



**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS**

**BID NUMBER: 0379/2023**

**CLOSING DATE: 6 October 2023**

**CLOSING TIME: 11:00**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

Each bid must be deposited in a **sealed envelope** with the **name and address of the Service Provider, the bid number and closing date**. These conditions also apply to a **bid sent by courier** that is delivered in a courier pouch and is either signed off by the responsible official, or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH** situated in the entrance of M9 (the **old GENSES Building**) on the **premises of Karl Bremer Hospital**, corner of Mike Pienaar Boulevard and Frans Conradie Drive, Bellville. The bid box is open during **office hours, from 8:00-16:00, Mondays to Fridays**. If you are uncertain about the location of the bid box, please call the responsible official, Ms Le-Anne Moses at (021) 834 9005 for assistance during office hours.

Please ensure that bids are delivered **to the correct address before bid closing**. **Late bids** will not be accepted for consideration and, where possible, will be **returned unopened** to the Service Provider accompanied by an explanatory letter. **No Service Providers' names or prices will be read out** after closing time when the bid box is opened and bids are removed by Sourcing officials.

All Service Providers must be registered on the Central Supplier Database (CSD) at the time of bid closing. **Service Providers already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date** prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za).

**Unregistered Service Providers or Service Providers with suspended registration will be deemed non-compliant and their bids will not be considered.** Any prospective unregistered Service Provider must register as a supplier on the CSD prior to bidding.

**Central Supplier Database self-registration only:** [www.csd.gov.za](http://www.csd.gov.za)

**Contact email:** [SCM.eProcurementDOH@westerncape.gov.za](mailto:SCM.eProcurementDOH@westerncape.gov.za)

**Where a Service Provider's tax compliance status cannot be verified or if a Service Provider's tax status is non-compliant on the CSD, the Service Provider will be afforded 7 working days to confirm tax compliance for the bid to be considered.**

The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD**. Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4**. All other mandatory documents held on the CSD will be accepted by the Department of Health (WCGHW) for consideration of formal bids.

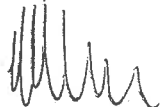
This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

**The successful Service Provider will be required to complete and sign a written contract form (WCBD7.1).**

Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures up to 5 working day prior to bid closing. Any request for clarification must be submitted by email to Le-Anne Moses ([Le-Anne.Moses@westerncape.gov.za](mailto:Le-Anne.Moses@westerncape.gov.za))

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS  
– PRIMARY SERVICES PROVIDER**

Answers to any written queries referred to SCS in accordance with the above-mentioned paragraph will be responded to via email, which information will also be published on the eTender portal at <https://www.etenders.gov.za/>.



C Munnik

**for HEAD OF DEPARTMENT**

**DATE:** 05/09/2023

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

**WCBD 1**

**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:	WCGHSC 0379/2023	CLOSING DATE:	6 October 2023	CLOSING TIME:	11:00
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DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Western Cape Government Building 4 Dorp Street Cape Town (next to the Cape High Court)

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	Mrs L Moses
TELEPHONE NUMBER	021 834 9005
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Le- Anne.Moses@westerncape.gov.za

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	Ms Michelle Buis
TELEPHONE NUMBER	021 483 3778
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Michelle.Buis@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 ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

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]
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**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
<b>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.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></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. <b>THE SUCCESSFUL SERVICE PROVIDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <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>
<p><b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID</b></p>

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

February 2023

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

A Compulsory briefing session will be held in respect of this bid invitation. Bidders must ensure that the person completing the bidding information must also be in attendance.

The details are as follows:

Date: 27 September 2023

Time: 11:00 till 12:30 (No bidder will be allowed after 11H00)

Venue & room no.: Auditorium, M9 Building on the premises of Karl Bremer Hospital

For details contact:

Ms Le-Anne Moses

Tel: 021 834 9005

Email: [Le-Anne.Moses@westerncape.gov.za](mailto:Le-Anne.Moses@westerncape.gov.za)

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**



**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS**

**1 Purpose**

The Department of Western Cape Government: Health and Wellness wishes to invite potential bidders in the Employee Health and Wellness Sector to provide **a Health and Wellness Secondary Service to the Western Cape Government Health & Wellness: for a period of 36 (thirty-six) months.**

**2. BACKGROUND**

- 2.1 The internal EHW component within the Western Cape Government: Health & Wellness are:
- Chief Directorate People Management, Employee Health & Wellness, Diversity & Disability component.
- 2.2 A service provider to render an Employee Health and Wellness (EHW) service is essential to maintain healthy, dedicated, responsive and productive employees in the Western Cape Government: Health & Wellness. 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. Due to the Protection of Personal Information Act (POPIA), no personal information of employees will be shared in contravention of the POPIA.
- 2.3 The Western Cape Government: Health & Wellness will be serviced under this EHW Secondary Services contract for the following categories of employees:
- All WCGHW employees (permanent, contract, interns, students)
  - Western Cape Government: Health and Wellness has appointed Non-Profit Organisations (NPO) lay counsellors and health care workers. The appointed NPO's are eligible to the service (excluding coaching and conflict mediation services).
  - Students who are enrolled at the Western Cape Government Health & Wellness Colleges across the province are included.
- 2.4 The Western Cape Government Health & Wellness have employees located in Metro and Rural areas see (**Annexure H: Site Structure List**). The Western Government Health and Wellness has 32 198 employees across the province.

