



traditional affairs
Department:
Traditional Affairs
REPUBLIC OF SOUTH AFRICA

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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
RENDER EMPLOYEE HEALTH AND WELLNESS MANAGEMENT SERVICES AT
THE DEPARTMENT OF TRADITIONAL AFFAIRS (DTA)**

BENEFICIARY	DEPARTMENT OF TRADITIONAL AFFAIRS
CONTACT PERSON	GLADMAN NDLOVU
FORM OF SUBMISSION	Hand delivery
PHYSICAL ADDRESS	3 RD FLOOR PENCARDIA 1 BUILDING (OLD MUTUAL BUILDING) 509 PRETORIUS STREET ARCADIA
CLOSING DATE AND TIME	
REFERENCE NUMBER	DTA/ EAP/02/2023-24

1. INVITATION

- 1.1 The Department of Traditional Affairs (DTA) intends to provide Employee Health and Wellness Management Services for all employees of the Department of Traditional Affairs.

2. CONTRACT PERIOD

- 2.1 The duration of the contract is thirty-six (36) months.

3. BACKGROUND

- 3.1. The Department of Traditional Affairs is in the process of implementing an integrated health and wellness programme in line with the DPSA employee health and wellness strategic framework for the public service to provide an integrated needs driven, participative and holistic approach to employee health and wellness within the DTA.

- 3.2 The Employee Health and Wellness Programme (EHWP) forms an integral part of the department's Human Resource Plan. The benefit associated with having an external service provider will reduce cost related to ill-health; absenteeism; and assist in early detection of psycho-social and health problems. It will provide all employees, including contract employees and their immediate family members with resources to help them address problems which may have a negative impact on their work performance.

4. OBJECTIVES

- 4.1 Currently, the department does not have the capacity to undertake the employee health and wellness, and thus requires the services of a reputable Employee Health and Wellness Service Provider to assist therein.
- 4.2 The successful bidder is expected to make available at least four (4) resources to be accessible to DTA employees virtually and/or face-to-face as and when required for the duration of services. The resources must be registered counsellors and have the skill and capacity to provide the required services.
- 4.3 The integrated wellness programme should address and monitor the following key areas: -

- a) **Prevention of Harm** which requires support employee health and

- psychological wellbeing through the prevention of harm and identification of potential hazards.
- b) **Promotion of Health** to optimize health and psychological wellbeing, by encouraging a culture of wellness, inclusive of mind, body, and spirit.
- c) **Resolution of Occurrences or Harm** to support employee health and psychological wellbeing through the respectful resolution of occurrences or taking corrective action against potential harm.
- d) **Organisational Culture** to promote a work environment of psychological wellbeing by monitoring employee engagement and perception of the workplace.
- e) **Sustainability & Continual Improvement** to assess the work environment on a continual basis to improve employees' psychological wellbeing.

5. SCOPE OF WORK

The successful bidder is expected to provide Employee Health and Wellness programmes aligned to the DPSA Employee Health and Wellness Strategic Framework to alleviate and assist in eliminating workplace and workforce problems by providing supportive, diagnostic, referral, and counselling treatment services to DTA employees extended to immediate family members covering the following areas:

SERVICES	TYPE OF SERVICE
5.1 Professional telephone/online counselling services	A call Centre operating 24/7/365, in 11 languages and provide confidential psychological counselling services throughout South Africa, covering a wide range of psychological, social and wellbeing related issues.
5.2 Short term counselling and referral services	- A personal face-to-face counselling services on catastrophic medical conditions including non-communicable diseases (e.g., AIDS, Cancer, TB), marital or family related issues. Counselling should be short term and

solution focused, to a maximum of eight (8) sessions per person. - Referral for psychological symptoms or mental health disorders (e.g., depression, stress, anxiety, substance abuse) to appropriate resource/ facilities/professionals to be made in case where extensive therapeutic and/or specialized intervention is deemed necessary.		5.3 Critical Incident Stress and Debriefing or Trauma Response services Specialist trauma response service upon request. This should include on-site incident containment, debriefing counselling to assist the affected employee/s to competently manage and recover from the crisis situation.	5.4 Life Management Services - Conduct a financial wellness survey to determine the level of employee indebtedness with recommendations. - Conduct at least eight (8) workshop/ information session on employee wellness per annum for employees	5.5 Pre-retirement planning. Annual pre-retirement planning session for qualifying employees	5.6 Organisational effectiveness and development programmes. Assessments relating to effectiveness and development programmes conducted per employee category	5.7 Training on Emotional Intelligence (EQ) - Conduct a comprehensive Emotional Intelligence workshop/session, to empower employees to develop emotional resilience to deal with conflict.
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- Conduct at least two (2) workshops on EQ per annum		5.8 Safety Health, Environment, Risk and Quality (SHEQ) services Conduct a situational risk analysis on the department's compliance to the Safety, Health, Environment, Risk and Quality (SHERQ) standards in line with the DPSA EHW for the Strategic Framework for the Public Service.	5.9 Communication Promotion/Marketing Services - Provide health and promotions articles on a monthly basis, as per the Health Calendar and as determined by the department's internal EHW. No generic articles required. - Provision of health promotion awareness sessions as identified by the quarterly utilization reports (i.e most presenting problems) and/or as identified by the department. A maximum of eighteen (18) session for the duration of the contract.
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6. PROJECT OUTPUT AND OUTCOMES

