

INVITATION TO BID: FMA 0009-2023/24

VALIDITY PERIOD OF BID OFFER: 90 DAYS FROM CLOSING DATE

THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS FOR THE PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT FOR A PERIOD OF 36 MONTHS (ANTICIPATED PERIOD OF 1 JANUARY 2024 – 31 DECEMBER 2026).

BID NUMBER: FMA 0009-2023/24

Contact person: Fatima Gallie

Date of advertisement: 22 September 2023

Closing Date and Time: 23 October 2023 at 11H00

Non-Compulsory Briefing Session: Tuesday, 03 October 2023 @ 10H00
via Microsoft Teams (Online)

In order to participate, potential Bidders must ensure
that an e-mail address (representative) is sent to
John.vandervent@westerncape.gov.za
on or before the 29 September 2023 at 15H00.

**NB! Microsoft Teams Application needs to be installed.
on the relevant platform in order to participate (e.g., Cell
Phone, Laptop and or Desktop).**

Late bid offers shall not be admitted for consideration.

Bidders to note that should the Bid document be too big to fit into the Bid Box, to please contact the following Supply Chain Management official/s who will ensure that bid documents get deposited into the bid box before the closing date and time: John Van Der Vent and Kim-Leigh February – 021 483 2943 and 021 483 8213.

Completed and signed (in ink) bid documents must be submitted on the official bid forms and may not be re-typed.

Completed and signed (in ink) bid documents if posted must be addressed to:

The Director, Supply Chain Management and Administration, P.O. Box 659 Cape Town, 8000 and sufficient time must be allowed for the delivery of the bid to the offices of SCM, situated in 7 Wale Street, Cape Town.

Or

DEPOSITED IN THE DEPARTMENT OF THE PREMIER TENDER BOX SITUATED ON THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.

RFB/s will be regarded as late if received after the closing time of the bid.

The Department of the Premier (DotP) reserves the right to cancel the bid at any stage of the process.

ALL PRICES MUST BE QUOTED IN RSA CURRENCY AND MUST BE INCLUSIVE OF VAT.

The service provider/s must comply with the conditions for the processing of personal information as prescribed by the Protection of Personal Information Act, No 4 of 2013 (POPI). The service provider/s is required to provide the WCG with a certificate confirming that the personal information provided to the service provider/s by the WCG has been destroyed.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and any other Conditions and or Special Conditions of Contract that might be stipulated in the requirement. Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

The successful bidder will be required to sign a written contract form within 7 days after the award of the bid.

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**PLEASE NOTE THAT THIS BID IS A 2 ENVELOPE SYSTEM AND THE BELOW LABELS
MUST BE USED WHEN SUBMITTING YOUR BID DOCUMENTS**

ENVELOPE ONE

BID: FMA 0009-2023/24: THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT FOR A PERIOD OF 36 MONTHS (ANTICIPATED PERIOD OF 1 JANUARY 2024 – 31 DECEMBER 2026).

THIS ENVELOPE CONTAINS THE COMPLETE BID DOCUMENT WITHOUT THE WCBD 3.3 (PRICING SCHEDULE), AND MUST PLEASE BE DEPOSITED IN THE BID BOX/POSTED IN THE SAME MANNER

KINDLY INSERT THE NAME OF BIDDING COMPANY



ENVELOPE TWO

BID: FMA 0009-2023/24: THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT FOR A PERIOD OF 36 MONTHS (ANTICIPATED PERIOD OF 1 JANUARY 2024 – 31 DECEMBER 2026).

THIS ENVELOPE CONTAINS THE WCBD 3.3 (PRICING SCHEDULE), AND MUST PLEASE BE DEPOSITED IN THE BID BOX/POSTED IN THE SAME MANNER

KINDLY INSERT THE NAME OF BIDDING COMPANY



NOTE: KINDLY CUT AND PASTE ON THE RELEVANT ENVELOPES

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PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	FMA 0009-2023/24	CLOSING DATE:	23 October 2023	CLOSING TIME:	11H00
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DESCRIPTION	THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS FOR THE PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT FOR A PERIOD OF 36 MONTHS (ANTICIPATED PERIOD 1 JANUARY 2024 – 31 DECEMBER 2026)
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) BEFORE THE CLOSING TIME OF BID.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Kim-Leigh February /John Van Der Vent	CONTACT PERSON	Fatima Gallie
TELEPHONE NUMBER	021-483-2943/ 021-483-8213	TELEPHONE NUMBER	0214669704
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	John.vandervent@westerncape.gov.za KimLeigh.February@westerncape.gov.za	E-MAIL ADDRESS	Fatima.Gallie@westerncape.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	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	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

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February 2023

ACREDITATION SYSTEM (SANAS)			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.</p> <p>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.</p> <p>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."</p>
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

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CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: FMA 0009 2023/24
CLOSING TIME 11:00AM	CLOSING DATE: 23 OCTOBER 2023

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Project Name: Provision of an Employee Health and Wellness Service to the Western Cape Government for a Period of 36 Months (Anticipated Period of 1 January 2024 – 31 December 2026).

The Department of the Premier invites professional service providers to submit proposals to render the above-mentioned service:

- 1) Each bid must contain a quote for the required services (Primary and Secondary Services (A)), which must be provided in the format as set out herein. Bidders must ensure that all service rates quoted in this Pricing Schedule are the maximum, all-inclusive, fixed service rates payable in respect of each item specified in the table below.
- 2) Each bidder must also provide a total all-inclusive cost for the required services for Year 1 of the contract. The total combined indicative price quoted for Year 1 is used for evaluation and adjudication purpose only and does not reflect the total contract value for Year 1.
- 3) The service rates applicable to may be increased annually on the anniversary of the commencement date of the contract, subject to the official Consumer Price Index (CPI) rate determined by Statistics South Africa for the anniversary month. The successful bidder will have to apply for this increase on an annual basis, as it is subject to the prior written approval of the Western Cape Government. Pricing for year Years 2 and 3 will be based on Year 1 plus CPI increase escalation as stipulated.
- 4) The accompanying information must be used for the formulation of proposals.
- 5) Bidders are required to indicate a) fixed rate for Primary Services (A) and, b) fixed rate for Primary Services (B) and Secondary Services (A) that will be accessed on an "As and When" basis. Furthermore, it is required that bidders submit an all-inclusive rate per service / month / session / case (where appropriate) with reference to paragraph 7 of the Terms of Reference.
- 6) The volumes are based on current trends and may fluctuate/change during the duration of the contract. Subject to the CPI increase referred to in paragraph (3) above, the rates listed (in service rate column below), however, will be fixed, as indicated, for the duration of the contract and will not be adjusted irrespective of volume.
- 7) This is to be completed as indicated and the following is to be noted:

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- Primary Services (A): 24/7/365 Telephonic Counselling; Communication, Information and Advocacy; Account Management and Reporting are fixed rates per month;
- All the Primary Services (B), fixed service rates must be stipulated and multiplied out by the indicated volumes to provide what the indicative total will be for Year 1;
- All the Secondary Services (A), fixed service rates must be stipulated and multiplied out by the indicated volumes to provide what the indicative total will be for Year 1;
- The service rates, as specified in the "Service Rate" column, are to be fixed and binding (subject to CPI increase) irrespective of the actual volumes that may be experienced and will not be subject to review at any stage i.e., non-negotiable.
- The appointed service provider **will not be reimbursed** for any disbursements that are incurred in order to render the services, including, but not limited to briefing sessions, parking, computer consumables, telephone calls, travel and accommodation costs.
- Bids will be evaluated (as part of Phase 2) with reference to the total estimates indicated in the "Total" columns.

PRIMARY SERVICES (A)

RANGE OF SERVICES	DEPT.	ANNUAL VOLUME (ESTIMATE)	RATE TYPE	SERVICE RATE YEAR 1	TOTAL
24/7/365 Telephone Counselling	WCED	3730 cases	Fixed rate per month		(Service Rate x 12 months)
24/7/365 Telephone Counselling	CSC	1000 cases	Fixed rate per month		(Service Rate x 12 months)
Communication Information and Advocacy	WCED	25 cases	Fixed rate per month		(Service Rate x 12 months)
	CSC	20 cases	Fixed rate per month		(Service Rate x 12 months)
Account Management	WCED		Fixed rate per month		(Service Rate x 12 months)
	CSC		Fixed rate per month		(Service Rate x 12 months)
Reporting	WCED		Fixed rate per month		(Service Rate x 12 months)
	CSC		Fixed rate per month		(Service Rate x 12 months)

Name of Bidder:

Total for Primary services (A)		
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PRIMARY SERVICES (B)

RANGE OF SERVICES	DEPT.	ANNUAL VOLUME (ESTIMATE)	RATE TYPE	SERVICE RATE YEAR 1	TOTAL
Psycho-social Development Interventions					
Face to Face Counselling (4-6 session model)	All	1500 cases	Per session rate		(Est cases x 6 sessions x service rate)
Trauma and Critical Incident Counselling	All	250 cases	Per case rate		(Est cases x service rate)
Psycho-Social Development Interventions (including customised interventions)	All	50 sessions	Thirty minutes session rate		(Est sessions x Service Rate)
	All	150 sessions	One (1) session rate		(Est sessions x Service Rate)
	All	300 sessions	Two (2) hour session rate		(Est sessions x Service Rate)
	All	150 sessions	Three (3) hour session rate		(Est sessions x Service Rate)
	All	100 sessions	Four (4) hour session rate		(Est sessions x Service Rate)
	All	40 sessions	Five (5) hour session rate		(Est sessions x Service Rate)
	All	30 sessions	Six (6) hour session rate		(Est sessions x Service Rate)
Group Therapy for Specific Occupations (maximum 8 sessions)	All	15 sessions	Per session		(Est cases x Service Rate)
Team Services and Interventions: • Team Wellness Audits	All	50 cases	Per hour rate		(Est cases X Service Rate)
Team Services and Interventions: • Conflict Mediation between 2 people	All	25 cases (i.e., referrals)	One (1) hour session rate		(Est cases X Service Rate)

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Bid No.: **FMA 0009 2023/24**

Name of Bidder:

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(per hour - maximum 4 hours per case)					
Total for Primary services (B)					

SECONDARY SERVICES (A)

RANGE OF SERVICES	DEPT.	ANNUAL VOLUME (ESTIMATE)	RATE TYPE	SERVICE RATE YEAR 1	TOTAL
Occupational Therapeutic Services Assessments for: <ul style="list-style-type: none"> Assistive Devices 	All	10 cases	Per case rate		(Est cases X Service Rate)
Occupational Therapeutic Services Assessments for: <ul style="list-style-type: none"> Workplace Functional Assessment 	All	20 cases	Per case rate		(Est cases X Service Rate)
Total for Secondary services (A)					

Any enquiries regarding bidding procedures may be directed to the –

Department: Department of the Premier

For technical information –

Contact Person: Ms. Fatima Gallie
Tel: 021 466-9704 (office)
E-mail address: Fatima.Gallie@westerncape.gov.za

Or for SCM related enquiries -

Contact Persons: Kim-Leigh February
Tel: 021 483-2943
E-mail address: Kim-Leigh.February@westerncape.gov.za

Contact Persons: John Van Der Vent
Tel: 021 483-8213
E-mail address: John.vandervent@westerncape.gov.za



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Controlling interest" means, 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;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

"CSD" means the Central Supplier Database maintained by National Treasury;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any –

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's –

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

"RWOEE" means –

Remuneration Work Outside of the Employee's Employment

"spouse" means a person's –

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

13. 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.

SECTION A DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)					NO YES
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

.....

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

000017

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"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;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 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).

2.2 Preference point system for this bid:

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

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 2.6 The organ of state 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 organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, 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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

- 9.1.1 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? **YES/NO** *(delete which is not applicable)*

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT FOR A PERIOD OF 36 MONTHS (ANTICIPATED PERIOD 1 JANUARY 2024 – 31 DECEMBER 2026)

1. PURPOSE AND GENERAL REQUIREMENTS

- 1.1 The Department of the Premier wishes to invite potential bidders in the Employee Health and Wellness Sector to provide an **Employee Health and Wellness service to the Department of the Premier (Corporate Service Centre) and the Western Cape Education Department within the Western Cape Government (WCG) for a period of thirty-six (36) months.**
- 1.2 The WCG may, at its sole discretion, conduct site visits at the bidders' premises, particularly the Call Centre facilities, so as to confirm that these facilities meet the requirements as set out in these Terms of Reference.
- 1.3 Potential bidders may ask for clarification on these Terms of Reference or any of its Annexures up to close of business 72 hours before the deadline for the submission of bids. Any request for clarification must be submitted by e-mail to Mr Mogamat Adams, Ms Kim-Leigh February and Mr Ashwin Nayar:

Mogamat.Adams3@westerncape.gov.za;

Kim-leigh.February@westerncape.gov.za; and

Ashwin.Nayar@westerncape.gov.za

Answers to any written queries referred to SCM in accordance with this paragraph 1.3 will be responded to via email, which information will also be published on the eTenders portal at <https://www.etenders.gov.za/>.

- 1.4 No late bids will be accepted after the closing time on the closing date.
- 1.5 Bidders may not contact the WCG on any matter pertaining to their bid from the time that the bids are submitted (the bid closing time) to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner will result in rejection of the bid concerned.

- 1.6 Please note that the WCG is not bound to accept any bid submitted. The WCG will furthermore only accept bids that meet the compulsory bid conditions set out in section 4 below and may cancel the tender process at any time prior to the award of the tender contemplated herein for any of the following reasons:
- 1.6.1 Due to changed circumstances, for instance, if there is no longer a need for the services as specified in these Terms of Reference or, there is no longer a need for such services on the terms set out in these Terms of Reference;
 - 1.6.2 Funds are no longer available to cover any envisaged expenditure;
 - 1.6.3 No acceptable bids are received; or
 - 1.6.4 There is a material irregularity in the tender process.