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### 3. SCOPE OF SERVICES

3.1 The Western Cape Government: Health & Wellness needs to appoint an experienced service provider to render an EHW Secondary services to its employees. The Western Cape Government: Health & Wellness defines EHW as a workplace programme that has a comprehensive approach that address the different dimensions of individual and team wellness for example: emotional, psychological, physical, spiritual, social, and mental health. All EHW secondary services must be accessible to all the employees employed by the Western Cape Government: Health & Wellness.

Further to this, the Western Cape Government: Health & Wellness invites prospective bidders to provide a detailed proposal (narrative), preceded by an Executive Summary, responding to the range of services stipulated hereunder:

- 3.1.1 The required EHW service must be available to all Western Cape Government: Health & Wellness employees who, as referred to in this document are all individuals (33 198) employees working within Western Cape Government: Health & Wellness.
- 3.1.2 Regarding internal EHW capacity, the service provider should acknowledge the expertise of the EHW Practitioners within the Western Cape Government: Health & Wellness, and an interactive partnership between the service provider and the EHW practitioners must be fostered and maintained.
- 3.1.3 The appointed service provider will be required to sign a Service Level Agreement (SLA) with the Western Cape Government: Health & Wellness.
- 3.1.4 The service provider must ensure that the platform where the electronic systems, applications, reports, and material are compatible with the Western Cape Government: Health & Wellness platform and systems. After the contract has been awarded, the service provider will be expected to meet with the Centre for e-Innovation team to clarify the requirements of the WCG platforms e.g., URL.
- 3.2 The range of services is referred to below. Bidders must respond to the full range of services as set out in **Table 1**. It should be noted that all the services mentioned in Table 1 - from 3.2.1 till 3.2.4 are considered core EHW services and are ringfenced, meaning, the service provider **cannot outsource** these services to another service provider.

Furthermore, all services mentioned must be accessible as per contractual obligations irrespective of loadshedding and/or challenges related to the telecoms service provider. If there are challenges such as loadshedding, alternative arrangements must be made so that the employees of the Western Cape Government: Health & Wellness could still access these services as per the contract.

**Table 1: Range of services forming part of service requirements.**

<b>A. Fixed Rate Costing as Per Utilisation (Variable Cost)</b>	
<b>3.2.1</b>	<b>PSYCHO-SOCIAL DEVELOPMENT INTERVENTIONS (FIXED RATE COSTING AS PER UTILISATION)</b>
	The Service Provider must provide the following Psycho-social development interventions:
	a. To provide for a range of interventions that support the psycho-social development of our WCGHW employees. These interventions are customisable and responsive to trends emerging from EHW reports for WCGHW and can address psycho-social and socio-economic issues.
	b. Psycho-social development interventions vary in depth and time allocation (1, 2, 3 and 4 hour sessions) to create leverage and build capacity with employees and managers as required, rather than to do a one-size-fits-all intervention.
	<b>I. One-hour Interventions</b>

One (1) hour interventions are aimed at being short introductory sessions to stimulate interest through information and education. These 1-hour interventions are aimed at providing basic information, gives guidance and practical tips/ tools related to the topic. The topic must be structured in a manner that is impactful and where 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 a reference or source material on where to obtain more detailed information.

## **II. Two-Three Hour Interventions**

The service provider must provide two (2) to three (3) hour interventions that are more in-depth workshops and that focus on specific EHW topics.

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 accepted methodology/ model that is updated and relevant to the topic. These interventions must be facilitated in a manner that stimulates discussion, interaction and learning among 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 - Hour Interventions**

The four (4) interventions are aimed at providing a much deeper and immersed learning experience and in-depth exploration and understanding of the topic. It will be expected that the intervention is based on an 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 can form part of the intervention to deepen personal awareness or discovery, provided that this is relevant to the topic. For these workshops, the sessions must move beyond information and self-awareness and must include tools, and techniques for employees to acquire new insights and skills. These sessions should also provide an opportunity for employees to practice new skills to encourage them to apply their new skills after the session in order for new habits or behavioral change to occur. The audience should be left with an embedded understanding of the topic, practical tools they can refer to and referrals to further their learning and skills in this area.

