communication and feedback.



**SPECIFIC OUTCOME 2**

Recruit applicants.

**ASSESSMENT CRITERIA****ASSESSMENT CRITERION 1**

1. Recruitment is conducted in accordance with the plan and in such a way as to have the potential to elicit the desired response from the target market.

**ASSESSMENT CRITERION 2**

2. Responses are dealt with in accordance to planned control procedures.

**ASSESSMENT CRITERION 3**

3. The initial screening determines if applicants meet the critical job specifications and requirements to expedite the departure of unsuitable applicants.

**ASSESSMENT CRITERION 4**

4. Implementation of corrective action following the evaluation of the initial recruitment plan, if the initial screening does not elicit desired responses.

**ASSESSMENT CRITERION 5**

5. A list of potential candidates is prepared to facilitate selection.

**ASSESSMENT CRITERION 6**

6. An applicant database is managed in accordance with legislation and organisational requirements.

**ASSESSMENT CRITERION 7**

7. Unplanned events are dealt with in accordance with the circumstances and contingency plans are initiated.

**SPECIFIC OUTCOME 3**

Select staff.

**ASSESSMENT CRITERIA****ASSESSMENT CRITERION 1**

1. Backgrounds and qualifications are validated using appropriate verification methods according to the plan.

**ASSESSMENT CRITERION 2**

2. Candidates are assessed against the requirements of the defined position.

**ASSESSMENT CRITERION RANGE**

Assessment is based on evidence gained from any of three of: applications, curriculum vitae, references, previous performance, test results, assessment interview schedules, portfolios of evidence, recognition of prior learning and current competencies.

**ASSESSMENT CRITERION 3**

3. Candidates are interviewed using best practice techniques appropriate to the defined position.

#### **ASSESSMENT CRITERION 4**

4. A shortlist is drawn up to reflect the results of the assessment of candidates. The shortlist can be justified in terms of the match between candidate profile and job requirements.

#### **ASSESSMENT CRITERION 5**

5. Selections are made in accordance with planned strategy and can be justified in terms of best match between candidate profile and job and organisation requirements and meeting legislative requirements.

#### **ASSESSMENT CRITERION 6**

6. Feedback is relevant to the enquiry and the job requirements, and is given to both successful and unsuccessful candidates tactfully according to the planned time framework and legal requirements.

#### **ASSESSMENT CRITERION 7**

7. Records are documented to facilitate further processing and reflect agreements reached and successful candidate details accurately. Records are authorised and forwarded to designated personnel.

#### **ASSESSMENT CRITERION 8**

8. Unplanned events are dealt with in accordance with the circumstances, and contingency plans are initiated.

### **UNIT STANDARD ACCREDITATION AND MODERATION OPTIONS**

1. Anyone assessing a learner against this unit standard must be registered as an assessor with the relevant ETQA.
2. Any institution offering learning that will enable achievement of this unit standard or will assess this unit standard must be accredited as a provider with the relevant ETQA.
3. Moderation of assessment will be overseen by the relevant ETQA according to the moderation guidelines in the relevant qualification and the agreed ETQA procedures.
4. Therefore, anyone wishing to be assessed against this unit standard may apply to be assessed by any assessment agency, assessor or provider institution that is accredited by the relevant ETQA.

### **UNIT STANDARD ESSENTIAL EMBEDDED KNOWLEDGE**

Knowledge considered to be critical evidence of competence is included in the assessment criteria explicitly, or can be inferred by performance. This includes

- knowledge on relevant legislation
- knowledge relevant to the position and industry sector.

### **Critical Cross-field Outcomes (CCFO):**

#### **UNIT STANDARD CCFO IDENTIFYING**

1. Identify and solve problems by using critical and creative thinking by, e.g.,
  - dealing with unplanned events according to assessment criterion

**UNIT STANDARD CCFO WORKING**

Work effectively with others by e.g.,

- recruiting candidates.

**UNIT STANDARD CCFO ORGANISING**

Organise and manage oneself and one's activities by, e.g.

- planning recruitment and selection.

**UNIT STANDARD CCFO COLLECTING**

Collect, analyse, organise and critically evaluate information by, e.g.,

- preparing for recruitment and selection according to the assessment criteria of specific outcome 1.

**REREGISTRATION HISTORY**

As per the SAQA Board decision/s at that time, this unit standard was Reregistered in 2012; 2015.