2. BACKGROUND

- 2.1 It is essential to appoint a service provider to render an Employee Health and Wellness (EHW) service to maintain healthy, dedicated, responsive and productive employees in the WCG. Employees utilising the EHW services must be assured of confidentiality, except in cases of risk to themselves and others or in terms of the legislation.
- 2.2 The following Provincial Departments / employees will be serviced under this EHW contract:
- 2.2.1 Western Cape Education Department (WCED) (approximately 48 500 employees), including teachers (as well as Grade R teachers) and staff employed by the WCED; and employees employed under the Public Service Act, 1994 (to be eligible for all EHW services where appropriate). Furthermore, the service provider has to provide only telephonic counselling to 400 School Governing Body (SGB) employees per year.
 - 2.2.2 Department of the Premier – representing the following eleven (11) departments forming part of the WCG's Corporate Services Centre (CSC) (approximately 9 550 employees):
 - Department of Agriculture;
 - Department of Police Oversight and Community Safety; 000027

- Department of Cultural Affairs and Sport;
- Department of Economic Development and Tourism;
- Department of Environmental Affairs and Development Planning;
- Department of Local Government;
- Department of Infrastructure;
- Department of the Premier;
- Provincial Treasury;
- Department of Social Development; and
- Department of Mobility.

Note: During the contractual period, organisational structure changes may occur from time-to-time and will be communicated to the successful bidder in advance.

2.2.3 Expanded Public Works Programme workers (1500) who receive stipends from certain of the above departments of the WCG.

2.3 Departments have employees situated in the City of Cape Town and across 5 districts / regions (with several satellite offices within these districts / regions) in the Western Cape as follows:

- City of Cape Town, divided into the following 4 (four) Metropoles:
 - Metropole Central;
 - Metropole East;
 - Metropole North; and
 - Metropole South;
- West Coast;
- Eden;
- Central Karoo;
- Cape Winelands; and
- Overberg.

2.4 The scope of work, as set out in paragraph 4, includes the collective needs of the departments, but does not necessarily imply that all departments will make use of all the services or, use all the services all the time.

2.5 Briefing Session

2.5.1 Please note that a non-compulsory briefing session will be held on:

Date: 03 October 2023

Time: 10:00am – 12:00pm

Venue: Microsoft Teams meeting invite

2.5.2 Bidders are requested and **encouraged** to attend the virtual briefing session so that clarification on the Terms of Reference and expectations of the Departments can be provided in respect of this invitation to bid.

2.5.3 Bidders, who did not receive the invitation of bid directly from the Department of the Premier, are furthermore requested to inform the Department of the Premier by email that it intends submitting a bid proposal **to ensure that any further information and updates to the invitation of bid may be provided** to them to enable Bidders to submit compliant bids.

3. DEFINITIONS

3.1 For the purposes of these Terms of References, the following terms are hereby defined as follows:

3.1.1 **“Counselling Affiliates”** means the Psychologists (including Clinical Psychologists) and Social Workers registered with the HPCSA and/or SACSSP appointed by the successful bidder to perform Face-to-Face counselling or Trauma and Critical Incident Counselling;

3.1.2 **“EAPA-SA”** means the South African branch of the Employee Assistance Professionals Association, being a membership organisation for Employee Assistance Professionals;

3.1.3 **“Flagged Emergency”** means cases where there is imminent or immediate risk to self and / or others, which may include alcohol or drug abuse in a safety-sensitive job, suicide risk, homicidal risk, suicide attempts (moderate, imminent or actual), major psychiatric disorders and critical incidents at work;

- 3.1.4 **“Household Members”** means any paid helper living with a WCG employee (as described in paragraph 2.2 above);
- 3.1.5 **“Immediate Family”** means the spouse or partner of an employee, and the dependent children of a WCG employee (as described in paragraph 2.2); and
- 3.1.6 **“Trauma and Critical Incident Counselling”** means the counselling services that becomes necessary as a result of critical incidents, emergencies or disasters that may result in serious psychological trauma to employees, and includes counselling of traumatic situations such as armed robberies, vehicle hijackings, abusive relationships, sexual abuse, drug abuse, horrific accidents, death and day-to-day traumatic situations and experiences.

4. SCOPE OF SERVICES / SERVICE REQUIREMENTS

- 4.1 The WCG requires an experienced service provider to render an EHW service to its employees. The WCG defines EHW as workplace programmes that has a holistic approach and addressing the different dimensions of individual and team wellness e.g., emotional, psychological, physical, spiritual and social. For the purpose of these Terms of Reference, EHW refers to psycho-social counselling, trauma and critical incident counselling; managerial consultations; team wellbeing audits; conflict mediation; psycho-social development in terms of individual and team wellbeing; communication and awareness of EHW campaigns and Occupational Therapeutic services. The WCG invites prospective bidders to provide a detailed proposal (narrative), preceded by an Executive Summary, responding to the range of services as stipulated paragraph 4.2 hereunder, noting the following:

- 4.1.1 The required EHW service must be available to all WCG employees who, as referred to in this document, are all individuals working within the twelve (12) Provincial Departments referred to above (approximately 59 550 employees) and School Governing Bodies. Counselling services (telephonic, face-to-face and trauma and critical incident counselling) must also be available to Immediate

Family, whereas Household Members must have access to **telephonic counselling only**.

Note: As mentioned above, the School Governing Body employees, together with their Immediate Family and Household Members, are included in this contract for telephonic counselling only. Similarly, Expanded Public Works Programme workers will only receive telephonic counselling services.

- 4.1.2 WCG employees are performing the work of their respective Provincial Departments, carrying out or conducting business on behalf of his / her respective Provincial Department. Therefore, the scope of this contract excludes independent contractors working for the WCG, Non-Profit Organisations (NPOs) and public entities such as, WESGRO, Cape Nature, Liquor Authority, Gambling Board, Casidra, Governing Bodies of Museums and Community Development Workers not formally employed by a Provincial Department.
- 4.1.3 With regards to internal EHW capacity, the successful bidder should acknowledge the expertise of the EHW Practitioners within the WCG and an interactive partnership between the successful bidder and the EHW practitioners must be fostered and maintained. These internal EHW components within the WCG are:
- WCED - Directorate: Strategic People Management; and
 - CSC – Directorate: Organisational Behaviour (Department of the Premier.
- 4.1.4 The successful bidder will be required to sign a Service Level Agreement with the Department of the Premier on behalf of the CSC departments and a separate Service Level Agreement with the WCED.
- 4.1.5 The WCG reserves the right for the internal EHW Practitioners to utilise the option of counselling employees internally and/or professionally before referring employees to the successful bidder.

4.1.6 All EHW services must be freely accessible to all the employees employed by the WCG or Household / Immediate Family members. The successful bidder must be able to render the EHW service without employees having to share their personal details, such as identity numbers or medical aid numbers, as this will constitute an unnecessary barrier to access the EHW services.

4.2 The range of services, as referred to below, will be split between the core EHW services (i.e., Primary Services (A&B), which are standardised across both entities (WCED and CSC), and other related services (i.e., Secondary Services (A&B) that will be utilised on an "as and when required" basis. Bidders must respond to the full range of services as set out in **Table 1** below, i.e., bidders **must respond to both Primary Services (A&B) as well as Secondary services (A).**

Please note: The successful bidder may only outsource the Primary Services to the extent as specified in the terms and conditions as set out in paragraph 6.1.23 (Conditions of Contract) below.

Table 1: Range of services forming part of service requirements

PRIMARY SERVICES (A): DETAILS PER SERVICE REQUIREMENT (MONTHLY FIXED RATE)	
4.2.1	24/7/365 TELEPHONE COUNSELLING (INCLUDING PUBLIC HOLIDAYS)
	The successful bidder must provide a 24/7 Toll-Free EHW Call Centre service that will comply with the following requirements:
	<p>a) To ensure easy access to the counselling services, different methods of accessing the counselling service, as an entry point, must be provided as mentioned below:</p> <ul style="list-style-type: none"> (i) Immediate response (within 20 seconds): Telephonic service; (ii) Intermediate response (within 3 minutes): WhatsApp, SMS for text message, "Please Call Me" and email service); and (iii) Gradual response (within 24 hours): USSD code .
	b) To ensure that Call Centre service meets the Service Level Target requirements as set out in the Service Standard and Penalty Schedule (Annexure A).
	c) Each helpline number (for WCED and CSC) must be exclusive to the WCG and must be staffed by a team of fully qualified, trained and registered professionals i.e., Psychologists and Social Workers registered with Health Professional Council of South Africa (HPCSA) and/or South

	<p>African Council of Social Service Professions (SACSSP). The team of qualified professionals referred to in this paragraph 4.2.1 (c) must also include registered Clinical psychologists. The professionals referred to in this paragraph 4.2.1 (c) must have at least 3 years' experience in rendering telephonic counselling, including experience in providing counselling during crises situations.</p>
	<p>d) Appointing an experienced Clinical Service Management Team (Psychologists and Social Workers), registered with the HPCSA and/or SACSSP, to oversee the entire helpline operation with the assistance of the Call Centre performance management software. The Clinical Service Managers comprising the team must have at least 3 years' experience in rendering telephonic counselling, and at least 3 years' experience overseeing an EHW helpline operation.</p>
	<p>e) Provide psychological telephonic consultancy service e.g. depression, anxiety, trauma, relationship issues, parenting needs, suicidal behaviour etc. After performing an assessment of the client's needs, the client must be referred to face-to-face counselling if / where necessary.</p>
	<p>f) Provide a managerial telephonic consultancy service by supporting managers by increasing their people management skills in their working relationships with employees and provide them with professional assistance regarding the effective handling of new or challenging people management issues e.g. absenteeism, relationship / interpersonal conflict, motivation of employees, communication during performance feedback and managing diversity.</p>
	<p>g) Provide access to a telephonic professional life management service. The life management service offering, which must be provided on a confidential basis, should include the following:</p> <ul style="list-style-type: none"> (i) Legal Issues (such as family law, contracts, property, consumer rights, etc.); (ii) Financial Concerns (debt management, budgeting, financial planning, retirement planning, etc.); and (iii) Family Care Matters (eldercare, childcare, social benefits, marital, estate planning, etc.).
	<p>h) Provide email interaction with a medical professional and dietician for medical and nutritional advice and assistance in goal setting and support for behavioural change (being advice / assistance that is general in nature).</p>
	<p>i) The Call Centre team must at least consist of the following resource roles:</p> <p>Day Shift:</p>

- (i) Registered Psychologists, including Clinical Psychologists, and Social Workers with no less than three years' relevant experience (as indicated in par. 4.2.1(c)):
 - 6 X Psychologists rendering counselling;
 - 6 X Social Workers rendering counselling;
 - 4 X Trauma Counsellors (being registered Psychologists / Social Workers specialised in trauma counselling);
 - 3 X Case Managers (performing a supervisory function, to whom the 12 (twelve) Psychologists / Social Workers and 4 (four) Trauma Counsellors will report to);
 - 2 X Clinical Service Managers (having the minimum experience as described in paragraph 4.2.1 (d)); and
 - 1 X Managerial Consultant Specialists (being experienced in people management issues);
- (ii) Other experienced professionals
 - 1 X Law of Persons adviser;
 - 1 X Financial adviser;
 - 1 X Family Care Matters adviser;
- (iii) Text message response
 - 1 X persons to manage the WhatsApp/SMS and email correspondence.

After Hours Shift

- (i) Registered Psychologists and Social Workers, including Clinical Psychologists, with no less than three years' relevant experience (as indicated in par. 4.2.1(c)):
 - 2 X Psychologists rendering counselling;
 - 2 X and Social Workers rendering counselling;
 - 2 X Trauma Counsellors (being registered Psychologists / Social Workers specialised in trauma counselling);
 - 1 X Case Manager (performing a supervisory function, to whom the 4 (four) Psychologists / Social Workers and 2 (two) Trauma Counsellors will report to);
 - 1 X Clinical Service Manager (having the minimum experience as described in paragraph 4.2.1 (d)); and
- (ii) Text message response
 - 1 X persons to manage the WhatsApp/SMS and email correspondence.

The successful bidder must maintain an updated list of its Call Centre team using the template in **Annexure B**, which document must be updated on an annual basis.

- j) Client Relationship Management technology to enable text messages linked to the Call Centre as a method of access - such as WhatsApp, SMS messages and e-mail must be supplied as an alternative method of access e.g., for persons with disabilities or seated in an open area. The successful bidder must provide a text message service (email, WhatsApp, SMS or similar App) with a response within at least 3 minutes for the following services:

	<ul style="list-style-type: none"> (i) Counselling; (ii) Managerial consultations; (iii) Trauma and Critical Incident support; and (iv) Conflict mediation. <p>The Call Centre system must also allow for access to Call Centre services using USSD code, however, a gradual response (within 24 hours) is acceptable.</p> <p>The alternative methods in accessing the counselling services e.g., email, App (WhatsApp) or SMS should not replace the function of the Call Centre but must be an additional / alternative access point.</p>
	<p>k) During telephonic sessions, client preferences (Client-Counsellor Compatibility Service) must be accommodated as far as possible, during telephonic sessions with regards to race, gender, disability and language preference (i.e. the successful bidder must be able to accommodate three official languages, being Afrikaans, English and isiXhosa), as well as cultural and religious background of the client concerned.</p>
	<p>l) Complaints related to poor services from the Call Centre / WhatsApp line, USSD and email, must be investigated by the successful bidder whereafter a feedback report must be provided to the WCG within 5 (five) business days from the date of the complaint. The WCG reserves the right to seek remedial action if similar complaints are lodged, which may include a request for the replacement of a particular Call Centre team member, due to repeated transgressions, with a resource that meets the minimum competencies applicable to the role concerned (please refer to paragraph 4.2.1 (c), and (d).</p>
	<p>m) The successful bidder must have an evaluation system to enable the employee / caller to rate the Call Centre service (Call Centre / WhatsApp / USSD / e-mail) received. Feedback on the client experience must be included in the monthly, quarterly and annual reports referred to in paragraph 4.2.4 below. The successful bidder must furthermore submit a weekly dashboard report to the WCG providing the information included in the Contact Centre Dashboard – Weekly Report (Template) as set out in Annexure C to these Terms of Reference.</p>
	<p>n) The successful bidder will be expected to negotiate with the existing service provider regarding the retention of toll-free numbers to ensure business continuity for WCG employees:</p> <p>WCED: 0800 111011 CSC: 0800 611155</p>