6.1 The service provider will be expected to provide the following:

- a) Physical Wellness – promotion of physical activity, good nutrition, healthy sleeping, management of substance abuse and awareness and wellness education
- b) Psycho-social Wellness – stress management, substance abuse management, economic/ financial stress management and counselling services.
- c) Organisational Wellness – management of workplace interpersonal relations and change management.
- d) Work Life Balance – introduction of flexible policies, retirement programme, financial and legal services/ sessions through wellness programme.

- 6.2 The Service Provider should produce detailed monthly reports detailing how each service category has been utilised as per DTA service standards including recommendations on where DTA management needs to intervene.
- 6.3 Keep a record of engagements with DTA staff and stakeholders.
- 6.4 All data, information, reports, and any other documents required by the DTA management relating to services rendered be made available by the Service Provider.
- 6.5 The geographical spread of the service provider should be in all nine (9) provinces.

7. TECHNICAL PROPOSAL

- 7.1 Bidders must be able to provide a detailed project plan and methodology on how will they execute the project with clear timeframes.
- 7.2 At least three client reference letters of similar projects undertaken by the company in a medium to large complex organisation, preferably in the public sector.
- 7.3 Team leader's curriculum vitae with a minimum of five (5) years' experience in Employee Health and Wellness and Counselling services, as well as copies of a tertiary qualification in the field of Clinical Psychology and Counselling or related equivalent tertiary qualifications and professional registration with the HPCSA.
- 7.4 Curriculum vitae of three (3) additional resources with relevant experience in Counselling, Employee Health, and wellness services, as well as copies of a tertiary qualification in the field of Psychology and Counselling or related equivalent tertiary qualifications and professional registration with the HPCSA.

8. FINANCIAL PROPOSAL

- 8.1 Complete the pricing schedule attached below and transfer the information therein to the relevant SBD 3.3 forms.
- 8.2 The pricing schedule must include all costs involved including but not limited to, costs for specialists, logistical costs and the bidder must indicate discount price and any special conditions attached to the discount and price offer where applicable.

9. EVALUATION CRITERIA

Service providers are evaluated based on submission of proposal and will be evaluated in three stages, namely pre-qualification, functionality, price and specific goals/ B-BEEE.

9.1 STAGE 1 – PRE-QUALIFICATION

Mandatory documents

- 9.1.1 Partnership agreements (if a bidder has a partnership agreement in place that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners)
- 9.1.2 The company should be 100% owned by either women/ person's with disabilities/youth (proof of ownership should be attached)
- 9.1.3 Completed and appropriately signed SBD forms.
- 9.1.4 Tax Clearance compliant status on CSD

9.2 STAGE 2 - FUNCTIONALITY EVALUATION

9.2.1 The following criteria and weights will be applied when bids are evaluated on functionality:

CRITERIA	POINTS
1. Company experience: A minimum of three (3) years' experience is required in providing employee health & services with minimum of three (3) previous successful projects undertaken in the public service (attach proof with contactable and verifiable references on the company letterhead). Projects: 3 Projects = 5 6-9 Projects = 7 10 and more projects = 10	10

20	2. Team leader qualification and experience	
10	Team leader qualification Degree / Honours Degree / Post Graduate Diploma / Master's Degree/PHD in Clinical and Counselling Psychology/Social Work (Attach proof) • Degree / B- Tech = 3 points • Honours Degree = 5 points • Master's degree and above = 7 points • PHD = 10 points	
10	Team leader experience Minimum of five (5) years' experience in field of Clinical and/or Counselling Psychology as mental health wellness specialist at supervisory level (Attach proof): • 5 years = 5 points • 6 years to 10 years = 7 points • 10 years and above = 10 points	
15	3. Team member(s) qualification and experience	
5	Qualifications Degree / Honours Degree / Postgraduate Diploma/ Master's/PHD Degree in Clinical and Counselling Psychology and proof of registration with HPCSA: • Degree and proof of registration with HPCSA = 1 points • Hons Degree/ Postgraduate Diploma and proof of registration with HPCSA = 3 points • Master's Degree and proof of registration with HPCSA = 4 points • PHD and proof of registration with HPCSA = 5 points	
10	Experience Minimum of five (5) years' experience in field of Clinical and/or Counselling Psychology as Mental Health Wellness Specialists: • 5 years = 3 points • Above 5 but less than 10 years = 5 points • 10 years but less than 15 years = 7 points • 15 years and above = 10 points	