**UNIT STANDARD NOTES**

The SGB: Human Resources Management and Practices has grouped unit standards into four role clusters in its document "A Framework for Qualifications for Professionals and Practitioners in People Management Processes". This unit standard falls into the following cluster: PEOPLE ACQUISITION, UTILISATION RETENTION AND DEVELOPMENT

**QUALIFICATIONS UTILISING THIS UNIT STANDARD:**

	ID	QUALIFICATION TITLE	PRE-2009 NQF LEVEL	NQF LEVEL	STATUS	END DATE	PRIMARY OR DELEGATED QA FUNCTIONARY
Core	<u>49710</u>	National Diploma: Development Practice	Level 5	NQF Level 05	Reregistered	2023-06-30	ETDP SETA
Core	<u>61592</u>	National Diploma: Human Resources Management and Practices	Level 5	NQF Level 05	Reregistered	2023-06-30	As per Learning Programmes recorded against this Qual
Elective	<u>50332</u>	Further Education and Training Certificate: Occupationally-Directed Education Training and Development Practices	Level 4	NQF Level 04	Reregistered	2023-06-30	ETDP SETA
Elective	<u>57611</u>	National Certificate: 2D Animation	Level 5	Level TBA: Pre-2009 was L5	Reregistered	2023-06-30	MICTS
Elective	<u>59201</u>	National Certificate: Generic Management	Level 5	Level TBA: Pre-	Reregistered	2023-06-30	As per Learning Programmes

				2009 was L5			recorded against this Qual
Elective	<u>61349</u>	National Certificate: Heritage Resource Management	Level 5	Level TBA: Pre- 2009 was L5	Reregistered	2023- 06-30	CATHSSETA
Elective	<u>61594</u>	National Certificate: Management	Level 5	Level TBA: Pre- 2009 was L5	Passed the End Date - Status was "Reregistered"	2009- 05-02	As per Learning Programmes recorded against this Qual
Elective	<u>59258</u>	National Certificate: Polygraphy	Level 5	Level TBA: Pre- 2009 was L5	Reregistered	2023- 06-30	SAS SETA
Elective	<u>50060</u>	National Certificate: Public Administration	Level 5	Level TBA: Pre- 2009 was L5	Reregistered	2023- 06-30	PSETA
Elective	<u>57427</u>	National Certificate: Youth Development	Level 5	Level TBA: Pre- 2009 was L5	Reregistered	2023- 06-30	ETDP SETA
Elective	<u>50333</u>	National Diploma: Occupationally Directed Education, Training and Development Practices	Level 5	NQF Level 05	Reregistered	2023- 06-30	ETDP SETA
Elective	<u>67229</u>	National Diploma: Payroll Administration Services	Level 5	NQF Level 05	Reregistered	2023- 06-30	SERVICES
Elective	<u>58309</u>	National Diploma: Project Management	Level 5	NQF Level 05	Reregistered	2023- 06-30	SERVICES
Elective	<u>50330</u>	Bachelor: Occupationally Directed Education Training and Development Practices	Level 6	NQF Level 07	Reregistered	2023- 06-30	As per Learning Programmes recorded against this Qual
Elective	<u>80066</u>	National Certificate: Strategic Road Traffic Operations	Level 6	NQF Level 06	Reregistered	2023- 06-30	SAS SETA
Elective	<u>21847</u>	National Diploma: Manufacturing Management: Food and Beverage	Level 6	NQF Level 06	Reregistered	2023- 06-30	FOODBEV
Elective	<u>49317</u>	National Certificate:	Level 7	Level	Reregistered	2023-	MICTS

		Scriptwriting		N/A: Pre- 2009 was L7		06-30	
Elective	<u>49062</u>	National Diploma: Interpreting	Level 7	Level N/A: Pre- 2009 was L7	Passed the End Date - Status was "Reregistered"	2018- 12-31	CHE
Elective	<u>48801</u>	National Diploma: Specialised Translation	Level 7	Level N/A: Pre- 2009 was L7	Passed the End Date - Status was "Reregistered"	2018- 12-31	CHE

### PROVIDERS CURRENTLY ACCREDITED TO OFFER THIS UNIT STANDARD:

This information shows the current accreditations (i.e. those not past their accreditation end dates), and is the most complete record available to SAQA as of today. Some Primary or Delegated Quality Assurance Functionaries have a lag in their recording systems for provider accreditation, in turn leading to a lag in notifying SAQA of all the providers that they have accredited to offer qualifications and unit standards, as well as any extensions to accreditation end dates. The relevant Primary or Delegated Quality Assurance Functionary should be notified if a record appears to be missing from here.