	The WCG will assist where necessary. The current incumbent service provider is exempted from this condition (condition [n] only).
	o) Calls made to the toll-free number must be free of charge for the employee or Immediate Family / Household Member, irrespective whether the employee / family / household member calls from a landline or mobile phone. The telephone counselling line or WhatsApp / SMS must remain responsive to employee / family / household member calls or texts irrespective of whether the employee / family / household member has data / airtime, i.e. "call back service" must be provided.
	p) The Call Centre must have appropriate technology / software to enable the successful bidder to monitor calls received and provide details of calls received including answer rates and number of calls dropped (i.e. telephony system and reports).
4.2.2	COMMUNICATION, INFORMATION AND ADVOCACY SERVICE
	The successful bidder must provide the following communication, information and advocacy services:
	a) Present in-person advocacy sessions to people managers or employees, when needed, to provide them with the necessary information and skills to utilise the EHW programme. The advocacy sessions should <i>inter alia</i> the address / include the following: <ul style="list-style-type: none"> • Access to the EHW services; • Conduct a formal and assisted referral; • Capacitating people managers to identify vulnerable employees; • Have crucial conversations in the workplace; and • Information desk on all EHW services (upon request of departments).
	b) Providing the following communication and information material: <ul style="list-style-type: none"> • Annual Marketing Plan and Communications Plan including annual health calendar submitted within two (2) months from the award of the contract and thereafter on the anniversary of the contract; • Co-branded monthly newsletters (in electronic format) addressing the National and Provincial Health Calendar matters, emerging trends and / or any other EHW matters requested by the WCG must be submitted to the WCG on the last business day of the previous month; and • Provisioning of posters in electronic format (with the first posters to be provided within two (2) months from the award of the contract and thereafter on the anniversary of the contract) and "desk

	<p>drops" (short articles / messages / infographics) sent to WCG personnel via email to advertise the EHW services or information to highlight an intervention or campaign upon request.</p> <p>Late submission of a plan / newsletter / poster / desk drop / short article / infographic will incur a penalty of R300 per day for each business day of the delay until actual delivery of the plan / newsletter / poster/ desk drop / article / infographic concerned.</p>
4.2.3	ACCOUNT MANAGEMENT
	<p>The successful bidder will provide an account management and advisory service that will comply with the following requirements:</p> <p>a) The WCG to have access to ongoing client management and consultancy services to co-ordinate the programme and to ensure that stringent service provider procedural, clinical, feedback and customer service requirements are met (thereby maximising efficiency and accountability).</p> <p>b) The successful bidder must maintain an ongoing, coordinated system of consultation with the WCG to effectively grow and develop a dynamic EHW initiative for the WCG.</p> <p>c) In partnership with the EHW components of the WCG, as previously stipulated, the successful bidder will manage the contract efficiently, accurately, and with a personal touch (including communication, implementation, co-ordination, service delivery, data analysis and reporting). The successful bidder will handle every aspect of the administrative process through comprehensive management systems and protocols. However, extensive consultation with and reporting to WCG offices as mentioned above (according to agreed-upon criteria) is expected as part of the process.</p> <p>d) The successful bidder must appoint one (1) account manager for the WCED and two (2) account managers for the CSC departments. The skills required from the account managers are problem solving, customer care, time management, responsiveness, data analysis and analytical skills.</p> <p>e) The Account Managers must be available for monthly meetings with the EHW teams to discuss programme improvement, applicable topics and themes as identified in the quarterly reports and within the organisation at large. These meetings must aim to further build the partnership between the successful bidder and the internal EHW practitioners. The account managers must be responsive and available for ad-hoc meetings within at least a twelve (12) hour</p>

	notification, however, response via text should have an immediate turnaround time.
	f) The Account Managers will be expected to collaborate with EHW components to brainstorm initiatives, customised interventions and referrals.
	g) The Account Managers must be available for monthly meetings with the WCG EHW practitioners and officials from Supply Chain Management) (for either virtual or in person meetings) to discuss invoicing for the work done and progress made related to the contract.
4.2.4	REPORTING
	The successful bidder must provide a range of reports, as part of the services, which complies with the following requirements:
	a) A Business Intelligence System (BIS) must be used to collect detailed information about every case managed by the EHW programme i.e., psychologists / social workers and every case seen on- or off-site by the psychologists / social workers. Data analysis systems must maximise reporting efficiency.
	b) Daily dashboard reports must be submitted to the WCG on a weekly basis and should preferably be accessible via an online application (i.e., downloadable) providing dynamic data. These reports must include daily statistics / data of all EHW services used during the month of reporting (as specified in the "Contact Centre Dashboard – Weekly Report (Dashboard)", attached hereto, marked Annexure C) up to the particular day that the report is drawn / delivered.
	c) The monthly utilisation reports will conform to the following structure and provide the following content: Structure (i) WCED - per district (1 X Overall report for WCED, including a breakdown of services rendered to Head office and the district offices); (ii) CSC departments – 1 X combined report providing breakdown of services rendered per department. Content The monthly reports must include details of the Primary Services (A&B) rendered i.e., utilisation rate, prominent issues employees grappled with, high risk cases / Flagged Emergencies, psycho-social support and/or other interventions with specific reference to the following: (i) Number of employees and dependents assessed per department for psychosocial stressors and referred for a wellness intervention;

- (ii) Number of telephone counselling and WhatsApp/SMS services, indicating employees and household/dependent members;
- (iii) Number of cases resolved through telephonic counselling, e-mail or WhatsApp;
- (iv) Number of telephonic counselling cases, referred for face-to-face counselling (indicating employees and household members);
- (v) Case management activities (breakdown) including cases referred to another service provider or institution for further support (for example referral to specialised service providers such as rehabilitation centres);
- (vi) Number of pending cases and number of cases resolved;
- (vii) People Manager utilisation (self vs suggested / formal referrals of employees);
- (viii) High risk cases/ Flagged Emergencies (number and issues);
- (ix) Top 5 presenting issues for employees and key issues for people managers (self and team members);
- (x) Number of face-to-face counselling (indicating employees and Immediate Family / Household Members);
- (xi) Number of group interventions with topics against delivery method e.g., hybrid, online or on-site;
- (xii) Number of trauma and critical incident counselling (report on work related trauma versus trauma experienced in personal space);
- (xiii) Number of group therapeutic sessions and objectives;
- (xiv) Number and type of team services and interventions;
- (xv) Number of Communication, Information and Advocacy services;
- (xvi) Number of Occupational Therapeutic services;
- (xvii) Themes from the feedback reports related to the group interventions including participant profile, trends and recommendations (transversal / departmentally) for e.g. people managers versus employees;
- (xviii) Monthly client satisfaction rate / feedback in relation to the Call Centre (including services requested via USSD, WhatsApp and email);
- (xix) Client satisfaction rate / feedback in relation to all counsellors rendering counselling services in accordance with these terms of reference; and
- (xx) Monthly call answer rate.

In terms of monthly reports, these must be submitted within seven (7) business days after the last calendar day of the reporting month. Late submission of reports will incur a penalty of R500 per day for each business day of the delay until actual delivery of the report concerned. In the event of the WCG providing feedback requiring edits to the monthly reports, the successful bidder must provide a final updated report within 3 (three) business days. The late submission of a final report will incur a penalty of R300 per business day, per report.

d) **Periodic Reports** (4 X Quarterly Reports and 1 X Annual Report) for each department, a combined CSC and a combined WCG report must be submitted to the EHW managers and must provide the following aspects:

- (i) Trend analysis (i.e. usage of the services as it relates to, *inter alia*, total engagement; employee profile; managerial participation; prevalent cases; risk cases; lifestyle habits; team wellness audits; group therapeutic sessions; organisational impact; recommendations in relation to departmental and Transversal EHW profile) and comparative analysis (Quarterly / annual comparison of similar periods of previous quarter or financial year);
- (ii) Triangulation of other organisational EHW related information to be provided to the successful bidder by the WCG, such as absenteeism, incapacity leave, reasonable accommodation, labour relations matters and any other matters identified through surveys conducted by either the WCG or the successful bidder; and also, data from WCG Department Health and Wellness);
- (iii) Predictive analytics and intelligence (trend analysis to guide predictive analytics and recommendations; data intelligence must form part of data analysis to make recommendations thereby creating a holistic view of EHW programme); and
- (iv) Benchmark on total engagement statistics / trends against other Provincial Governments in the country or with National Departments that have the same number of employees as the WCG.

In addition, the periodic reports must provide feedback in relation to the Call Centre service (including services requested via USSD, WhatsApp and email) as well as counselling services in accordance with these terms of reference.

Finally, the periodic reports must conform to the following structure and provide the following content:

Structure

Departmental reports will reflect each department's unit of analysis as indicated below:

- (i) WCED: Head Office per Chief Directorate and Districts (Metropole Central, Metropole East, Metropole North, Metropole South, Eden/Central Karoo, Overberg, Westcoast, Cape Winelands);
- (ii) Department of Social Development (in the CSC): Head Office per Chief Directorate and Regions / Districts (Metropole East, Metropole North, Metropole South, Cape Winelands Overberg, Eden Karoo, West Coast); and
- (iii) Other CSC departments: per Chief Directorate or business unit.

Note: During the contractual period, organisational structure changes may occur from time-to-time and will be communicated and confirmed with the service provider in advance.

Content

The following biographical information must be included in these reports, if possible: age, gender, and occupational groups (e.g. educators, other professionals administrative) and status (e.g. people manager, employee or Immediate Family / Household Member).

Integrated Reports for the WCG

The Department of Health and Wellness ("DOHW") will not be participating in this transversal bid as the DOHW will procure its own service provider to implement EHW deliverables. Notwithstanding the above, the successful bidder of this bid is required to integrate the quarterly and annual data provided by the DOHW into the quarterly and annual reports prepared in terms of this paragraph 4.2.4 (d) so as to provide the WCG with a holistic view of the EHW engagement including trends and recommendations in the province.

- e) The Periodic reports (quarterly and annual) must be provided / accessible within fifteen (15) business days after the last calendar day of the reporting period. *Ad hoc* reports e.g. youth, mental health or gender-based violence may be requested from the successful bidder with an expected turnaround time of five (5) business days. Late submission of reports will incur a penalty of R500 per day for each business day of the delay until the actual delivery of the report concerned. In the event of the WCG providing feedback requiring edits to the report concerned, the successful bidder must provide a final updated report within 3 (three) business days after receiving such feedback. The late submission of a final report will incur a penalty of R300 per business day, per report until the actual delivery of the report.
- f) A Senior Manager from the successful bidder must support the WCG EHW management teams in providing feedback on each quarterly / annual report to each provincial department. The successful bidder must also prepare a PowerPoint / slide deck presentation in aid of each feedback session, which presentation must be submitted to the relevant WCG EHW management team 5 (five) business days prior to the meeting concerned.
- g) A Senior Consultant must provide training and transfer of skills to the WCG EHW Practitioners so that they could present the feedback reports to the client Departments as mentioned in paragraph 4.2.4 (f) above.

PRIMARY SERVICES (B): DETAILS PER SERVICE REQUIREMENT (TO BE CHARGED AS UTILISED AT A FIXED RATE PER SESSION)	
4.2.5	FACE-TO-FACE COUNSELLING
	<p>The successful bidder must provide a face-to-face counselling service that will comply with the following requirements:</p> <ul style="list-style-type: none"> a) Appropriate referrals, aftercare, follow-up, integration, rehabilitation of WCG employees who were identified during the telephonic counselling session for face-to-face counselling. b) Between four to six face-to-face counselling sessions to be available per issue per year for each person eligible to use the EHW face-to-face counselling service, with an additional two (2) sessions, if required. c) Every case should be overseen by a Case Manager who must ensure that the appropriate operational procedures and clinical protocols are adhered to. d) The successful bidder must provide a multi-lingual (Afrikaans, English and isiXhosa), multicultural network of Psychologists and Social Workers throughout the Western Cape. These Counselling Affiliates must be registered with the HPCSA and/or SACSSP to conduct face-to-face counselling and must each have a minimum of three years' practical counselling experience. The successful bidder must maintain an updated list of its network of Counselling Affiliates using the template in Annexure D, which document must at least be updated on an annual basis. e) In so far as Social Services Professionals, Traffic Officers, and Community Development Workers are concerned, the successful bidder must provide a Clinical Psychologist registered with the HPCSA to conduct face-to-face counselling. The names of these professionals must be listed in Annexure D. f) Although the management of the face-to-face counseling service may not be outsourced, a network of Counselling Affiliates may be independently contracted and must be well equipped to manage the challenges confronting WCG employees. The successful bidder must ensure that services are of the highest quality and ethical standards are maintained at all times including services rendered to persons with disabilities. These Counselling Affiliates must adhere to the clinical protocol of the counselling process, including self-referrals and formal referrals, as agreed upon.