The possible topics for the 4-hour interventions are as follows, but not limited to:

- **Financial Wellness**
  - Financial agility
  - Marital contracts and legalities of divorce;
  - Financial management;
  - Legalities related to debt, garnishee orders and financial administration
  - Retirement planning
- **Occupational Wellness**
  - Ergonomics example lift training
  - Self-defense;
  - LGBTI+ sensitization
  - Diversity inclusion and awareness management
  - Bullying in the workplace
  - Gender Based Violence
  - Managing intergenerational differences
  - Disability sensitization
  - Change and the new way of work and inclusive of social media
  - Human trafficking
- **Mental Wellness**



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– PRIMARY SERVICES PROVIDER**

	<ul style="list-style-type: none"> <li>○ Stress and burnout;</li> <li>○ Self-care and burnout amongst managers;</li> <li>○ Trauma and grief</li> <li>○ Forming positive habits;</li> <li>○ Mental wellbeing and agility</li> <li>○ Psychological capital and change/adjustment;</li> <li>○ Reset, reconnect and renew post COVID;</li> <li>○ Growing around grief</li> <li>○ Psychological safety in the workplace;</li> <li>○ Fatigue management</li> <li>○ Stress management</li> <li>○ Guts Resilience Integrity and Tenacity (GRIT), Building resilience and coping strategies for employees and managers;</li> <li>○ Emotional Intelligence;</li> <li>○ Trauma containment</li> <li>○ Substance abuse</li> <li>○ Work-Life integration;</li> <li>○ The Science of happiness</li> <li>○ Caring for elderly parents</li> <li>○ Positivity and growth mindset</li> <li>• <b>Relationship Wellness</b> <ul style="list-style-type: none"> <li>○ Managing challenging teams;</li> <li>○ Having difficult conversations</li> <li>○ Motivating self and others;</li> <li>○ Responsive leader in crises;</li> <li>○ Authentic leadership and the impact on wellbeing;</li> <li>○ Engagement and compassion;</li> <li>○ Team Cohesion and Connectedness;</li> <li>○ Understanding self in team;</li> <li>○ Interpersonal competency;</li> <li>○ Dealing with difficult patients;</li> <li>○ Service excellence</li> <li>○ Relationship building</li> <li>○ Creating flourishing teams</li> <li>○ Time management skills;</li> <li>○ Listening skills</li> <li>○ Conflict management and mediation</li> <li>○ Developing effective communication skills</li> <li>○ Parenting modern families including parenting skills for children of different age groups;</li> </ul> </li> <li>• <b>Physical Wellness</b> <ul style="list-style-type: none"> <li>○ Fitness activities: yoga; Pilates; Zumba; Dancing etc</li> <li>○ Grounding exercises: breathing; meditation; mindfulness; visualization</li> <li>○ Nutrition and healthy lifestyles;</li> <li>○ Medically related: high blood pressure and stroke; diabetes; nutrition; respiratory ailments; allergies; cancer; mental well-being; long COVID; children's health; fitness programme, TB Management, HIV and AIDS, mental health conditions, ergonomics;</li> </ul> </li> <li>• <b>Bespoke Interventions</b> <ul style="list-style-type: none"> <li>○ Bespoke psychosocial interventions will also be requested from the service provider.</li> </ul> </li> </ul>
	<p>c. In addition, customised interventions may be required for emerging issues such as when a natural disaster or a pandemic occurs; an EHW champion programme is needed or the annual Employee Health Wellness Conference is to be hosted. This will</p>

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	be co-designed between the EHW component of the WCGHW and the Service Provider.
	d. All the interventions/workshops will be held in-person at a venue determined by the WCGHW. The WCGHW, as per the need, may request online interventions via MS Teams, Zoom, Skype, CiscoWeb X, Google Meet etc or interventions after hours to accommodate certain occupational categories and due to operational requirements.
	e. The learning objectives plus the level of learning of each intervention must be outlined at the inception of the contract and thereafter upon request for customised interventions. The outline of interventions, after a request has been made, must be provided within seven (7) working days from when the request has been submitted.
	f. It should be noted that some occupations (e.g., nurses, doctors, allied health, emergency care practitioners, forensic officers, etc.) are aligned to shift work and are only available after hours. To ensure that WCGHW employees are equally capacitated, the service provider must be willing to accommodate the WCGHW employees in these occupations when providing psycho-social development interventions for example after hours (inclusive of weekends), which will be confirmed and arranged in advance.
	g. The WCGHW reserves the right to influence and contribute to the content of psycho-social development Interventions prior to the presentation. Where the service provider does not have such training material available, the WCGHW may assist / give input to the content for such interventions. All training material used in the interventions must be co-branded with the WCGHW and the service provider's logos and will be the intellectual property of the WCGHW.
	h. Competencies of facilitators must include knowledge, skills and experience in EHW in relation to workplace wellbeing issues; facilitation of workshops, presentations etc. The team of facilitators must consist of industry experts, a general medical doctor, clinical psychologist, social workers, financial expert/debt counsellor; family and parenting expert; dietician, exercise expert; personal law expert and an occupational therapist amongst others that are familiar with behavioural change or team dynamics. This service must be provided by a multi-lingual (Afrikaans, English and isiXhosa), multicultural network of facilitators representative of the Western Cape demographics.
	i. For departmental interventions, the WCGHW may request briefing sessions with the facilitators concerned to ensure that the needs, objectives and expectations are addressed.
	j. The service provider must provide accessible training to WCGHW employees with disabilities in alternate formats, which includes but is not limited to the following: large print, sign language interpretation, accessible PowerPoint presentation, accessible venues, and flexible scheduling to account for participants who would need more time to complete activities. To ensure that the accessibility requirements of our employees with disabilities are addressed, the department will provide guidelines and a checklist in this regard.
<b>3.2.2</b>	<b>TEAM SERVICES AND INTERVENTIONS (TEAM WELLNESS ASSESSMENTS/AUDITS) (FIXED RATE COSTING AS PER UTILISATION)</b>
	When required, the Service Provider must provide the following services to teams:
	a. 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. Identify team wellbeing temperature and themes;
	i. Provide feedback and recommendations that speak to the real issues and be categorised e.g. underlying issues, structural, operational, performance, relationship and power issues.
	ii. The feedback report must be issued to the referring manager within seven (7) working days after the assessment/audit has been completed. For any late