4.	Resource 2	15	5	Qualifications - Degree / Honours Degree / Postgraduate Diploma/ Master's/PHD Degree in Clinical and Counselling Psychology and proof of registration with HPCSA: - Degree and proof of registration with HPCSA = 1 points - Hons Degree/ Postgraduate Diploma and proof of registration with HPCSA = 3 points - Master's Degree and proof of registration with HPCSA = 4 points - PHD and proof of registration with HPCSA = 5 points	Experience Minimum of five (5) years' experience in field of Clinical and/or Counselling Psychology as Mental Health Wellness Specialists: 5 years = 3 points - Above 5 but less than 10 years = 5 points	10
5.	Resource 3	15	5	Qualifications Degree / Honours Degree / Postgraduate Diploma/ Master's Degree/PHD in Clinical and Counselling Psychology and proof of registration with HPCSA: - Degree and proof of registration with HPCSA = 1 points - Hons Degree/ Postgraduate Diploma and proof of registration with HPCSA = 3 points - Master's Degree and proof of registration with HPCSA = 4 points - PHD and proof of registration with HPCSA = 5 points	Experience Minimum of five (5) years' experience in field of Clinical and/or Counselling Psychology as Mental Health Wellness Specialists: 5 years = 3 points - Above 5 but less than 10 years = 5 points 10 years but less than 15 years = 7 points 15 years and above = 10 points	10

- 9.3.1 Only Bidders that have met the 70 points threshold for functionality will be evaluated in phase 3 for price and preference points.
- 9.3.2 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points)
 - Specific Goals (maximum 20 points)
- 9.3 STAGE 3 - PRICE AND PREFERENCE POINTS EVALUATION**

BIDDERS WHO FAIL TO ACHIEVE A MINIMUM OF 70 POINTS OUT OF 100 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR EVALUATION ON STAGE THREE (PRICE AND SPECIFIC GOALS)

	6. • 10 years but less than 15 years = 7 points • 15 years and above = 10 points	
Project Plan and methodology: A detailed project plan and methodology should cover aspects as listed in paragraph 4.3 and 6.1 above and a clear demonstration in application of the EAPA-SA standards as well as the DPSA Employee Health and Wellness Strategic Framework for the Public Service. • Psychological and Emotional Wellness = 5 points • Physical Wellness = 3 points • HIV/AIDS Management = 3 points • Drug and alcohol management = 3 points • Work-life Balance = 5 points • Reporting = 3 points • Organisational effectiveness and development programmes = 3 points	TOTAL	25
		100

a) Stage 1 - Price Evaluation (80 Points)

Price Evaluation	$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$
80	

The following formula will be used to calculate the points for price:

Where;

Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 P_{min} = Comparative price of lowest acceptable bid

b) Stage 2 – Specific Goals Evaluation (20 Points)

Specific Goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining the specific goals in accordance with the table below:

Specific Goals	Number of Points
51% Black owned	5
51% women-owned	6
5% Youth Ownership	4
2% Owned by persons with disabilities	2
Exempt Micro Enterprise (EME)	2
Qualifying Small Enterprise (QSE)	1
Large Enterprise	0

Points for Specific Goals may be allocated to bidders on the submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)
- B-BBEE Certificate
- CSD Report

12. REPORTING

12.1. The appointed bidder will report to the appointed Project Manager of DTA. The detailed reporting requirements will be provided to the successful bidder during the contract negotiation and project inception.

12.2. The bidder must submit a written report to the DTA Project Manager on specific problems, recommendations, improvement methods, work programmes, personnel turnover, tenants' complaints, remedial actions taken and all other matter relating to provision of security services.