	<p>g) When referrals are made for counselling, the WCG employee will be contacted by the psychologist or social worker within 24 hours of referral. The first face-to-face consultation must take place within seven (7) business days of referral (average 4 days).</p> <p>h) In cases of formal referrals (i.e. where a WGC EWH practitioner or people manager refers an employee to the successful bidder for face-to-face counselling) the successful bidder must provide a feedback report to the referrer within ten (10) business days after completion of the last session. Such feedback reports must include practical recommendations for the people manager of employee concerned and must be quality assured by the relevant case manager before submission to the referrer. A penalty of R500 per day will apply for any late submission of a report related to formal referrals (i.e. the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report). In the event of the WCG providing feedback requiring edits to the report on formal referrals, the successful bidder must provide a final updated report within three (3) business days. The late submission of a final report will incur a penalty of R300 per business day, per report.</p> <p>i) The Counselling Affiliates (psychologists and social workers) must physically be based in the Western Cape. The face-to-face counselling sessions must be held at the rooms of the Counselling Affiliate or the successful bidder. The counselling rooms must be accessible and within easy access to the employees of the WCG in major cities and suburbs in the Western Cape. Online counselling should only be offered in cases where the client prefers such method. Should the employee, requiring face-to-face counselling, reside in a rural area that does not have easy access to a psychologist or social worker, the successful bidder must request a Counselling Affiliate to travel to the employee concerned, at no additional cost to the WCG. Furthermore, due to operational requirements, psychologists and social workers must be available for face-to-face counselling outside standard office hours to accommodate teachers, shift workers or any other employee who are not able to attend counselling during standard office hours (e.g., counsellors should meet such employees between 4pm - 8pm; 6am - 7am; or over weekends).</p> <p>j) In terms of skills mix and geographical spread, the successful bidder must have an extensive Counselling Affiliate database that could provide face-to-face counselling that consists of registered Psychologists and Social Workers, however, in terms of Clinical Psychologists, the minimum number of Clinical Psychologists are required as outlined below:</p>
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	<ul style="list-style-type: none"> • 6 X Clinical Psychologists in the City of Cape Town (across the 4 Metropoles); and • 2 X Clinical Psychologists for each of the five districts mentioned in paragraph 2.3 above. <p>k) The successful bidder must implement an evaluation system to provide the employee / family member, receiving counselling services in accordance with the requirements of these terms of reference, an opportunity to rate the counsellor concerned. Feedback in this regard must be reported to the WCG in its monthly / quarterly and annual reports. The WCG reserves the right to request the successful bidder to remove a Counselling Affiliate from its list in the event of repeated complaints of unprofessional conduct on the part of a particular Counselling Affiliate.</p>
	<p>l) Complaints related to poor services from Counselling Affiliates, must be investigated by the successful bidder whereafter a feedback report must be provided to the WCG within five (5) business days from the date of the complaint. The WCG reserves the right to seek remedial action if similar complaints are lodged, which may include a request for the removal of a Counselling Affiliate from its list in the event of repeated complaints of unprofessional conduct on the part of a particular Counselling Affiliate. A penalty of R500 per day will apply for any late submission of a report in this regard (i.e. the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report).</p>
4.2.6	TRAUMA AND CRITICAL INCIDENT COUNSELLING
	<p>The successful bidder must provide trauma and critical incident counselling services that will comply with the following requirements:</p> <p>a) A team of trauma specialists to assist the WCG with comprehensive trauma response services to competently manage and cope with crisis and trauma situations.</p> <p>b) Critical incident services include trauma management planning, immediate on-site incident containment, management and support; debriefing and counselling; and recovery support.</p> <p>c) When trauma containment and / or debriefing is required after a critical incident, the successful bidder must immediately (no later than 3 hours after the incident) dispatch psychologists, social workers and, in respect of the occupations referred to in paragraph 4.2.6 (d), Clinical Psychologists, with trauma counselling expertise for on-site containment (irrespective of the number of people affected), as well as communicate its action plan to support the employee/s concerned.</p>

	<p>Feedback regarding the trauma containment session and debriefing action plan (where a debriefing session is required) will be provided to the relevant manager no later than three (3) hours after the containment session. If there is a need for a debriefing session, such session must take place within 72 hours after the incident.</p>
	<p>d) Unique requirements for certain occupations must be catered for with regards to trauma debriefing. These employees are exposed to dangerous situations and are regularly exposed to traumatic incidents (e.g., Social Service Professionals, Traffic Officers, and Community Development Workers). In so far as these specific occupations are concerned, the successful bidder must provide a Clinical Psychologist registered with the HPCSA to conduct the Trauma and Critical Incident Counselling.</p>
	<p>e) Reports related to critical incident debriefing sessions must be quality assured by the case manager and submitted to the referring manager within five (5) business days. A penalty of R500 per day will apply for any late submission of a report related to trauma or critical incident counselling (i.e., the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report). In the event of the WCG providing feedback requiring edits to the feedback reports, the successful bidder must provide a final updated report within 3 (three) business days. The late submission of a final report will incur a penalty of R300 per business day, per report.</p>
	<p>f) Although the management of the trauma and critical incident counselling service may not be outsourced, a network of Counselling Affiliates may be independently contracted. The successful bidder must ensure that it appoints a sufficient number of trauma specialists registered at the HPCSA as Psychologists or SACSSP as social workers, each having a minimum of three years' practical trauma counselling experience, on a retainer basis to ensure 24/7/365 availability of trauma specialists.</p> <p>The successful bidder must maintain an updated list of its network of Counselling Affiliates (including Clinical Psychologist registered with the HPCSA) to conduct the Trauma and Critical Incident Counselling using the template in Annexure D, which document must at least be updated on an annual basis.</p>
	<p>g) As stated in paragraph 4.2.1(i) above, the telephone line or WhatsApp facility must remain responsive to employee calls or text for trauma and critical incident counselling irrespective of whether the employee has data/airtime, i.e., "call back service" must be in place.</p>
	<p>h) The successful bidder must implement an evaluation system to provide the employee, receiving counselling services in accordance with the requirements of this paragraph 4.2.6, an opportunity to rate the</p>

	<p>counsellor concerned. Feedback in this regard must be reported to the WCG in its monthly / quarterly and annual reports. The WCG reserves the right to request the successful bidder to remove a Counselling Affiliate from its list in the event of repeated complaints of unprofessional conduct on the part of a particular Counselling Affiliate.</p>
	<p>i) Complaints related to poor services from Counselling Affiliates in providing trauma and critical incident counselling, must be investigated by the successful bidder whereafter a feedback report must be provided to the WCG within five (5) business days from the date of the complaint. The WCG reserves the right to seek remedial action if similar complaints are lodged, which may include a request for the removal of a Counselling Affiliate from its list in the event of repeated complaints of unprofessional conduct on the part of a particular Counselling Affiliate. A penalty of R500 per day will apply for any late submission of a report in this regard (i.e., the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report).</p>
4.2.7	<p>PSYCHO-SOCIAL DEVELOPMENT INTERVENTIONS</p>
	<p>The successful bidder must provide the following Psycho-social development interventions:</p>
	<p>a) To provide for a range of interventions that support the psycho-social development of our WCG employees. These interventions are customisable and responsive to trends emerging from EHW reports for WCG and that can address psycho-social and socio-economic issues.</p>
	<p>b) Psycho-social development interventions vary in depth and time allocation to create leverage and build capacity with employees and managers as required, rather than to do a one-size-fits-all.</p>
	<p>(i) Thirty minutes to One-hour Interventions</p> <p>The successful bidder must present interventions lasting between thirty minutes and one hour which are aimed at providing basic information, give guidance and practical tips / tools related to the topic concerned. These interventions, which may include presentations, speeches, sessions and webinars, are aimed at being short introductory sessions to stimulate interest through information and education. The topics covered must be structured in a manner that is impactful to ensure that the most essential details are provided within the allotted time. Such sessions do not have to cover the full ambit of the topic but should leave the audience with reference or source material on where to obtain more detailed information.</p>

(ii) **Two - Three Hour Interventions**

The successful bidder must provide two (2) to three (3) hour interventions, providing a more in-depth understanding of specific EHW topics. The WCG may request that these interventions be presented in the form of a workshop, conference, symposium or webinar.

The two (2) to three (3) hour interventions are aimed at providing practical guidelines, tools and techniques for building skills related to the topic. It will be expected that the intervention is based on accepted methodology/ model that is updated and relevant for the topic. These interventions must be facilitated in a manner that stimulates discussion, interaction and learning amongst the audience. For example, a case study or scenario applicable to the topic could be used to achieve this. The audience should be left with a deep understanding of the topic, practical tools they can refer to, and referrals to further their learning and skills in this area.

(iii) **Four-Six Hour Interventions**

The four (4) to six (6) hour interventions are aimed at providing a much deeper and immersed learning experience and in-depth exploration and understanding of the topic. The WCG may request that these interventions be presented in the form of a workshop, conference, symposium or webinar.

It will be expected that the intervention is based on accepted methodology / model that is updated and relevant and must be facilitated in a manner that enables deep self-awareness and personal capacitation. An assessment tool / questionnaire / survey may form part of the intervention to deepen personal awareness or discovery, provided that this is relevant to the topic. These interventions must move beyond information and self-awareness and must include tools and techniques to be used by employees to acquire new insights and skills. Employees should also be provided an opportunity to practice new skills. Employees should also be encouraged to apply their new skills after the session in order for new habits or behavioural change to occur. The audience should be left with an embedded understanding of the topic and be provided with practical tools they can refer to, and referrals to further their learning and skills in this area.

c) The possible topics for these 1 to 6-hour interventions include the following (but not limited to):

- Substance abuse;
- Financial agility;
- Stress management;

- Caring for elderly parents;
- Nutrition and Healthy Lifestyles;
- Physical wellbeing: high blood pressure and stroke; diabetes; nutrition; respiratory ailments; allergies; cancer; mental illnesses; long COVID; children's health; fitness programme, TB Management, Cancer, HIV and AIDS, mental health conditions, lifting techniques (back care);
- Stress and Burnout;
- Trauma and grief;
- Marital contracts and legalities of divorce;
- Legalities related to debt, garnishee orders and financial administration;
- Psychological capital and change/adjustment;
- Reset, reconnect and renew post COVID;
- Growing around grief;
- The science of happiness;
- Conflict management and mediation;
- Positivity and Growth Mindset;
- Self-Awareness and self-care;
- Reasonable Accommodation;
- Relationship Building;
- Developing Effective Communication Skills;
- Diversity Awareness and Management including neurodiversity;
- Change and the new way of work;
- Parenting Modern Families including parenting skills for children of different age groups;
- Work-Life Integration;
- Retirement Planning;
- GRIT, Building Resilience and coping strategies;
- Emotional Intelligence;
- Forming positive habits;
- Mental wellbeing and agility;
- Grounding exercises: breathing; meditation; mindfulness; visualisation;
- Fitness activities: such as desk/office exercise; yoga, pilates and Zumba;
- Psychological safety in the workplace;
- Fatigue management;
- Managing challenging teams;
- Having difficult conversations;
- Creating flourishing teams;
- Managing intergenerational differences;
- Neurodiversity;
- Trauma containment;
- Motivating self and others;
- Responsive leader in crises;
- Authentic Leadership and the impact on wellbeing;

	<ul style="list-style-type: none"> • Self-care and burnout amongst managers; • Engagement and compassion; • Team Cohesion and Connectedness; • Me in a team; • Interpersonal competency; and • Supporting a colleague with a debilitating medical condition. <p>d) In addition, customised interventions may be required for emerging issues such as the occurrence of a natural disaster or a pandemic, an EHW champion programme, the annual EHW Mental Health Conference or any other needs as identified by the WCG. The WCG will specify the appropriate time allocation of the requested intervention, which will be co-designed between the EHW components of the WCG and the successful bidder.</p> <p>e) For the two (2) to six (6) hour interventions, a pre- and post-assessment (assessing level of knowledge of the participants) must be conducted in accordance with the objectives of the session, which analysis and themes must be addressed in the feedback report to be submitted to the referring manager. The report must also record the number of participants, specifically indicating the number of people managers attending the intervention. The successful bidder must also include the themes and trends identified during the assessments conducted in the monthly and periodic reports referred to in paragraph 4.2.4.</p> <p>f) The successful bidder must implement a system to ensure that the facilitators are prepared for the intervention. The successful bidder must furthermore quality assure the PowerPoint presentation and relevant material used during the intervention. Finally, the successful bidder must do random checks during the intervention sessions held (2 to 6-hour interventions) to ensure that the facilitation style and presentation given is of a professional standard and that it meets the client's needs and expectations.</p> <p>g) All the interventions / workshops / sessions will be held in person at a venue determined by the WCG. The WCG, as per the need, may request online interventions via MS Teams or interventions after hours to accommodate certain occupational categories and due to operational requirements.</p> <p>h) The successful bidder must provide an outline of the learning objectives plus the level of learning of each intervention referred to in paragraph 4.2.7 (c) within 30 (thirty) calendar days of the award of the contract and on an annual basis thereafter. An outline for customised interventions must be provided within seven (7) business days from receipt of a written request from the WCG. A penalty of R300 per day will apply for the late submission of an outline (i.e. the WCG will impose</p>
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	<p>a penalty of R300 per day for each business day of the delay until actual delivery of the outline).</p>
	<p>i) Feedback reports must be submitted to the WGC EWH practitioner after every intervention (except the 30 minute - one (1) hour sessions). Reports for must contain an evaluation of observations, trends and recommendations for the people manager(s) of the participants to consider as a way forward. Reports for the interventions must be submitted within ten (10) working days after the intervention. A penalty of R500 per day will apply for the late submission of a report (i.e., the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report). In the event of the WCG providing feedback requiring edits to the feedback reports, the successful bidder must provide a final updated report within three (3) business days. The late submission of a final report will incur a penalty of R300 per business day, per report.</p>
	<p>j) It should be noted that some occupations (e.g., Social Service Professionals, Teachers and Traffic Officers) are aligned to shift work or due to operational requirements, are only available after hours. To ensure that WCG employees are equally capacitated, the successful bidder must be willing to accommodate the WCG employees in these occupations when providing psycho-social development interventions. The successful bidder must, for example, be prepared to provide interventions after hours (inclusive of weekends), which will be confirmed and arranged in advance, at no additional cost to the WCG.</p>
	<p>k) The WCG reserves the right to influence and contribute to the content of Psycho-social development Interventions prior to presentation. Where the successful bidder does not have training material available in respect of a requested topic, the WCG may assist / give input to the content of the presentation for such interventions. All training material used in the interventions must be co-branded with the WCG and the successful bidder's logos and, where developed on request of the WCG, will be the property of the WCG.</p>
	<p>l) Although the management of the Psycho-social development intervention service may not be outsourced, a team of facilitators may be independently contracted. The team of facilitators used by the successful bidder must consist of industry experts that are familiar with behavioural change or team dynamics and include (but not limited to) the following professionals:</p> <ul style="list-style-type: none"> • a general medical doctor; • clinical psychologist; • financial expert / debt counsellor; • family and parenting expert;