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	<p>submission of reports related to Team Wellness Audit Service a penalty will be incurred (<b>See Annexure D</b>). The facilitator conducting the team audit/assessment must in conjunction with the EHW practitioner present the feedback report to the referring manager after the service has been rendered.</p> <p>iii. For the team wellness assessments/audits, the personnel must have knowledge and experience in the public sector in relation to team diagnostics and team dynamics.</p> <p>iv. All team wellness audits must be conducted on-site at a venue provided by the WCGHW.</p>
<b>3.2.3</b>	<b>Conflict Mediation (More than 3 individuals) (FIXED RATE COSTING AS PER UTILISATION)</b>
	<p>a. Conflict Mediation for more than three (3) individuals must be provided as part of the clinical services and should consist of the following:</p> <p>i. The conflict mediation intervention must be facilitated by an experienced conflict mediator.</p> <p>ii. The intervention must consist of debriefing sessions of one (1) hour with the individual or group. The joint session of up-to (4) hours, with all parties which may include looking at shared purpose, managing interpersonal conflict and way forward.</p> <p>iii. Mediation sessions to be held on-site at a venue supplied by the WCGHW.</p>
<b>3.2.4</b>	<b>COACHING: EXECUTIVE MANAGEMENT, SENIOR MANAGEMENT AND MIDDLE MANAGEMENT MEMBERS (FIXED RATE COSTING AS PER UTILISATION)</b>
	The service provider is required to provide coaching to Senior Management members, Middle Management members and Executive Managers within the WCGHW, that will comply with the following requirements:
	<p>a. The coaching programme must align and promote the principles of the WCGHW approved Leadership Philosophy, including any other leadership strategies specific to the WCGHW where applicable.</p>
	<p>b. A list of prospective coaches and their profiles must be readily available upon request, and these coaches must be registered with either one of the following organisations:</p> <p>i. Coaches and Mentors of South Africa (COMENSA);</p> <p>ii. The International Coaching Federation (ICF) registered with a coaching practice/institute registered and accredited by the Services SETA;</p> <p>iii. The Coaching Education and Training Association of South Africa (CETASA/CTASA).</p>
	<p>c. Coach Profile requirements:</p> <p>i. Must be generally representative of the demographics of the Western Cape (race / language / gender).</p> <p>ii. Must have coaches available in all six (6) regions.</p>
	<p>d. The coaches must be experienced in coaching at an Executive Management / Senior Management and Middle Management level. Coaches of Executive Managers must have a minimum of 5 (five) years' experience. Coaches of Senior Management and Middle Management employees must have a minimum of 3 (three) years' experience.</p> <p>e. The service provider must, within seven (7) working days upon receipt of a specific coaching request, provide:</p> <p>i. a list of 3 (three) coaches from which a coach may be selected; and</p> <p>ii. the proof of registration, with any organisation referred to in 3.2.4(b) above, in respect of the specified coaches.</p>
	<p>f. This service is to be structured as follows: One-on-One Coaching sessions-</p>

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	<p>i. A maximum of 12 coaching sessions for Executive Managers, Senior Managers or Middle Managers to take place over a period of 10 months at 1 hour per coaching session.</p> <p>ii. The coaching process should be focussed on the development needs of the Executive Manager, Senior Manager or Middle Manager member, as agreed to by his / her direct line manager.</p> <p>iii. The first and last coaching session must allow for engagement and feedback to the direct line manager.</p> <p>Team Coaching / Coaching Circles-</p> <p>i. Facilitated team coaching sessions aimed at strengthening team cohesion.</p> <p>ii. Coaching circles should offer a space for reflection and to share experiences, knowledge and skills.</p> <p>iii. Team coaching to be facilitated by a professional, qualified coach, registered with the above-mentioned professional coaching bodies as per 3.2.4(b) above.</p>
	<p>g. The service provider must offer an assessment tool (1 per client / protégé / coachee) as part of the coaching programme for personal development. The selected tool must be recognised and/or professionally accredited for coaching purposes. A feedback session to the (1 per client / protégé / coachee) must be provided.</p>
	<p>h. The following costs are for the service provider's expense: traveling and accommodation, booking of assessment centers and any stationery and equipment.</p>