1. A5 Competence Evolution
2. Abantu Sikhona Trading and Projects (Pvt) Ltd
3. ABVAHO PHANDA GROUP PTY LTD
4. Academics Dynamics (Pty) Ltd
5. Academy Business School
6. Academy for Professional Enhancement in Education
7. Academy of York Pty Ltd
8. ACCEPTABLE SOLUTIONS CC
9. ADAMOPIX PTY LTD
10. Advanced Assessments and Training
11. AEI Skills Pty Ltd
12. Afri Training Institute
13. AFRICA COMPETENCY DEVELOPMENT (PTY) LTD
14. AFRICAN ETD ACADEMY
15. African Global Skills Academy
16. AIYANA HAIR AND BEAUTY
17. Aldabri 106 Institute for Quality (Pty) Ltd
18. ALFC PTY LTD
19. ALIC GLOBAL PROJECT TRADE
20. All Risk Management
21. Almenta 240
22. Amalungelo Training Group
23. Amandla Obunye Training Academy Pty Ltd
24. Amaqamu Project Management and Consulting
25. AMATHUBA HUB
26. APHELELE AMAGEZA
27. Art Versatile

28. Artem Training Pty Ltd
29. ARTISANS SKILLS DEVELOPMENT AGENCIES )
30. ASSESSMENT COLLEGE OF SOUTH AFRICA PTY LTD
31. Aubrey Nyiko Business Enterprise cc
32. Audit Campus
33. AUXESIS CONSULTING
34. Ayoba Training Institute (Pty)Ltd
35. AZFEMA CONSULTING AND SKILLS DEVELOPMENT CENTRE
36. AZISA GLOBAL PTY LTD
37. BAHF HOLDINGS
38. Bapela Global Concept
39. BDCE
40. BEST INFORMATION SOLUTIONS
41. Bidvest Services
42. Bohlali Provider Support
43. BONTLE VBA PROJECTS
44. Bopang Consulting Services (PT
45. BRADLEY INTERNATIONAL TRAINING INSTITUTE
46. Brain eBox
47. Brainworx School of Management
48. Bravo Group Manufacturing
49. BTM CONSULTING AND PROJECTS CO-OPERATIVE LIMITED
50. Bucks Bub Trading 5
51. Buhlebuyeza Investments
52. Business Process Optimisation
53. BUYANDISWA DEVELOPMENT TRAINING CC
54. BW Skills Developers t/a Business World
55. Camblish Training Institute
56. CBM Training
57. CC
58. Cedars Academy for Technical Training
59. Centre for Entrepreneurship Management and Innovation
60. Chartall Business College
61. Chere Consulting
62. Commerce Edge South Africa
63. Connect The Dots
64. Connect to Grow
65. CORE TRAINING INTERNATIONAL
66. CREATIVE ARTS COLLEGE
67. CSG Skills Institute
68. CUMLAUDE INSTITUTE
69. Dabulamanzi & Njabulo Ndaba Consulting cc
70. DaySeven Training
71. DC Dynamic College of Commerce
72. DEAL TRAINING CONSULTANTS
73. DEGO CONSULTANTS
74. Dibanisa Learning
75. DISTINCT ACCOUNTANCY ACADEMY PTY LTD
76. Divine Inspiration Trading 704 PTY Ltd