	<ul style="list-style-type: none"> • dietitian; exercise expert; • personal law expert; and • occupational therapist. amongst others. <p>The WCG may make requests for a specific industry expert with specialist knowledge and skills in a specialised area. Such request will be submitted fourteen (14) business days in advance of intervention concerned, which interventions must be presented at the prices quoted in the Pricing Schedule in respect of Psycho-social development interventions. This service must be provided by a multi-lingual (Afrikaans, English and isiXhosa), multicultural network of facilitators representative of the Western Cape demographics. The selected facilitators must have the appropriate knowledge and skills to conduct the requested interventions and must <i>inter alia</i> have experience in (i) EHW in relation to the workplace, (ii) wellbeing issues, (iii) facilitation of workshops and (iv) presentations.</p>
	<p>m) For transversal interventions or certain departmental interventions, the WCG may request a briefing session with the facilitators concerned, prior to the intervention concerned, to ensure that the needs, objectives and expectations of the WGC are addressed. These briefing sessions must be attended at no additional costs to the WCG.</p>
	<p>n) Toolkits, presentations and /or techniques as handouts must be available to participants of the 2 to 6-hour sessions as a resource for goal achievement or practicing new behaviours.</p>
4.2.8	<p>GROUP THERAPY FOR EMPLOYEES WORKING IN HIGH RISK / VOLATILE ENVIRONMENTS</p>
	<p>When required, the successful bidder must provide group therapeutic facilitation that will comply with the following requirements:</p>
	<p>a) Provide one (1) hour group therapeutic sessions to a maximum of eight (8) sessions at a time, for employees working in high risk or volatile environments e.g. traffic officers and social service professionals, which sessions will be held on-site and attended by a maximum of twelve (12) employees.</p>
	<p>b) Provide an app facility e.g., WhatsApp, for officials who would like to interact on a one-on-one basis with a counsellor (psychologist or social worker).</p>
	<p>c) Although the management of the group therapeutic facilitation service may not be outsourced, a team of facilitators may be independently contracted. The facilitating therapists must be competent and skilled with no less than three years' experience in facilitating group therapy sessions (talk therapy) and must be registered</p>

	with the HPCSA as a Clinical Psychologist with at least three years' experience in psychological trauma or vicarious trauma.
	d) As an alternative to talk therapy and based on the need, the successful bidder may be required to provide alternative proven modalities of therapy such as music therapy e.g., drumming or art/writing therapy.
	e) The successful bidder must prepare feedback reports, which have been quality assured, within ten (10) business days after the group therapeutic intervention has been completed, referring to core themes emanating from the group therapeutic intervention and include recommendations. A penalty of R500 per day will apply for any late submission of a report related to group therapeutic services (i.e. the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report). In the event of the WCG providing feedback requiring edits to the feedback reports, the successful bidder must provide a final updated report within three (3) business days. The late submission of a final report will incur a penalty of R300 per business day, per report.
4.2.9	TEAM SERVICES AND INTERVENTIONS
	When required, the successful bidder must provide the following services to teams:
	<p>a) Team wellness assessments / audits</p> <ul style="list-style-type: none"> (i) Conduct focused sessions with a team (maximum 20) however, if there are issues of distrust in the team, a survey may be conducted as an alternative method in assessing the underlying issues in the team; (ii) Identify team wellbeing temperature and themes; (iii) Provide a feedback report including recommendations that speak to the real underlying issues, which issues must be categorised (e.g., structural, operational, performance, relationship and / or power issues); (iv) The feedback reports must be quality assured before submission to the referring manager within ten (10) business days after the assessment / audit has been completed. A penalty of R500 per business day will apply for any late submission of reports related to Team Wellness Audit Service (i.e., the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report). In the event of the WCG providing feedback requiring edits to the feedback reports, the successful bidder must provide a final updated report within three (3) business days. The late submission of a final report will incur a penalty of R300 per business day, per report;

	<ul style="list-style-type: none"> (v) After the completion team assessment / audit, the facilitator concerned must present the feedback report to the referring manager in conjunction with the relevant EHW practitioner; (vi) The professionals appointed to conduct team wellness assessments / audits must at least have 3 years' relevant experience, and appropriate public sector knowledge and experience in relation to team diagnostics and team dynamics; (vii) All team wellness audits must be conducted on-site at a venue provided by the WCG.
	<p>b) Conflict Mediation for two (2) individuals must be provided as part of the clinical services and must consist of the following:</p> <ul style="list-style-type: none"> (i) The conflict mediation intervention must be facilitated by an experienced conflict mediator with at least 3 years' relevant experience in conflict mediation; (ii) The intervention must consist of debriefing sessions of one (1) hour each per individual and a joint session with both parties of up to a maximum of four (4) hours, which may include looking at shared purpose, managing interpersonal conflict and the way forward, (iii) A feedback report that has been quality assured, must be submitted to the referring manager within ten (10) business days after the conflict mediation intervention has been completed. A penalty of R500 per day will apply for any late submission of a report related to conflict mediation services (i.e., the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report). In the event of the WCG providing feedback requiring edits to the feedback reports, the successful bidder must provide a final updated report within three (3) business days. The late submission of a final report will incur a penalty of R300 per business day, per report; and (iv) Mediation sessions will be held on-site at a venue supplied by the WCG.
	<p>c) Although the management of the team services and interventions may not be outsourced, a team of appropriately qualified professionals may be independently contracted.</p>
SECONDARY SERVICES (A): DETAILS PER SERVICE REQUIREMENT (TO BE CHARGED AT A FIXED RATE PER CASE / SESSION / HOUR ACCESSED ON AN "AS AND WHEN" BASIS)	
4.2.10	OCCUPATIONAL THERAPEUTIC SERVICES
	<p>The successful bidder must provide Occupational Therapeutic Services that will comply with the following requirements:</p> <ul style="list-style-type: none"> a) When required, the successful bidder must provide for Occupational Therapists registered with the HPCSA that render Occupational Therapeutic assessments for any employee who has been afflicted

	with injury, mental, physical or medical condition affecting his / her job performance and there is a need for reasonable accommodation.
	<p>b) The occupational therapeutic service must include:</p> <ul style="list-style-type: none"> (i) Providing an advisory role during the screening process after an employee requested reasonable accommodation and before formal referral for a workplace functional assessment. (ii) Assistive Devices: Conduct an assessment where a request has been made for assistive devices within five (5) days of request and to provide a feedback report within ten (10) days to the referring manager recommending appropriate assistive device/s, which report has been appropriately quality assured by the successful bidder. (iii) Functional Assessments: Conduct either a functional workplace assessment, ergonomic workstation evaluation or job access investigation within two (2) weeks of receiving a request. (iv) Provide job coaching through information resources and professional guidance on managing disability matters in the workplace to both the employee and the referring manager, if required. (v) Provide occupational advice on re-integration of employees with medical/ chronic challenges back into the work environment. (vi) Provide and discuss the feedback report to the respective referring manager and respective EHW component in respect of each case within ten (10) business days after completion of the of the Functional Assessment has been conducted. Two reports are required: i) Redacted report with only the findings and recommendations to the referring manager; and ii) A detailed report for the EHW Practitioner. These reports must be, appropriately quality assured by the successful bidder. A penalty of R500 per report, per day will apply for any late submission of reports related to Functional Assessments (i.e., the WCG will impose a penalty of R500 per day for each business day of the delay until actual delivery of the report).
SECONDARY SERVICES (B): DETAILS PER SERVICE REQUIREMENT (TO BE PROVIDED ON A QUOTATION BASIS)	
4.2.11	INTEGRATED HEALTH RISK ASSESSMENTS
	<p>a) When required, the successful bidder may be required to conduct any of the following Integrated Health Risk Assessments:</p> <ul style="list-style-type: none"> (i) Organisational Climate Survey (Climate, Knowledge, Attitude and Perception surveys); (ii) Health & Safety Risk Assessments (Occupational Health Assessments). WCG may prescribe the assessment requirements when the service is requested;

	<ul style="list-style-type: none"> (iii) Occupational Hygiene Assessments; and (iv) Organisational Surveys i.e., Employee engagement surveys; stress/burnout survey, Health Risk Profile typically conducted every two years.
	<ul style="list-style-type: none"> b) The assessments will be procured on a quotation basis as required. <ul style="list-style-type: none"> (i) In such cases, Provincial Departments will take responsibility for the preparation of specifications and procurement via the successful bidder. (ii) The WCG reserves the right to reject / decline the quotation received. (iii) The WCG reserves the right to source alternative service providers as required.

5. PHASE 1 (A): COMPULSORY CONDITIONS OF BID

5.1 Each bidder must indicate with an “X” in **Table 2** below whether it complies with the compulsory conditions of the bid (to the extent that these are applicable to the bidder). Bid documentation must be supported with the relevant evidence set out for each of the requirements indicated in **Table 2** below. In the event that a bidder fails to indicate with an “X” whether it complies with the compulsory conditions of the bid set out in **Table 2** below, it will be assumed, unless the bid documents indicate otherwise, that the bidder does not comply with the compulsory conditions of the bid set out in **Table 2** below. Unless otherwise indicated in Table 2 below, any bidder that does not comply with the compulsory conditions of bid applicable to its bid, and/or **any bidder that does not provide the evidence requested below in respect of its bid, will not proceed to the evaluation phase** of this tender process.

Table 2: Compulsory Conditions of Bid

COMPULSORY CONDITIONS OF BID		Compliance	
		YES	NO
5.1.1	<p>Each bidder must have an existing functional EHW Call Centre in South Africa, which provides EHW Call Centre services and have done so for at least two (2) years in the past. In this regard, please provide details of the following:</p> <ul style="list-style-type: none"> a) The physical address of the EHW Call Centre; b) Indication of how long the EHW Call Centre has been in operation (i.e., How long the Call Centre has been providing EHW services); 		

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	<p>c) Call Centre infrastructure including technology utilised, which will ensure that the bidder is able to respond to large volumes of telephonic calls; and</p> <p>d) A list the qualified and professionally registered psychologists or social workers that conforms in all material respects to the resource matrix set out in Annexure B and that is responsive to the requirements as set out in paragraph 4.2.1 above, read with paragraph 5.1.6 below.</p> <p>To be included in Envelope 1 together with technical proposal.</p>		
5.1.2	<p>Each bidder must demonstrate in its bid that it has proven experience in delivering an EHW service (preventative and remedial) as it relates to the Primary Services (i.e. experience in providing Call Centre services, managerial consulting management of face-to-face counselling services, management of Trauma and Critical Incident counselling services, training and development (psycho-social interventions), contract management and performing communication and marketing) at least at enterprises / organisations having a minimum of 1,000 employees per enterprise / organisation in the past by providing the following with its bid documents:</p> <p>(i) A minimum of 3 (three) contactable references using the Contactable References List template attached hereto as Annexure E, which references must be able to provide information on relevant services undertaken by the bidder concerned in the past; <u>and</u></p> <p>(ii) An original reference letter from each contactable reference that is cited in Annexure E that details in full the matters as set out; <u>or</u></p> <p>(iii) In the absence of an original reference letter for each contactable reference that is cited in Annexure E, a sworn affidavit deposed to by an authorised representative of the bidder concerned (in the format set out in Annexure F hereto) for each contactable reference that does not or cannot provide an original reference letter, which sworn affidavit must comply with the requirements set below.</p> <p>Each original reference letter or sworn affidavit provided (as the case may be) must at least detail the following in relation to services rendered by the bidder in the past:</p> <ul style="list-style-type: none"> • Scope of services / deliverables • Start date and duration of services • Number of employees of the organization / enterprise concerned • Resources used (i.e., quantity and description of resources) • Contract status (i.e., Completed / In Progress / Unfinished) 		

	<ul style="list-style-type: none"> Registered name of enterprise / organisation for which the services were undertaken Full name of a contact person within that enterprise / organisation Telephone number and email address for the said contact person Customer satisfaction level of the enterprise / organisation concerned (i.e., Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations) <p>The WCG reserves the right to contact any of these references to verify the information contained in Annexure E and the accompanying original reference letter or sworn affidavit (as the case may be).</p> <p><i>The Department prefers that bidders allocate a unique reference number (e.g., CR01) to each reference letter and each sworn affidavit provided and include such reference numbers for the corresponding enterprise / organisation in Annexure E so that it is easy to match reference letters and sworn affidavits with contactable references. No reference letters and sworn affidavits will be accepted after the closing date and time for the submission of bids.</i></p> <p>Note: Please note WCG will not supply a reference letter to bidders in this regard.</p>		
5.1.3	At least one (1) of the reference letters / sworn affidavits submitted in support of the conditions of bid contained in paragraph 5.1.2 above must show that the bidder has experience in providing the Call Centre Services to at least one organisation / enterprise with 15 000 or more employees.		
5.1.4	<p>Each bid must contain a comprehensive technical proposal that must include at least the following:</p> <ol style="list-style-type: none"> Company Overview and Profile; The range of EHW services provided; Understanding of WCG Requirements as it relates to the required services described in paragraph 4 above also illustrating how the services are to be delivered; Experience of the Executive Management Team; Track record and relevant experience in delivering the same or similar services contemplated herein; Innovations developed in rendering EHW services to stay relevant to client needs; Appendices; and Any other items the bidder wishes to add. <p>The technical proposal must be sealed in an envelope as follows:</p> <ul style="list-style-type: none"> The envelope must preferably be marked with the name of the bidder and entitled: "Technical Proposal: Bid Number 		

	<p>[FMA 0009 2023/24]". A failure to do so will not disqualify a bidder from having its bid evaluated further; and</p> <ul style="list-style-type: none"> The envelope must contain at least the following: <ul style="list-style-type: none"> (i) The comprehensive technical proposal; and (ii) All mandatory documents specified in this Table 2 excluding all mandatory documents specified in paragraph 5.1.20 below (i.e., excluding the financial proposal). 		
5.1.5	<p>Each bidder must demonstrate the ability to serve all clients in Afrikaans, English and isiXhosa when providing Call Centre services, face-to-face counselling, managerial consultancies, Trauma and Critical Incident counselling. As such, the language ability of each Call Centre team member and Counselling Affiliate must be included in Annexures B and D respectively, as stipulated in paragraphs 4.2.1 (j) and 4.2.5 (d). Names and details of registered professionals, who are able to provide the Primary Services in these languages (Call Centre team and Counselling Affiliate networks), must accompany the bid documents. Please indicate language ability and years of experience of each listed professional.</p>		
5.1.6	<p>In respect of the Call Centre team, each bid must contain a list of resources that conforms in all material respects to the resource matrix set out in Annexure B and that is responsive to the requirements set out herein. All resources required to deliver the required services as per the scope of service and deliverables set out in paragraph 4 above must be listed in Annexure B. Subject to paragraph 5.2 below, this list must contain the following information in respect of each Call Centre team member:</p> <ul style="list-style-type: none"> a) The full name and resource role; b) Years of relevant experience, c) Relevant qualifications (if applicable); d) Proof of registration* with the SACSSP and / or the HPCSA (as applicable); e) Language ability. <p>Each bid must at least contain the minimum number of resources determined per resource role (as specified in paragraph 4.2.1 (i) above) and must not include the same resource for more than one resource role. A copy of all qualifications (as applicable in terms of paragraph 4.2.1 above) per resource cited in Annexure B. Bidders must use the role descriptions detailed in paragraph 4.2.1 above when completing the list of resources (in the format as set out in Annexure B).</p> <p>No copies of qualifications (as applicable) or proof of registration with the SACSSP and / or the HPCSA will be accepted after the</p>		