<b>B. Fixed Services, Monthly Fixed Cost</b>	
<b>3.2.5</b>	<b>ACCOUNT MANAGEMENT (FIXED MONTHLY PRICE)</b>
	<p>The Service Provider will provide an account management and advisory service that will comply with the following requirements: Skills required from an account manager (with at least 5 years' experience) are: problem solving, customer care, time management, responsiveness, data analysis and analytical skills.</p>
	<p>a) The WCGHW 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 service provider to maintain an ongoing, coordinated system of consultation with the WCGHW to effectively grow and develop a dynamic employee health and wellness initiative throughout the province.</p>
	<p>c) In partnership with the Chief Directorate: People Management of the WCGHW, as previously stipulated, the service provider will manage the contract efficiently, accurately, and with a personal touch.</p>
	<p>d) The service provider must appoint one (1) account manager for the WCGHW Secondary Services Contract.</p>
	<p>e) The Account Manager must be available in person and online for monthly meetings with the EHWP team, to discuss applicable topics, trends, and themes identified in the monthly and quarterly reports and within the organisation at large as well as programme improvement.</p> <p>These meetings must aim to further build the partnership between the service provider and the internal EHW practitioners.</p> <p>The account manager must be responsive and available for ad-hoc meetings within a twelve (12) hour notification period. Response via text should have an immediate turnaround time.</p>
	<p>f) The Account Manager will be expected to collaborate with EHW component to brainstorm initiatives:</p> <ul style="list-style-type: none"> <li>• Customised interventions,</li> <li>• Referrals,</li> <li>• Management of complaints &amp; compliments,</li> </ul>

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	<ul style="list-style-type: none"> <li>• Ad hoc requests, and</li> <li>• Programme development</li> </ul>
	g) The Account Manager must be available for <b>monthly meetings</b> with the responsible official(s) from the WCGHW to discuss invoicing for the work done, monthly utilisation reports, progress made related to the contract and including any arising matters.
	h) The account manager must be supported by at least 2 administration staff.
<b>B. Fixed Services, Monthly Fixed Cost</b>	
<b>3.2.6</b>	<b>REPORTING (FIXED MONTHLY PRICE)</b>
	The Service Provider must provide a range of reports, as part of the services, which complies with the following requirements:
	<p>a) All reports must be quality assured for errors, and correctness i.e., names, grammar, vocabulary, etc.</p> <p>All reports must be checked by an appointed person of the service provider for quality assurance before being signed off and sent to the Western Cape Government Health &amp; Wellness.</p> <p>The following biographical information should be included in reports, if possible, age, gender/other/(gender diverse), race, disability, and then occupational groups:</p> <ol style="list-style-type: none"> <li>1. <b>Admin</b> (e.g., Admin officer, Assistant Director, Deputy Director, Strategic Sourcing, EMS: Call Centre agents, Personnel Officer, HRM: Advisory Officer, Telecom operator, Secretary, State Accounting, etc.);</li> <li>2. <b>Allied Health</b> (e.g., Audiologist, Chief Medical orthotics and prosthetics, Occupational Therapist, Psychologist, and Radiographers, etc.)</li> <li>3. <b>Health Professionals</b> (e.g., Pharmacist, Pharmacist Assistant, Emergency Care Officer, EMS Shift Leader, etc.)</li> <li>4. <b>Nurse</b> (e.g., Nursing Assistant, OP Manager Nurse, Assist Manager Nurse, Professional nurse, Staff Nurse and enrolled nurse, etc.);</li> <li>5. <b>Clinical</b> (e.g., Medical Specialist Dr., Head Clinical Unit Manager, Medical Officer, etc.)</li> <li>6. <b>Health and Support Staff</b> (e.g., Artisans, Household and laundry, Cleaners, Food Services aid, Sterilisation operator, General workers, Groundman, Messenger, Tradesman Aid, Porter, etc.)</li> <li>7. <b>Interns and Graduates</b> (EPWP interns, PAYE interns, medical interns, allied health internship, etc.)</li> <li>8. <b>College Students</b> (EMS and Nursing Colleges)</li> </ol>
	b) The service provider to provide an Information System to be used to collect detailed information about every psychosocial, coaching, conflict mediation, and bespoke intervention managed by the EHW programme.
	c) The online information system must provide an online dashboard with real time data of all EHW services must be available via the Information System.

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	<p>The system must allow for online service requests (automated scheduling and booking) and downloadable reports.</p> <p>The system should allow the EHW component to schedule, book and authorise psychosocial interventions, coaching, conflict mediation and bespoke interventions.</p>
	d) See <b>Annexure H</b> for reporting requirements.
<b>3.2.7.1</b>	<b>Reporting for Psychosocial Interventions</b>
	a) For the two (2) to four (4) hour interventions, a pre- and post-assessment must be conducted in accordance with the objectives of the session of which analysis and themes must be reported on in the feedback report to the referring manager. The service provider must integrate the themes and trends of the assessments as well as feedback reports into the periodic reports.
	b) Feedback reports must be submitted after every intervention (except the one (1) hour sessions). Reports for the interventions must be submitted within seven (7) working days of the intervention. A penalty will be incurred for any late submission of a report related to psychosocial interventions ( <b>See Annexure D</b> ).
<b>3.2.7.2</b>	<b>Reporting for Conflict Mediation</b>
	a) A feedback report must be submitted to the referring manager within seven (7) working days after the conflict mediation intervention has been completed. A penalty will be incurred for any late submission of a report related to conflict mediation services ( <b>See Annexure D</b> ).
<b>3.2.7.3</b>	<b>Reporting for Coaching</b>
	<p>a) Administration and Reporting-</p> <ol style="list-style-type: none"> <li>The service provider must offer an established reporting system to track the Executive Management, Senior Management and Middle Management coaching programme.</li> <li>A dedicated resource to manage the administration of the end-to-end coaching process will be required from the service provider.</li> <li>Monthly tracking report on the progress of active coaching cases must be submitted within seven (7) working days after the last calendar day of each month.</li> <li>The administration of the coaching process must ensure constant monitoring of the coaching cases and provide feedback midway and on completion of the coaching process to the referring direct line manager and EHW component.</li> <li>Quarterly engagements with coaches, the service provider and EHW components in WCGHW to discuss emerging leadership issues and themes.</li> </ol>