13. TRADITIONAL AFFAIRS RIGHTS

Traditional Affairs reserves the right to cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed. This RFQ does not commit Traditional Affairs to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this RFQ, or to procure or contract for services. Traditional Affairs reserves the right to modify or cancel in whole or in part this RFQ, to reject any and all proposals, to accept the proposal it considers most favorable to Traditional Affairs' interests at its sole discretion. Traditional Affairs further reserves the right to reject all proposals and seek new proposals when Traditional Affairs considers such a procedure to be in its best interest. If there is any evidence indicating that two or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such bidders shall be rejected. The evidence of such practices shall be reported to the relevant authorities. Traditional Affairs reserves the right to hold discussions and/or negotiations with any individual or qualified company, to interview or not, to request additional information or revised proposals or to request best and final offers if it is in the best interest of Traditional Affairs to do so. However, Traditional Affairs may make an award without conducting any interview or negotiations; therefore, recommended service providers are encouraged to submit their best proposal at the outset.

14. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF MATERIAL

All intellectual property rights relating to any work produced by the service provider in relation to the performance of this Contract shall belong to DTA. The service provider shall give DTA all the required assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this Contract shall remain the property of DTA and must be handed over to DTA within one month of the completion of the contract. All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted DTA emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify DTA against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

15. AMENDMENTS AND VARIATION

The terms of reference together with the offer made by the successful bidder and the acceptance thereof by DTA as well as the General Conditions of Contract shall constitute the formal agreement between DTA and the successful bidder. No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.

The service provider shall be appointed as an independent contractor and DTA shall not be held liable for any obligations or liabilities arising out of the actions of the service provider.

The service provider does not have the right to bind DTA in any way during the execution of his /her mandate under this contract.

16. ASSESSMENTS

Assessments of the performance of the service provider will be conducted during the relevant periods in line with activities referred to in paragraph 5 and in accordance with the key deliverables. If there is dissatisfaction with the performance, written notice outlining the deficiencies will be provided to the service provider who will have 14 days to rectify the deficiency, failing which the contract will be terminated.

17. TERMINATION OF THE CONTRACT

If the service provider does not commence to work on the project, and after 14 days written notice addressed to his/her domicile address to start still fails to start to work on the project, this contract may be cancelled forthwith.

This contract may be cancelled for reasons other than poor performance or breach of contract, by giving the service provider '14 days' written notice to rectify or address the cause of concern where-after DTA shall have the right to summarily cancel the contract upon written notice to the service provider.

15. COMMUNICATION

All contract technical communication must be done via the Chief Director: Office of Director General who is the designated contract Manager for the contract. Any other communication must be addressed to the Supply Chain Management office in writing by email: DTAQuotations@cogta.gov.za.

16. CONFIDENTIALITY

The existence of this agreement will be kept confidential as between the Company, DTA and the Appointed Consultant. It is recorded that each of the parties have agreed not to disclose details of the negotiations in this matter and the content of this Agreement and to regard them as consisting of confidential information. The parties

specifically undertake not to disclose any such confidential information to any third party whosoever (other to their respective shareholders) without the prior written consent of the other of them, save as may be required by law.

18. COSTING

Costing should be inclusive of VAT, taxes and all costs associated with the project. No additional charges will be accepted by the department after issuing an official purchase order to the successful service provider.

19. REQUEST FOR PROPOSALS

All service providers are required to submit the proposals within the prescribed due date after the invitation of the RFP.

20. ENQUIRIES

Submit all enquiries preferable in writing for the attention of:

Administrative enquiries: Gladman Ndlovu
Email address : DTAQuotations@cogta.gov.za
: 012 334 0652

Technical enquiries : Lorato Motlhalo
Email address : LoratoM@cogta.gov.za
: 012 334 5824

Pricing Schedule

Deliverables	Quantity	Rate Yr1	Rate Yr2	Rate Yr3	Total Price
Telephone/online counselling services	Rate per 1 hour session per employee				
Referral for psychological symptoms or mental health disorders (e.g., depression, stress, anxiety, substance abuse) per incident/per employee.	Referral fee/ per employee/ assistance				
Employee Health & wellness workshop/information sessions	Rate per workshop				
Situational risk analysis on the department's compliance to the Safety, Health, Environment, Risk and Quality (SHERQ) standards in line with the DPSA EHW for the Strategic Framework for the Public Service conducted in year 1.	Rate per assessment				
Catastrophic specialist counselling services such as HIV/Dread Diseases,	Rate 1 hour per session				

bereavement.									
Pre-retirement	Rate per employee								
planning session per employee									
Emotional intelligence	Rate per information								
(EQ) information	session/workshop								
session/workshop									
Organisational effectiveness and development programmes.	Rate per employee								
Communication	Rate per								
Promotion/Marketing	promotion/marketing								
Services									
Retainer fee for	Rate per								
services	employees/per month								
Reporting indicating	Rate per report								
employee usage of	(monthly reports)								
services									
Total disbursements									
VAT									
GRAND TOTAL									