	<p>closing date and time of the bid. In the event that the resource matrix provided does not expressly demonstrate that the resource concerned meets the applicable minimum competencies indicated for the relevant role in paragraph 4.2.1 above, it will be assumed, unless the bid documents indicate otherwise, that the resource concerned does not meet the applicable minimum competencies. The WCG reserves the right to request the preferred bidder to provide certified copies of the qualifications cited in Annexure D prior to award. Failure of the preferred bidder to submit such certified copies within 3 (three) business days after receiving the WCG's request in this regard will lead to the disqualification of that bidder's bid.</p> <p><i>*Proof of registration for verification purposes must be included either through the registration certificate, receipt of registration or proof that application to register has been submitted to these statutory bodies.</i></p>		
5.1.7	<p>In respect of the Counselling Affiliates identified by the bidder to perform the face-to-face counselling and Trauma and Critical Incident counselling, each bid must contain a list of Counselling Affiliates that conforms in all material respects to the resource matrix set out in Annexure D and that is responsive to the requirements set out herein. All Counselling Affiliates required to deliver the required services as per the scope of service and deliverables set out in paragraphs 4.2.5 and 4.2.6 above must be listed in Annexure D (in the format as set out in Annexure B). Subject to paragraph 5.2 below, this list must contain the following information in respect of each counselling affiliate:</p> <ul style="list-style-type: none"> a) The full name and resource role; b) Years of relevant experience, c) Relevant qualifications; d) Proof of registration* with the SACSSP and / or the HPCSA; e) Place of operation; f) Language ability. <p>Each bid must at least contain the minimum number of resources determined per resource role (as specified in paragraphs 4.2.5 and 4.2.6 above). A copy of all qualifications per Counselling Affiliate cited in Annexure D.</p> <p>No copies of qualifications (as applicable) or proof of registration with the SACSSP and / or the HPCSA will be accepted after the closing date and time of the bid. In the event that the resource matrix provided does not expressly demonstrate that the Counselling Affiliate concerned meets the applicable minimum competencies indicated for the relevant role in paragraphs 4.2.5 and 4.2.6 above, it will be assumed, unless the bid documents indicate otherwise, that the Counselling Affiliate concerned does</p>		000059

	<p>not meet the applicable minimum competencies. The WCG reserves the right to request the preferred bidder to provide certified copies of the qualifications cited in Annexure D prior to award. Failure of the preferred bidder to submit such certified copies within 3 (three) business days after receiving the WCG's request in this regard will lead to the disqualification of that bidder's bid.</p> <p><i>*Proof of registration for verification purposes must be included either through the registration certificate, receipt of registration or proof that application to register has been submitted to these statutory bodies</i></p>		
5.1.8	<p>Each bidder must be registered with EAPA-SA and copies of valid registration must be provided with the bidding documents. The WCG reserves the right to independently verify registration. To be included in Envelope 1.</p>		
5.1.9	<p>The bidding company must have the necessary Business Intelligence System (BIS) and IT infrastructure (hardware, software and database) and capability to effectively collect the information required to provide the reports in accordance with the requirements of paragraph 4.2.4 above. As proof, provide letter from the Chief Information Officer, Chief Executive Officer or any delegated representative, confirming BIS or licensing agreement of BIS being utilised.</p> <p>To be submitted together with the technical proposal (Envelope 1).</p>		
5.1.10	<p>Each bidder must have a minimum of two (2) BIS experts available. The names of these BIS experts must accompany the bid documents.</p> <p>To be included in the Bid Proposal (Envelope 1).</p>		
5.1.11	<p>Each bidder must provide, as part of its technical proposal, a sample of the range of reports generated, utilising the BIS, to demonstrate that it is able to meet the service requirements as specified in paragraph 4.2.4.</p> <p>To be included in the Bid Proposal (Envelope 1).</p>		
5.1.12	<p>Each bidder must, as part of its technical proposal, provide a trauma plan to address any potential trauma or critical incidents that may be referred to the successful bidder via the Call Centre.</p>		
5.1.13	<p>Each bidder must as part of bid documentation, provide a detailed transition plan for implementation of the service, without</p>		

	<p>service interruptions and engage with the incumbent service provider to ensure a smooth transition.</p> <p>To be submitted together with the technical proposal (Envelope 1).</p> <p><i>The Incumbent service provider is exempted from this condition.</i></p>		
5.1.14	<p>Each bidder must be duly registered on the Central Supplier Database (CSD). CSD report to be attached.</p> <p>To be included in Envelope 1.</p>		
5.1.15	<p>Each bid must contain a duly completed and signed WCBD 1 form (Invitation to Bid form). All information and documentation requested in the form must be provided. No WCBD 1 forms (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. The WCBD 1 form (including all information and documentation required in terms thereof) must be included Envelope 1.</p> <p>Bidders are reminded that the WCBD 1 form requires proof of authority and as such must ensure that such proof is accordingly provided. If no proof of authority is provided the bid in question will be will be non-compliant with this compulsory condition of bid and will be disqualified</p>		
5.1.16	<p>Each bid must contain a duly completed and signed WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination). All information and documentation requested in such form must be provided. No WCBD 4 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time for the submissions of bids. The WCBD 4 form (including all information and documentation required in terms thereof) must be included in Envelope 1.</p>		
5.1.17	<p>Where the bidder intends to claim preferential procurement points for B-BBEE, each bid must contain a duly completed and signed WCBD 6.1 form (Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022). In such case, all information and documentation requested in such form must be provided. No WCBD 6.1 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time for the submission of bids. The WCBD 6.1 form (including all information and documentation required in terms thereof) must be included in Envelope 1. In the event that a bidder does not submit a duly completed WCBD 6.1 form</p>		

	(including all information and documentation required in terms thereof), the bidder will not for this reason alone be disqualified from having its bid evaluated but it will be assumed that the bidder does not intend to claim any preferential procurement points for B-BBEE.		
5.1.18	<p>Where applicable, any bid submitted by a consortium or joint venture of two or more firms must be accompanied by a copy of the consortium formation document or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract contemplated herein. Where a bid is submitted by a consortium or joint venture of two or more firms, please ensure that:</p> <ul style="list-style-type: none"> • The joint venture agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture or a consortium (as the case may be) and is not a sub-contracting arrangement; • All standard bidding forms are appropriately completed (i.e., WCBD 1 to be completed in the name joint venture / consortium, WCBD 4 must be completed for each member firm of the name joint venture / consortium and WCBD 6.1 in the name joint venture / consortium); • A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender; and • Each member firm must be registered on the CSD for joint ventures and consortiums. <p>Failure by a bidder, being consortium or joint venture of two or more firms, to adhere to these requirements shall disqualify the bid submitted by the member firms of the bidder.</p> <p>No copies of a consortium formation document or joint venture agreement will be accepted after the closing date and time of the bid.</p> <p>The WCG reserves the right to request a preferred bidder that is a consortium or joint venture to provide the following prior to the making of the award: (a) a certified copy of such document or agreement duly certified by a Commissioner of Oaths (where the consortium or joint venture is based in South Africa); or (b) an authenticated copy of such document or agreement duly authenticated by a Notary Public (where the consortium or joint venture is based outside of South Africa).</p>		

	<p>Failure by a preferred bidder to provide same within a period stipulated by the WCG shall disqualify the bid submitted by that preferred bidder.</p> <p>All WCBD forms provided by a consortium or joint venture must be completed in a manner that makes it clear that the bidder is a consortium or joint venture. The WCG reserves the right to request clarity in this regard on the WCBD forms provided by a consortium or joint venture.</p>		
5.1.19	<p>To demonstrate the bidder's agreement with the Conditions of Contract, each bidder must submit a duly completed and signed Table 3: Conditions of Contract. Compliance with this requirement will be assessed under Phase 1 (b) of the evaluation process. The duly completed and signed Table 3 must be included in Envelope 1. See paragraph 6 below.</p>		
5.1.20	<p>Each bid must include a second envelope, separate to the Technical Proposal (Envelope 1), in which the bidder's financial proposal must be sealed. The bidder's financial proposal will only be evaluated as part of Phase 2. The bidder's financial proposal must be sealed in an envelope that adheres to the following requirements:</p> <p>The envelope must be marked with the name of the bidder and entitled: "Financial Proposal: Bid Number [FMA 0009 2023/24]"; and</p> <p>The envelope must contain a duly completed and signed WCBD 3.3 form (pricing schedule) in the format attached hereto.</p> <p>Should a bidder fail to include its financial proposal in a separate envelope, the bidder shall be disqualified from having its bid evaluated further.</p>		

- 5.2 Please note that each bidder, by submitting its bid, hereby confirms that it has the necessary consent of each resource to provide any of his or her personal information as included as part of such bid. The reference to "personal information" in this clause 5.2 shall mean "personal information" as defined in the Protection of Personal Information Act, 2013 (Act 4 of 2013).

6. PHASE 1 (B): SPECIAL CONDITIONS OF CONTRACT

- 6.1 Please indicate with an "X" if the bidding company agrees with the following special conditions of the contract. **Each bidder must include in its bid a signed and completed copy of Table 3 below (i.e., a completed copy**

of Table 3 with a signature of an authorised representative of the bidder on each page comprising Table 3). In the event that a bidder does not or fails to indicate with an “X” whether it agrees with a particular special condition of contract set out in **Table 3** below, it will be assumed that the bidder does not agree to the special condition of contract concerned. Failure on the part of a bidder to agree to all special conditions of contract set out in **Table 3** below and to submit as part of its bid a signed and completed copy of **Table 3**, will lead to disqualification of that bidder’s bid.

Table 3: Special Conditions of Contract

No	CONDITIONS OF CONTRACT	Agreement to Conditions	
		Agree	Do not Agree
6.1.1	The successful bidder must provide for the full scope of services as outlined in paragraph 4 above.		
6.1.2	The successful bidder must provide the required services for a period of thirty-six (36) months from the commencement date (estimated to be 1 January 2024), in accordance with the terms and conditions set out in this Terms of Reference, read with the bid documents and the Service Level Agreement contemplated therein.		
6.1.3	The successful bidder must, for the duration of the contract contemplated herein, maintain its registration and accreditation with the EAPA-SA.		
6.1.4	The successful bidder must maintain a list of Psychologists, Social Workers, Clinical Service Managers and Case Managers registered with the HPCSA and/or SACSSP and working in the Call Centre, and proof of current registration with their statutory bodies (HPCSA and SACSSP). Please use Annexure B as a template to list the staff working in the Call Centre. An updated list of the Counselling Affiliates must be submitted within ten (10) business days of receiving a written request from the WCG /		
<p>The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:</p> <p>Bidder Name: _____</p> <p>Signature of Authorised Representative of the Bidder: _____</p>			

6.1.6	The successful bidder must maintain a list of Counselling Affiliates consisting of Psychologists (including Clinical Psychologists) and Social Workers, registered with the HPCSA and/or SACSSP, and proof of current registration with such statutory bodies (HPCSA and SACSSP). Please use Annexure D as a template to list the Counselling Affiliates. An updated list of the Counselling Affiliates must be submitted within ten (10) business days of receiving a written request from the WCG / at least once a year on the anniversary of the contract if no written request is received from the WCG.		
6.1.7	All psychologists and social workers working in the Call Centre or as Counselling Affiliates (Annexures B & D) rendering counselling, trauma and critical incident counseling, must remain registered with the HPCSA or SACSSP for the duration of the contract as referred to in paragraph 4.2.1 (c) & (d), 4.2.5 (d) and 4.2.6 (d) and (f). above. Failure to remain registered and accredited whilst performing clinical work shall entitle WCG to request the replacement of the professional concerned.		
6.1.8	As stated in paragraphs 4.2.1 (l), 4.2.5 (l) and 4.2.6 (i) above, the WCG reserves the right to seek remedial action in the event of repeated complaints regarding the conduct of a Call Centre team member or Counselling Affiliate, which may include a request for the replacement a particular Call Centre team member / Counselling Affiliate.		
6.1.11	In the event that the services of an original resource / Counselling Affiliate listed in Annexures B and D are terminated by the successful bidder for whatever reason, the successful bidder shall ensure that a replacement resource that meets the minimum competencies applicable to the role concerned shall		
<p>The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:</p> <p>Bidder Name: _____</p> <p>Signature of Authorised Representative of the Bidder: _____</p>			

6.1.12	In the event that the services of an account manager, as contemplated in paragraph 4.2.3, are terminated by the successful bidder for whatever reason or should an account manager resign from the employ of the successful bidder, the successful bidder shall ensure that a replacement be provided within a month of resignation date so as to prevent any disruption in the provision of services to the WCG. Should the required number of account managers not be available while a replacement resource is being recruited, the successful bidder will only be remunerated for such number of account managers providing services to the WCG.		
6.1.13	The successful bidder must provide all required reports and information contemplated in paragraph 4 above, timeously or as specified over the contract period. Failing to submit the required reports withing the timeframes specified may result in the WCG to impose penalties as specified in paragraph 4. The cost of providing such reports and information must be included in the agreed service fees.		
6.1.14	The successful bidder must, at all times during the term of the contract, comply with and work within all legislation, regulations, policies and frameworks applicable to the WCG (including, but not limited to, the Minimum Information Security Standards (MISS), the Public Finance Management Act (PFMA), the Protection of Personal Information Act (POPIA), and the Promotion of Access to Information Act (PAIA)). The cost of compliance with such legislation, regulations, policies and frameworks must be included in the fee.		
6.1.15	The successful bidder shall be bound by the General Conditions of Contract issued by the National Treasury ("the GCC"), read with the terms and conditions set out herein and to the exclusion of any standard terms and conditions that the successful bidder would ordinarily impose on its clients. Any terms and conditions that are not included herein or in the GCC but which the successful bidder requires to be included in the contract between it and the WCG may, with the agreement of the WCG, be included in the Service Level Agreement referred to below.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