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	vi. A summarised report documenting leadership themes of the issues facing senior managers must be submitted on a quarterly basis to EHW component of the WCGHW.
<b>3.2.7.4</b>	<b>Reporting for Bespoke Interventions</b>
	a) For the two (2) to four (4) hour interventions, a pre- and post-assessment must be conducted in accordance with the objectives of the session of which analysis and themes must be reported on in the feedback report to the referring manager. The service provider must integrate the themes and trends of the assessments as well as feedback reports into the periodic reports.
	b) Feedback reports must be submitted after every intervention with exception to the one (1) hour sessions. Reports for the interventions must be submitted within seven (7) working days of the intervention. A penalty will be incurred for any late submission of reports related to the psycho-social development interventions <b>(See Annexure D)</b> .
<b>3.2.7.5</b>	<b>Reporting Requirements for Secondary Service Provider</b>
	a) An inherent requirement for the secondary service provider will be to provide psychosocial interventions statistics to the primary service provider. This is to calculate the engagement rate of the entire Employee Health and Wellness programme.
	b) The account manager is responsible to ensure that statistics including themes are provided to the EHW primary service provider on a monthly basis.
	c) Reports may be requested from the service provider on an adhoc basis to supplement the EHW primary service provider statistics and narrative analysis.

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**4. PHASE 1 (A): COMPULSORY CONDITIONS OF BID**

4.1 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
4.1.1	<p>Each bidder must attend a compulsory information session held face to face on:</p> <p>Date: <b>27<sup>th</sup> September 2023</b></p> <p>Time: <b>11:00am – 12:30pm</b></p> <p>Venue: <b>Auditorium, M9 Building on the premises of Karl Bremer Hospital</b></p> <p><b>NB: No late commers. Doors will close at 11:30am</b></p> <p>The compulsory information session will be used to answer any questions that potential bidders may have in relation to these Terms of Reference.</p>		
4.1.2	<p>The bidding company must have proven experience in delivering an EHW service (preventative and remedial) as it relates to the Secondary services within the Republic of South Africa. In this regard, please provide a company profile indicating the following:</p> <p>a) The range of EHW services provided as required in this bid;</p> <p>b) List of clients served;</p> <p>c) Experience of the Executive Management Team;</p> <p>d) The bidding company must be registered with Employee Assistance Professional South Africa (EAPA-SA) and copies of valid registration must be provided with the bidding documents. The WCGHW reserves the right to independently verify registration.</p> <p>e) An indication of the bidding company experience must be provided.</p>		
4.1.4	<p>The bidding company must be able to demonstrate the following ability:</p> <p>a) Serve all clients in Afrikaans, English and IsiXhosa (as it relates to psycho-social Interventions, coaching, conflict mediation, and team audits.</p> <p>b) For all of the services mentioned in table 1. 3.2.1 – 3.2.4, there must be a spectrum of clinical professional personnel across the Western Cape Province and must be available in all the regions.</p>		



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	<p>c) A list of names of clinical professional personnel with 3 or more years of experience that are available on a retainer system must be provided with the bid documents (<b>Annexure A</b>). The clinical professional personnel list of psychologists and social workers rendering interventions must be submitted and include name &amp; surname, designation, statutory body registration number, skills offered, and area/suburb/city of operation.</p> <p>d) The service provider must provide a list of names of coaches with 3 or more years of experience that are available on a retainer system. The coaching list of all coaches rendering the coaching programme must be submitted and include area/suburb/city of operation; years of experience, race, gender and languages spoken (<b>Annexure C</b>).</p> <p>e) <b>Clinical Professional Personnel or Coaches still in the employment of WCGHW such as, social workers and/or psychologists will not be accepted.</b></p> <p>f) In regions or rural areas where there is a shortage of skills, the service provider must ensure that the clinical professional personnel travels to where the client is at. The WCGHW reserves the right to request specific specialists.</p>		
4.1.5	The bidding company must have a specific IT infrastructure (hardware, software and database) and capability to provide integrated management reports and a licensing agreement/s as proof for the Information System being utilized.		
4.1.6	<p>As it relates to Secondary Services, the bidding company must demonstrate its experience in providing secondary EHW services by providing a minimum of three (3) reference letters from clients confirming the range of EHW services provided by the bidder. Contact details of the referring company e.g. (company name, name and position of person who can be contacted and telephone number and email address) must be supplied in the reference letter. One (1) of these reference letters must show that the bidding company has experience in providing EHW services to at least 10 000 employees.</p> <p>This information must be provided on either a reference letter from the company where previous work was performed or a sworn affidavit.</p> <p><b>Note: Please note WCGHW will not supply a reference letter to bidders in this regard.</b></p>		
4.1.7	Each bidder must be <b>duly registered on the Central Supplier Database (CSD). IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER. CSD report to be attached.</b>		
4.1.8	Each bid must contain a duly completed and signed <b>WCBD 1 form (Invitation to Bid form)</b> . 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 in the bidder's Bid Proposal.		