77. doro-ella
78. DR CL SMITH FOUNDATION
79. Drake Personnel SA
80. Dyna Training
81. Ebn-Tec
82. EDUCATED RISK INVESTMENTS 138
83. EDUNETWORKS CONSULTING
84. Edutel Services
85. EDUTEL SKILLS DEVELOPMENT PTY LTD
86. EDZANI COMMUNITY DEVELOPMENT AND CONSULTANCY
87. Elada Institute
88. Emergence Learning Academy (Pty) Ltd
89. English Business Skills Training
90. Enjo Consultants
91. Enjo Consultants (Pty) Ltd
92. Ernst & Young Inc
93. Essential Skills Development
94. EXECUPRIME BUSINESS COLLEGE
95. Experiential Technologies
96. FACHS Business Consulting & Tr
97. Future Discovery Training Academy CC
98. Future Performance Training
99. FUZE GROUP HOLDING CORPORATION
100. GATYANA TRAINING ACADEMY
101. GCINA HUMAN POTENTIAL PTY LTD
102. Genesis Investment Advisors
103. GEORGE URQUHART ENTERPRISES CC
104. Gold Class Group
105. GOLDBERG DE VILLIERS EN MYBURGH
106. Greenchild Project
107. Haggai Academy of Learning
108. Hebron Chrisitan Institute
109. Horyzon Business Academy
110. HR Consultancy and Learning
111. HR Matters
112. HYBRID DYNAMICS
113. HYDE PARK BUSINESS SCHOOL HPBS
114. i-Fundi
115. IdleAds
116. Igugu Training and Investments
117. Ikhwezi Management and Training Institute
118. IMBOKODO BUSINESS NETWORKS PTY LTD
119. IMITHENTE DEVELOPMENT HOLDINGS PTY LTD
120. Imsimbi Training
121. IMVULA SKILLS DEVELOPMENT ACADEMY
122. INDALO TRADINGS PTY LTD
123. Injabulo Home Grown Learning and Development Solutions
124. Innovative Knowlege Worx Trading And Projects
125. Innovative Shared Services

126. INSTITUTE FOR LEADERSHIP AND RESEARCH
127. Intelligent Africa Marketing & Training
128. Intelligo Solutions
129. International Institute of Business & Management IIBM
130. Isamon Vocational College of Excellence Pty Ltd
131. Izipho Zomphakathi Multiskills
132. Jabukile Consultancy
133. Jackson Leadership & Management Consultants
134. JPM & Associates
135. JVR Academy
136. K & Y Training Solutions
137. Kahani Training and Consulting
138. KC Skills Development
139. KENO CONSULTING
140. KEY WELLNESS GROUP OF COMPANIES PTY LTD
141. Khaas Training Academy
142. Khoali Group of Companies (Pty) Ltd
143. Kingsbury International College (SA)
144. Kitchersaulos Trading and Projects
145. KLM Empowered Human Solutions Specialists
146. KOFTECH INSTITUTE OF TECHNOLOGY
147. KVR Training and Business Solutions
148. KweLanga Training
149. Kwezi Lomso Training and Services
150. Kwindla Institute of Learning and Consulting
151. KZN Business Training Centre
152. Labour Guide cc
153. LABOURNET CENTRAL PTY LTD
154. Lanham-Love Consulting
155. Learnership Support Systems (Pty) Ltd
156. Learning Performance Link
157. Lebzatainment Foundation NPC
158. Leronsa Trading Enterprise
159. LFP Training Consultants
160. LIGHTON SOCIAL CHANGE
161. LIP Holdings
162. LNR Training and Development
163. LSC Staffing Solutions
164. Lulwandle Training Consultants
165. M3i Skills Development
166. Maccauvlei Learning Academy
167. MACCAUVLEI LEARNING ACADEMY (PTY) LTD
168. MADYONZI TRADING AND PROJECTS
169. MAFUMANI TRADING
170. Magos Group
171. Maharishi Invincibility Institute
172. Makaota Training Consultants
173. Makemagic Trading and Projects 777
174. Marematlou Training Institute



175. Matholwane Consuting
176. Matimba Management and Labour cc
177. Mcanyi Group
178. Meals on Wheels Community Services - South Africa
179. Megro Learning Lowveld
180. Meleric Holdings
181. MENTORNET (PTY) LTD
182. Merit Business Institute
183. Metro Minds
184. MGWENA AND ZINJHIVA HOLDINGS
185. Mila Cleaning Services
186. ML Viljoen Consultants
187. MMBG Trading & Consulting
188. MOONRAISES STRATEGIC SOLUTIONS
189. Moripe Business Training and Consultants
190. Mpembe Project Management
191. MPHOLAFUDI HOLDINGS TRADING AS MPHOLAFUDI INSTITUTE
192. MPUMELELO TRAINING
193. MSC Education Holdings Pty Ltd
194. Mudi dynamics
195. Myfamily Projects and Consulting
196. NBnet Consultancy & Projects
197. Ndivuka Skills Development
198. Nela Kahle 80 cc
199. NEMBA CAPITAL CC
200. Neolebongi Trading Enterprise
201. Nerdie-Tech t/a Innovative Ideas Training Academy Satellite
202. NeuroCoach Institute
203. New Beginnings Staffing
204. New Generation Skills
205. NEWBRIDGE INSTITUTE PTY LTD
206. NewSkills Consulting
207. Njonjozela Trading
208. Nkhululeko Project Management and Construction
209. NKOSINGIPHE INKAZIMULO TRADING PROJECTS PTY LTD
210. Northern Cape Rural TVET College
211. Novel Idea Trading 98
212. Novel Idea Training 98
213. NRBC TRAINING AND DEVELOPMENT PTY LTD
214. NTI College
215. OCEAN BASKET FRANCHISE COMPANY PTY LTD
216. OMNI HR CONSULTING PTY LTD
217. Orange Training Academy
218. Organisational Development International
219. Pacinamix
220. PAM INTER GROUP PTY LTD
221. PC Educational Holdings Pty Ltd
222. Peakford Management Consulting
223. Pedant Development Services