6.1.16	The successful bidder must negotiate in good faith and use its best endeavours to enter into a Service Level Agreement (SLA) with the WCG within three (3) months of date of appointment, which Service Level Agreement shall, subject to the terms and conditions set out herein, specify agreed key performance indicators, along with an indication on how the successful bidder's performance in terms of the said contract will be monitored, assessed, measured, reported on and discussed at regular scheduled meetings. The Service Level Agreement may be reviewed where necessary and appropriate.		
6.1.17	<p>The successful bidder undertakes to treat all information furnished by the WCG, affected employees or any third party in the execution of the agreement, and carrying out its obligations in terms of the agreement, as secure and confidential and not to disclose the same to any unauthorised third party. The successful bidder agrees to only use such confidential information for purposes of the performance of their respective statutory functions and duties and/or their obligations in terms of the agreement unless compelled by law to disclose such information.</p> <p>All services rendered to the WCG within and after the contract completion must be aligned to the POPIA. As such, no personal information of employees will be shared in contravention of the POPIA.</p>		
	To this end, the successful bidder, together with its resources who are designated to provide the required services contemplated herein, must sign a confidentiality and non-disclosure agreement, on commencement of the services and annually thereafter , as provided by the WCG. Should changes in conflict of interest occur during a year, such changes must be declared immediately.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

6.1.18	The successful bidder must have an operational (fully functional) regional office and account managers within Western Cape Province. The WCG reserves the right to request the successful bidder to provide proof that it has such a regional office in the form of a certified copy of a utility bill, a certified copy of a lease agreement, a sworn affidavit or the like . If the successful bidder does not have an operational and functional office in the Western Cape Province at the time of award, the successful bidder must set up such an office within a four (4) week turnaround time, or such longer period as the WCG may agree to. The WCG will not be liable for any relocation of staff, offices or assets required by the successful bidder in giving effect to the requirements of the contract.		
6.1.19	<p>WCG shall review the successful bidder's performance in terms of the said contract in line with the SLA and the performance concluded between WCG and the successful bidder, read with the terms and conditions set out herein. The Performance Management review will include but is not limited to the following factors:</p> <ul style="list-style-type: none"> a) Contract Management and Administration <ul style="list-style-type: none"> (i) Attendance of all contract management meetings scheduled monthly or as required (ii) Submission of correct invoices on a monthly basis by the 7th business day of the month, with relevant supporting documents where applicable b) Contract Delivery <ul style="list-style-type: none"> (i) Ability to provide and maintain the relevant resources, (ii) Meeting the service requirements as specified in paragraph 4.2, (iii) Adhering to delivery timeframes. 		
6.1.20	In the event that the successful bidder is a consortium or joint venture, each member of such consortium or joint venture (as the case may be) shall be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract contemplated herein.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

6.1.21	The WCG reserves the right to terminate the contract contemplated herein or any part thereof at its discretion for any reason whatsoever upon three (3) months' written notice to the successful bidder concerned.		
6.1.22	The WCG shall not be liable for any costs related to subsistence, travel, parking, accommodation, car hire, flights, printing, administrative costs and the like incurred by the successful bidder and/or its resources / Counselling Affiliates in the provision of the required services.		
6.1.23	As all the services mentioned in Table 1 (paragraphs 4.2.1 to 4.2.9) are considered core EHW services, the successful bidder may not outsource these services to another service provider, subject to the exceptions as described in paragraphs 4.2.5, 4.2.6, 4.2.7, 4.2.8 and 4.2.9 of Table 1. The services described in paragraphs 4.2.10 to 4.2.11 of Table 1 may, however, be outsourced.		
6.1.24	All services mentioned in paragraphs 4.2.1 to 4.2.9 of Table 1 must be accessible as per contractual obligations irrespective of load-shedding and/or challenges related to the telecoms service provider. If there are challenges, such as load-shedding, alternative arrangements must be made so that the employees of the WCG could still access these services as per the contract.		
6.1.27	Monthly, Quarterly and Annual reports will be aligned to the requirements as set out in paragraph 4.2.4 of Table 1.		
6.1.28	Payment of service fees will be determined with reference to the agreed service rates (refer to Pricing Schedule – WCBD 3.3) and subject to the WCG being satisfied with the services rendered to it in terms hereof. The WCG shall pay for the services contemplated herein on a monthly basis after such services have been rendered to the satisfaction of WCG, within 30 (thirty) calendar days of receipt of a valid and accurate tax invoice for the Primary Services (A) as well as the Primary Services (B) plus Secondary Services (A) received from the successful bidder.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

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6.1.29	In the event that the successful bidder fails to deliver any of the services within the period stipulated in the service requirements above (other than reporting requirements), the Department concerned shall be entitled to impose penalties as specified in the Service Standard and Penalties Schedule (Annexure A) / as set out in the Terms of Reference, unless the delay was due to any cause reasonably beyond the successful bidder's control, including but not limited to a failure to deliver the services due to a <i>force majeure</i> or due to the actions or omissions of the WCG.		
6.1.30	Each party retains its rights in its pre-existing intellectual property. The WCG shall have all right, title and interest in any intellectual property generated during the course of performing the services outlined in paragraph 4 above, including, but not limited to, all material used in the psycho-social development interventions and reports submitted. The successful bidder may not reproduce or use any of such intellectual property without the prior written permission of the WCG. The successful bidder warrants that it either owns or obtained the right to use all intellectual property in all material used by it in the course of providing the services to the WCG.		
6.1.31	Upon termination or expiration of the contract, the successful bidder is required to do a complete handover to the WCG or to a subsequent service provider appointed by the WCG, which handover will be completed at no additional costs to the WCG.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

7. PRICING

Bidders must take note of the following:

7.1 Each bid must contain a quote for the required services Primary Services (A&B), and Secondary Services (A), which must be provided on and, in the format, as set out in the **WCBD 3.3 form (Pricing Schedule)** attached hereto.

7.2 Bidders must ensure that all rates quoted in their bid documentation are all-inclusive fixed rates payable in respect of each item specified under each

category of service.

- 7.3 It is to be noted that the WCGs financial year runs from 01 April – 31 March.
- 7.4 All amounts quoted must include VAT and will therefore be deemed to be VAT inclusive.
- 7.5 Each bidder must provide a total all-inclusive, fixed indicative cost per category of services for Year 1 of the contract by adding all maximum, all-inclusive and, fixed service fees provided per item under the relevant category of service for Year 1. The **total** all-inclusive, fixed indicative cost for Year 1 will only be used for the purposes of evaluating and adjudicating bids and does not reflect the total contract value for Year 1.
- 7.6 The service rates applicable to Years 2 and 3 may be increased annually on the anniversary of the commencement date of the contract, subject to the official Consumer Price Index (CPI) rate determined by Statistics South Africa for the relevant anniversary month. The successful bidder will have to apply for this increase on an annual basis, as it is subject to the prior written approval of the WCG.
- 7.7 Note that those **Secondary Services (A)**, provided on an “as and when required basis” and **Secondary Services (B)** (requested on a quotation basis) are dependent upon and subject to the available budget, requirements and written approval of the WCG.
- 7.8 Please note the employee totals as stipulated in paragraph 2.2 (background) as follows:
- WCED (approximately 48 500 employees) to eligible for all the EHW services where needed and 400 SGB employees per year to receive only telephonic counselling; and
 - CSC (approximately 11,050 employees, including Extended Public Works Programme workers).
- 7.9 The estimated EHW service volumes for Primary Services and the estimated EHW services volumes for Secondary Services are specified in paragraphs

7.10 and 7.11 below. No commitments or guarantees are placed on the estimated volumes required for the provision of services contemplated in these paragraphs.

7.10 Estimated Employee Health and Wellness services volumes for Primary Services (A&B):

PRIMARY SERVICES (A&B)	ESTIMATED VOLUME PER SERVICE	ESTIMATED VOLUME PER SERVICE
	WCED (PER ANNUM)	CSC (PER ANNUM)
Telephone counselling (individual calls)	3 730	1000
Communication, Information and Advocacy service	25	20
Face to Face Counselling (based on 6 session model -per session)	800	700
Trauma and Critical Incidents Counselling (per case)	100	150
Psycho-social Development Interventions		
Psycho-social Development Intervention – 30-minute presentations/interventions	30	20
Psycho-social Development Intervention - One (1) hour interventions	40	110
Psycho-social Support Intervention - Two (2) hour interventions	30	270
Psycho-social Support Intervention – Three (3) hour interventions	20	130
Psycho-social Support Intervention -Four (4) hour interventions	20	80
Psycho-social Support Intervention – Five (5) hour interventions	15	25
Psycho-social Support Intervention - Six (6) hour interventions	10	20
Group Therapy for Specific Occupational Categories	5	10

Team Services/Interventions <ul style="list-style-type: none"> Team Wellness Assessments/Audits 	10	40
Team Services/Interventions <ul style="list-style-type: none"> Conflict Mediation 	5	20

7.11 Estimated Employee Health and Wellness services volumes for Secondary Services (A):

SECONDARY SERVICES (A)	ESTIMATED VOLUME PER SERVICE	ESTIMATED VOLUME PER SERVICE
	WCED (PER ANNUM)	CSC (PER ANNUM)
Occupational Therapeutic Services		
Assessment for Assistive Devices (per case)	10	10
Occupational Therapeutic Services		
Functional Assessments (per case)	20	10
Quizzes, competitions or gamification		
Integrated Health Risk Assessments (per case)	Quotation will be requested as and when required.	

8. BID EVALUATION PROCESS

8.1 Please note that a two-envelope system will be utilised for this tender.

8.1.1 The first envelope must contain the Bid Proposal.

8.1.2 The second envelope must only contain the Financial Proposal in the form of a duly completed and signed WCBD 3.3 (pricing schedule) attached hereto.

8.2 This bid will be evaluated in 2 phases as follows:

8.2.1 **Phase 1: Compliance to Compulsory Conditions of bid (a) and Agreement to Conditions of Contract & Service requirements (b)**

- (a) Strict compliance to all Compulsory Conditions of the bid will be checked as part of Phase 1(a) and agreement to all Conditions of Contract and Service Requirements will be checked as part of Phase 1(b). Bidders who do not comply with all compulsory bid conditions and/or do not agree to all the Conditions of Contract and Service Requirements will not proceed to Phase 2 of the evaluation phase of this bid.
- (b) The WCG reserves the right to conduct reference checks and verification checks.
- (c) The WCG may, at its sole discretion, conduct site visits at a bidder's premises to confirm that the bidder concerned has an existing, fully functional EHW Call Centre based on the site visit checklist attached as **Annexure G**, to verify facts in documentation.
- (d) Phase 2 will be concluded only once the site visits are conducted.

8.2.2 PHASE 2: PRICE AND BBBEE

- (a) Allocation of points for price and B-BBEE contribution level status shall be done in accordance with the applicable provisions of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), read with the applicable preferential procurement regulations.
- (b) Price on the required pricing schedule **WCBD 3.3** (Pricing Schedule) will be evaluated on the total estimated cost for Year 1 only. The service rates applicable for Years 2 (two) and 3 (three) may be increased annually on the anniversary of the commencement date of the contract, subject to the official Consumer Price Index (CPI) rate determined by Statistics South Africa. The successful bidder will have to apply for this increase on an annual basis, as it is subject to the prior written approval of the WCG.

- (c) The bid will be evaluated on the 80/20 principle as follows:

Table 5: Breakdown and Weighting

BREAKDOWN	POINTS
PPPFA/ B-BBEE scoring	20
Price	80
Total	100

- (d) Price evaluation in accordance with Phase 2 will only be conducted in respect of bidders who have submitted responsive and compliant proposals.

9. IMPORTANT INFORMATION TO BIDDERS

- 9.1 The WCG reserves the right to negotiate with the following categories of bidders prior to the award of the tender contemplated herein, but within the applicable Bid validity period:

9.1.1 Bidders that have been identified as preferred bidders through the bidding process, but the bids received are not market-related, provided that any negotiations entered into with such preferred bidders (i) will not substantially alter the original specifications / terms of reference, the compulsory bid conditions, and/or the relevance of the Bid evaluation process; and (ii) the exercise of such right shall not allow the bidder(s) concerned an unfair advantage over other bidders and shall not be to the detriment of such other bidders; or

9.1.2 A bidder that is the only preferred bidder in the circumstances (i.e., either a sole or single source bidder or the only bidder to have proceeded to the final evaluation phase of a competitive or limited bidding process) where the bidder's quote is not market-related or the acceptance of the bidder's bid by the WCG is conditional upon market-related tariffs or rates being negotiated and agreed between the WCG and the bidder concerned.

ANNEXURE A: SERVICE STANDARDS AND PENALTY SCHEDULE

Subject to clause 25 of the Government Procurement: General Conditions of Contract, 2010 (GCC), should the successful bidder fail to adhere to the Service Level Targets set out in the Penalty Schedule in respect of the mentioned service requirements, the WCG shall be entitled to impose a penalty as indicated below where such non-compliance constitutes a Service Level Failure.

Furthermore, in the event that the successful bidder fails to deliver the any of service requirements within the periods stipulated in the Terms of Reference or any subsequent agreement, the WCG shall be entitled to impose the penalties on the successful bidder as indicated below / as set out in the Terms of Reference, or otherwise in the manner as set out in clause 22 of the General Conditions Contract.

The WCG's right to impose penalties shall not in any way detract from its right to claim damages in lieu of penalties in the event of a breach by the successful bidder of any or all of the terms and conditions of the agreement concluded.