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4.1.9	Each bid must contain a duly completed and signed <b>WCBD 4 form (Declaration of Interest, Declaration of Service Provider's Past Supply Chain Management Practices and Certificate of Independent Bid Determination)</b> . 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 submission of bids. The WCBD 4 form (including all information and documentation required in terms thereof) must be included in the envelope containing the Service Provider's Bid Proposal.		
4.1.10	Where the bidder intends to claim preferential procurement points for <b>B-BBEE</b> , each bid must contain a duly completed and signed <b>WCBD 6.1 form (Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022)</b> . 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 the envelope containing the bidder's Bid Proposal. In the event that a bidder does not submit a duly completed WCBD 6.1 form (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.		
4.1.11	<p><b>Where applicable</b>, any bid submitted by a <b>consortium, subcontractor or joint venture</b> of two or more firms must be accompanied by a copy of the consortium formation document, sub-contracting agreement or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortia, subcontractors and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium, subcontractor or joint venture in terms of the contract contemplated herein. Where a bid is submitted by a consortium, subcontractor or joint venture of two or more firms, please ensure that:</p> <ul style="list-style-type: none"> <li>• The joint venture agreement, subcontracting 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, a consortium or sub-contractor (as the case may be); and</li> <li>• All standard bidding forms (i.e., WCBD 1, WCBD 4 and WCBD 6.1) are completed in respect of <b>each</b> member firm.</li> <li>• <b>A trust, consortium, subcontractor or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.</b></li> </ul> <p>Failure by a group of member firms to adhere to these requirements shall disqualify the bid submitted by such firms.</p>		

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	<p>No copies of a consortium formation document, subcontracting agreement or joint venture agreement will be accepted after the closing date and time.</p> <p>The WCGHW 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, subcontractor 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, subcontractor or joint venture is based outside of South Africa).</p> <p>Failure by a preferred bidder to provide the same within a period stipulated by the WCGHW shall disqualify the bid submitted by that preferred bidder.</p> <p>All WCBD forms provided by a consortium, subcontractor or joint venture must be completed. The WCGHW reserves the right to request clarity in this regard on the WCBD forms provided by a consortium, subcontractor, or joint venture.</p>		
4.1.12	<p>To demonstrate the bidder's agreement with the Conditions of Contract, each bidder must submit a duly completed and signed <b>Table 3: Conditions of Contract</b>. 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 the Bid Proposal . See section 5 below.</p>		

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**5. PHASE 1 (B): SPECIAL CONDITIONS OF CONTRACT**

5.1 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 the 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
5.1.1	The Service Provider must provide the full scope of services as outlined in table 1.		
5.1.2	The Service Provider must provide the required services as soon as the award has been made, and for thirty-six months thereafter, and within the timeframes agreed to between the Service Provider and WCGHW.		
5.1.3	The service provider must ensure that the Information System is functional and operational within <b>90 days</b> from award. This is constituted as a breach of contract. Failure to fulfil this requirement will lead to a breach of contract.		
5.1.4	The Service Provider must provide all required reports and information contemplated in table 1 above, timeously or as specified over the contract period. The cost of providing such reports and information must be included in the agreed fixed fees.		
5.1.5	The Service Provider must, at all times during the term of the contract, comply with and work within all legislation, regulations, policies and frameworks applicable to the WCGHW (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 agreed resource rates.		
5.1.6	The Service Provider 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 Service Provider would ordinarily impose on its clients. Any terms and conditions that are not included herein or in the GCC which the Service Provider requires to be included in the contract between it and the WCGHW may, with the agreement of the WCGHW, be included in the Service Level Agreement referred to below.		
5.1.7	The Service Provider must negotiate in good faith and enter into a Service Level Agreement (SLA) with WCGHW within three (3) months of the date		