224. PEOPLE INSPIRED HR
225. Petra institute of Development (PTY) Ltd
226. Phiwokuhle Projects
227. PINNACLE SKILLS EVOLUTION
228. PIROT SECURITY SERVICES
229. Ponds of Watts
230. Poshido Training
231. Primeserv Corporate Solutions
232. PRIOR LEARNING CENTRE
233. Prodigy Business Services
234. Production Management Institute of Southern Africa
235. PROEXPERT TRAINING
236. Propat
237. Prosam Consulting & Training Group
238. Pusanong Investment Enterprises
239. PurpleGrowth Training & Executive Coaching
240. QPD CONSULTANTS
241. QT Training (Pty) Ltd
242. QUARPHIX (PTY) LTD
243. Reflections Development Institute
244. Regenesys Management (Pty) Ltd
245. Resonance Institute of Learning
246. RHIFUMO LERUO
247. ROBIN T J THOMAS BUSINESS CONSULTANT
248. Rock Lilly Connections
249. Royalty Training Institution
250. SADHANA GOVENDER PROJECT CONSULTANTS
251. Saint Colonel Graduate Institute (PTY) Ltd
252. Sakhisisizwe Projects
253. Sange SA
254. Sanoj Project Solutions
255. Sbongukhanyo
256. Sebenzisanane Human Capital
257. Seed Solutions Academy
258. Sezela Training Academy
259. Shirs Vision Compleadev
260. Signature Support
261. SirSam Consulting
262. Sisekelo Sustainability Institute
263. Siseko Management Institute
264. Siyakha Learning
265. SIYANQOBA SEMINARS
266. Smart HR Solutions
267. Solstice Human Capital
268. Sonani Training and Communications
269. SOUTH AFRICANTOURISM BOARD
270. Southern African Institute of Learning (SAIL)
271. SPS Consulting (Pty) Ltd
272. SSD Consultants

273. SUMMERPRIDE FOODS PTY LTD
274. Super Management (Natal)
275. Susca Watts Academy
276. Tachfin Holdings
277. TANAKA SOFT SOLUTIONS
278. Techtisa (pty) Ltd
279. The Finishing College (Pty) Lt
280. The Fundamentals Training Centre
281. The Graduate Institute of Financial Sciences
282. The Human Resource Practice
283. The Institute of People Development
284. The Skills College for Development and Training
285. THE WATER ACADEMY
286. THINKFREE AFRICA
287. Thinking Mind
288. Thuto Adult Centre
289. Thuto Ya Setshaba Training Services (Pty) Ltd
290. TMG Quality Services
291. TMT Training Institute
292. TPM TRAINING ACADEMY
293. Training Answers
294. Training Business 2 Business
295. Training Consultant and SD College
296. Training for Africa Academy
297. Tri-Anagram
298. Trilennium
299. TRUE REAL ESTATE COLLEGE
300. Truworhs Ltd
301. TSIBA Education
302. Tsingamo Management Consultant and People development (PTY)
303. TURNING ECONOMIC TABLES INVESTMENTS PTY LTD
304. TWASA
305. Ubuhlanti Sances Trading
306. Ucademy
307. Ukwakhile Training
308. UKZN EXTENDED LEARNING
309. Ulwazi Training & Development
310. University of Johannesburg
311. VAITI STAFFING TRAINING SOLUTIONS
312. VEB CELE & Associates (Pty) Ltd
313. VERYCOOLIDEAS
314. VRV SINGH ENTERPRISES LTD
315. Vulindlela Human Performance Technology
316. VUTHLARI MARKETING CONSULTING
317. World Pace Development and Training Institute
318. Yenza Umehluko/Make a Difference
319. YOLANDE TOOHEY CONSULTANTS PTY LTD
320. Zikode Development Trust

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