Problem Type	Level	Determined by impact	Non-adherence
Critical	1	Business critical financial or operational impact and /or reputational risk	Possible termination
Moderate	2	Moderate financial - or operational impact and /or reputational risk	Warning
Minor	3	Minor operational impact, no financial impact or reputational risk	Warning

Level	Wellness Primary service offering	Requirement	Problem Classification	Service Level Target	Service Level Failure	Penalty amount
1.	Employee Health and Wellness Services					
	Call Centre	Percentage of calls able to connect to the toll-free number (system availability)	Critical	99%	<99%	1% of monthly rate for every hour Call Centre not connected
		Percentage of calls picked up and assisted within 20 (twenty) seconds (i.e. caller to be assisted within 20 second from time caller has made a selection from the service option menu)	Critical	99%	<99%	25% of monthly fee for every month the service level target is not met

	High percentage of callers attended to before calls are dropped	Critical	>4%	<4%	25% of monthly fee for every month the service level target is not met
	Service requested via WhatsApp, SMS or 'Please call me' to be responded to within 3 minutes	Critical	99%	<99%	25% of monthly fee for every month the service level target is not met
	Service requested via USSD code, email or via EWIS to be responded to within 24 hours	Minor	99%	<99%	10% of monthly fee for every month the service level target is not met
	Provisioning of Managerial Consultations as per paragraphs 4.2.1 (f) of Terms of Reference	Moderate	100%	<99%	5% of monthly fee for every instance managerial services are not rendered
	Provisioning of life management consultations as per paragraphs 4.2.1 (g) of Terms of Reference	Minor	100%	<99%	0.5% of monthly fee for every instance life management consultation services are not rendered
2.	Website (EWIS) accessible and functional at all times	Moderate	90%	<90%	15% of monthly fee for every month the service level target is not met
	Content of EWIS addresses all 4 EHW Pillars as well as current issues e.g., pandemics, reviewed and updated monthly in accordance with paragraph 4.2.2 (c) of the Terms of Reference	Moderate	99%	<99%	20% of monthly fee for every month the service level target is not met
	Interactive virtual assistant or bot to assist the user in navigating the system or to respond to routine questions and thereafter to refer to a live consultant	Minor	80%	<80%	1% of monthly fee for every month the service level target is not met

	Interaction with a medical doctor / dietitian / biokineticist in accordance with paragraph 4.2.2 (d)	Minor	99%	<99%	0.5% of monthly fee for every instance life management consultation services are not rendered
	Provision of Annual Marketing and Communications Plan including annual health calendar in accordance with the requirements of paragraph 4.2.2 of the Terms of Reference	Minor	100%	<100%	Refer penalty amount referred to in paragraph 4.2.2 (h) of the Terms of Reference
	Monthly Newsletters that is co-branded in accordance with the requirements of paragraph 4.2.2 of the Term of Reference	Critical	100%	<100%	Refer penalty amount referred to in paragraph 4.2.2 (h) of the Terms of Reference
	Advocacy or info sessions per department or transversally in accordance with paragraph 4.2.2 (g) of the Terms of Reference	Minor	100%	100%	0.5% of monthly fee for every instance a service request is not attended in accordance with 4.2.2 (g)
Reports	100% submission of required reports as per timeframes stipulated in paragraph 4.2.4	Critical	100%	<100%	Penalty amounts as stipulated in paragraph 4.2.4 of the Terms of Reference
Report format (quality of report)	Providing reports as per prescribed format and quality (refer to paragraph 4.2.4)	Moderate	100%	<100%	20% of monthly service fee in respect of each final report not meeting prescribed format and acceptable standards after WCG providing feedback requiring edits.

	Face-to-face counselling	As per service requirement as set out in paragraph 4.2.5 (g) of the Terms of Reference	Critical	100%	<100%	Session rate quoted in Pricing Schedule (i.e. first session conducted at no charge)
	Trauma and Critical Incident Counselling	As per requirements of paragraph 4.2.6 (c) of the Terms of Reference	Critical	100%	100%	80% of case rate for each failure to meet the requirements of paragraph 4.2.6 (c)
3.	Psycho-social development Interventions/sessions/Workshops	Facilitator to attend scheduled (booked) intervention	Moderate	100%	<100%	Rate quoted for 30-minute session (Psycho-social Development Interventions) X 2 for each failure to attend a scheduled intervention
4.	Executive Wellbeing Services	Reporting requirement as set out in paragraph 4.2.10 of the Terms of Reference	Minor	100%	100%	Penalty amount of R500 per report per day for late submission of a report and as stipulated in paragraph 4.2.10 (b).
5.	Occupational Therapeutic Services	Providing Occupational Therapeutic Services within the timelines as specified in paragraph 4.2.11 (b) of the Terms of Reference	Minor	100%	100%	1% of per case rate per incident

<u>Escalation Procedures</u>			

Service Provider's Escalation Channels

POSITION & PROBLEM LEVEL	NAME	EMAIL ADDRESS	CONTACT NUMBER

WCGs Escalation Channels

POSITION & PROBLEM LEVEL	NAME	EMAIL ADDRESS	CONTACT NUMBER

0000000

Annexure B: Call Centre Resource Role Matrix (Please add additional rows as required)

Day Shift									
	Names of Counsellors working in the EHW Call Centre	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are based/where Call Centre is based
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
	Names of Case Managers	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are based/where call centre is based
1.									
2.									
3.									

	Names of Clinical Services Manager	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are based/where call centre is based
1.									
2.									
	Names of Managerial Consultants	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are based/where call centre is based
1.									
	Names of Trauma Counsellors	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are based/where call centre is based
1.									
2.									
3.									
4.									
	Name of Counsellors responsible for text messages	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are based/where call centre is based
1.									
	Names of other professionals	Registration with a professional	Occupational Category	Position in EHW	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are

		body if applicable	Call Centre					based/where call centre is based
1.								
2.								
3.								

After Hours Shift								
	Names of Counsellors working in EHW Call Centre	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience
1.								City where these persons are based/where Call Centre is based
2.								
3.								
4.								
	Name of Case Manager	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience
1.								City where these persons are based/where call centre is based
	Name of Clinical Services Manager	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience
1.								City where these persons are based/where call centre is based

	Names of Trauma Counsellors	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are based/where call centre is based
1.									
2.									
	Names of Counsellors responsible for text messages	Registration Nr with HPCSA and/or SACSSP	Occupational Category with HPCSA/SACSSP	Position in EHW Call Centre	Language ability	Race	Gender/Pronoun	Years of experience	City where these persons are based/where call centre is based
1.									

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ANNEXURE C: CONTACT CENTRE DASHBOARD – WEEKLY REPORT (TEMPLATE)

Week: _____

No.	Reference nr and date and time of first contact	Form of Contact (Call/WhatsApp/ eMail/USSD)	Date and time when Call Centre responded to first contact	If a call back was needed, date and time of call back	If referred for face-to- face counselling / trauma counselling / other), what date was the employee informed of details of his/her counsellor	Date of first session, if referred to face-to- face counselling or trauma support

Name of Clinical Psychologist	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender/Pronoun	Years of Experience	City of Cape Town (4 Metropoles) Name of City & Suburb/Area

Name of Affiliate (Psychologists and/or Social Workers including Trauma experts)	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender/Pronoun	Years of Experience	West Coast – Name of City & Suburb/Area
Name of Clinical Psychologist	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender/Pronoun	Years of Experience	West Coast - Name of City & Suburb/Area

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Name of Affiliate (Psychologists and/or Social Workers including Trauma experts)	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Central Karoo – Name of City & Suburb/Area
Name of Clinical Psychologist	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Central Karoo - Name of City & Suburb/Area

Name of Affiliate (Psychologists and/or Social Workers including Trauma experts)	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Eden – Name of City & Suburb/Area
Name of Clinical Psychologist	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Eden - Name of City & Suburb/Area

Name of Affiliate (Psychologists and/or Social Workers including Trauma experts)	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Cape Winelands – Name of City & Suburb/Area
Name of Clinical Psychologist	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Cape Winelands - Name of City & Suburb/Area

Name of Affiliate (Psychologists and/or Social Workers including Trauma experts)	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Overberg – Name of City & Suburb/Area
Name of Clinical Psychologist	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Overberg - Name of City & Suburb/Area

Name of Case Manager(s)	Registration Nr HPCSA/SACSSP	Occupational Category	Language ability	Race	Gender	Years of Experience	Name of City where Manager is based

Annexure E: Contactable References List (note: more rows can be added if required)

No.	Registered Name of Enterprise / Organisation	Full Name of Contact Person	Contact Numbers (Please provide mobile number and landline number)	Email Address	Reference Number of Original Reference Letter or Sworn Affidavit
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

No.	Registered Name of Enterprise / Organisation	Full Name of Contact Person	Contact Numbers (Please provide mobile number and landline number)	Email Address	Reference Number of Original Reference Letter or Sworn Affidavit
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					

Annexure F: Sworn Affidavit

AFFIDAVIT

TO BE COMPLETED BY A DULY AUTHORISED REPRESENTATIVE OF THE BIDDER FOR EACH CONTACTABLE REFERENCE CITED IN

BID PROPOSAL THAT CANNOT OR DOES NOT PROVIDE AN ORIGINAL REFERENCE LETTER

[Please ensure this affidavit is completed in full. Each page must be initialled or signed (where indicated) by the deponent and the

Commissioner of Oaths.]

I, _____ (full name of an authorised representative of the bidder), with
Identity / Passport Number _____, do hereby swear / solemnly and sincerely affirm and declare the
following:

1. I am duly authorised to depose to this affidavit for and on behalf of
_____ (registered name of the bidder) with registration number
_____ (registration number) ("the Bidder");

2. The Bidder has undertaken the following Employee Health and Wellness services for
_____ (registered name of bidder's client) ("the
Enterprise / Organisation"):

Annexure F: Sworn Affidavit

No.	Scope of services / Deliverables	Contract Start Date and Duration	Number of client employees benefitting from service	Resources (i.e. quantity and resource description)	Contract Status (i.e. Indicate status using one of the following: Completed / In Progress / Incomplete)	Customer Satisfaction Level determined by the Enterprise / Organisation (Indicate level using one of the following: Unsatisfied / Somewhat satisfied / Fully satisfied / Exceeded expectations)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

3. The Enterprise / Organisation has(amount in words) or more employees [please complete with correct number of employees].

4. Further information regarding the services provided by the Bidder to the Enterprise / Organisation in relation thereto may be obtained from the following contact person (who has been designated for such purpose by the Enterprise / Organisation):

Name: _____
Designation: _____
Telephone No.: _____
Email Address: _____

5. The information set out above is accurate, up-to-date and correct in all respects.

Signature of the Bidder's representative

Full name of the Bidder's representative: _____ Date: _____
Identity / Passport Number of the Bidder's representative: _____

I hereby certify that:

1. The deponent acknowledged to me that:
 - 1.1. He / she knows and understands the contents of this affidavit;
 - 1.2. He / she has no objection to taking the prescribed oath / making the prescribed affirmation (please delete whichever is not applicable);
 - 1.3. He / she considers the prescribed oath / affirmation (please delete whichever is not applicable) to be binding on his / her conscience;
2. The deponent thereafter uttered the words:
 - 2.1. "I swear that the contents of this affidavit are true, so help me God" (where he / she took the prescribed oath); or
 - 2.2. "I solemnly and sincerely affirm that the contents of this affidavit are true" (where he / she took the prescribed affirmation);

Annexure F: Sworn Affidavit

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(as the case may be); and

3. The deponent signed this affidavit in my presence at the address set out hereunder on the _____ day of _____ 20____.

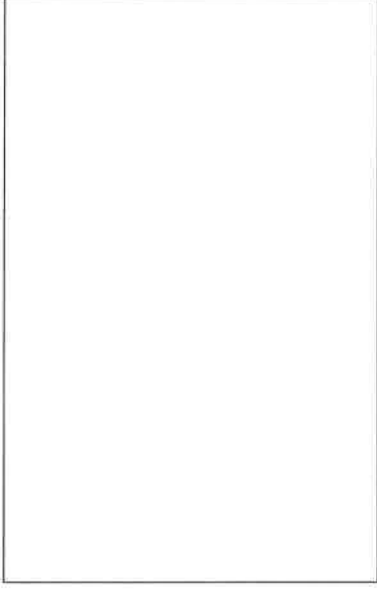
Commissioner of Oaths

Full names: _____

Designation: _____

Address: _____

Commissioner of Oaths stamp:



Annexure G: Site Visit Checklist

Name of Bidder:

Name of Evaluator:

Date:

INSTRUCTIONS: Please confirm whether you agree or disagree with each of the following statements by placing an "X" in the appropriate box				
1	CALL CENTRE	AGREE	DISAGREE	EVALUATOR'S COMMENT
1.1.	A fully functional 24-hour Toll Free EHW Call Centre in place			
1.2	A minimum number of registered psychologists and social workers are present in the Call Centre (Day shift)			
1.3	Incoming calls through the Toll-free number are attended to within 20seconds (less than 4% are abandoned)			
1.4	Has the ability to monitor calls including those that have been dropped (telephony system and reports)			
1.5	Agents present in the Call Centre are appropriately skilled (i.e. qualified professionals) and can deliver a high-quality service to resolve queries of a blended nature, this include legal advice, financial management and health related advice, e.g. legal advisors, financial experts, etc.			
1.6	Call Centre is facilitated by multi-lingual, registered professionals that will be able to assist clients in their preferred language			
1.7	Call Centre has a team of qualified critical trauma counsellors available on-site			
1.8	Call Centre has a specialised team that are able to provide managerial consultations to people managers			

Annexure G: EHW Site Visit Checklist

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1.9	Call Centre has Case Managers for the counselling services and trauma counselling as well specialised case managers for the managerial consultations			
1.10	Call Centre has Clinical Managers			
3	REPORTING CAPABILITY	AGREE	DISAGREE	EVALUATOR'S COMMENT
3.1	Business Information System (BIS) as per paragraph 4.2.4, read with paragraph 5.1.9, of the Terms of Reference is in place, demonstrating how system works to produce requested reports.			
3.2	A minimum of two BIS experts are accessible during site visit and as mentioned in paragraph 5.1.10 of the Compulsory Conditions of Bid.			

Observation of whether the bidding company will be able to render the required service at the expected level or not

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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

Js General Conditions of Contract (revised July 2010)