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	of appointment, which Service Level Agreement shall, subject to the terms and conditions set out herein, specific agreed key performance indicators, along with an indication on how the Service Provider'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.		
5.1.8	The Service Provider must adhere to all WCGHW governance and compliance policies and processes.		
5.1.9	The service provider undertakes to treat all information furnished by the WCGHW, affected employees or any third party in the execution of the agreement, as secure and confidential and not to disclose the same to any unauthorised third party. The service provider 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. All services rendered to the WCGHW within and after the contract completion must be aligned to the POPIA.		
5.1.10	The bidding company must have an operational (fully functional) office and account manager within the Republic of South Africa. The physical address and list of people employed in this office must be submitted with the bidding documents. Each bidder must also provide <b>proof of such physical address (i.e., a certified copy of a utility bill not older than 3 (three) months, a certified copy of a lease agreement, a sworn affidavit)</b> . If the bidding company does not have an operational and functional office within the Republic of South Africa, the bidder must provide a timeline within a week of awarding the contract, as to when it will set up such functional office within the Republic of South Africa. The office must be setup and operational within 1 month of awarding the contract. Relocation of offices to the Republic of South Africa will not be at a cost to the WCGHW.		
5.1.11	WCGHW shall review the Service Provider's performance in terms of the said contract in line with the SLA and the performance concluded between WCGHW and the Service Provider, read with the terms and conditions set out herein. The Performance Management review will include but is not limited to the following factors: 1) Contract Management and Administration a. Attendance of all contract management meetings scheduled monthly or as required b. Timely submission of correct invoices on a monthly basis, with relevant supporting documents where applicable 2) Contract Delivery a. Ability to provide and maintain the relevant resources, b. Meeting the service requirements as specified in table 1 c. Adhering to delivery timeframes		
5.1.12	In the event that the Service Provider is a consortium or joint venture, each member of such consortium or joint venture (as the case may be)		

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	shall be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract contemplated herein.		
5.1.13	The WCGHW 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 Service Provider concerned.		
5.1.14	The bidder must accept the terms and conditions as presented by the WCGHW.		
5.1.15	The Service Provider must, for the duration of the contract contemplated herein, maintain its registration and accreditation with the Employee Assistance Professional Association South Africa (EAPA-SA).		
5.1.16	All clinical professional personnel and coaches providing services must remain registered with the relevant statutory bodies for the duration of the contract as referred to in item 3.2.1, 3.2.2, 3.2.3 and 3.2.4. Failure to remain registered and accredited whilst performing work shall entitle WCGHW to cancel such a contract. An updated list of clinical professional personnel and coaches must be submitted on the anniversary of the contract or after every service year.		
5.1.17	Monthly, Quarterly and Annual reports will be aligned to the requirements as set out under 3.2.7.		
5.1.18	The WCGHW shall pay for the services contemplated herein after such services have been rendered to the satisfaction of WCGHW, within 30 (thirty) calendar days of receipt of a valid and accurate tax invoice for the Fixed Rate Costing as per Utilisation (A – Variable Cost) as well as the Fixed Services (B – Monthly Fixed Cost) received from the Service Provider.		
5.1.19	In the event that the Service Provider fails to deliver any of the services within the period stipulated in the service requirements above (other than reporting requirements), the entity concerned shall be entitled to impose penalties as specified in the penalties schedule ( <b>Annexure D - Penalty</b> ). Unless the delay was due to any cause reasonably beyond the service provider'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 departments concerned.		
5.1.20	<b>Intellectual Property</b> The WCGHW shall have all right, title and interest in any intellectual property generated during the course of performing the services outlined in table 1, including, but not limited to, all material used in the interventions and reports submitted. The Service Provider may not reproduce or use any of such intellectual property without the prior written permission of the WCGHW.		

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: \_\_\_\_\_



**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

**6. PRICING**

Service Providers must take note of the following:

- 6.1 Each bid must contain a pricing for the required services Fixed services (3.2.5 & 3.2.6), and Variable services (3.2.1 to 3.2.4), which must be provided on and, in the format, as set out in the **WCBD 3.3 form (Pricing Schedule)** attached hereto.
- 6.2 Service Providers must ensure that all pricing in their bid documentation are all-inclusive fixed pricing payable in respect of each item specified under each category of service.
- 6.3 It is to be noted that the WCGHWs financial year runs from 01 April – 31 March.
- 6.4 All pricing must include VAT and will therefore be deemed to be VAT inclusive.
- 6.5 Note that those **Variable Services** (3.2.1 to 3.2.4), provided on an “as and when required basis”.
- 6.6 Please note the employee totals as stipulated in paragraph 1.3 (scope) as follows:
  - WCGHW (approximately 32 198 employees); The numbers are subject to change and are not guaranteed.
- 6.7 The estimated EHW service volumes for Fixed and Variable Services and the estimated EHW services volumes for Variable Services are specified in paragraphs 6.10 and 6.11 below. No commitments or guarantees are placed on the estimated volumes required for the provision of services contemplated in these paragraphs.
- 6.8 Estimated Employee Health and Wellness services volumes for Fixed (3.2.5 & 3.2.6) & Variable Services (3.2.1 to 3.2.4):

SECONDARY SERVICES	ESTIMATED VOLUME PER SERVICE	ESTIMATED VOLUME PER SERVICE	ESTIMATED VOLUME PER SERVICE	ESTIMATED VOLUME PER SERVICE
	WCGHW (2020/21)	WCGHW (2021/22)	WCGHW (2022/23)	WCGHW (AVERAGE OVER 3 YEAR PERIOD)
Psychosocial Development Participants	2119	3523	5771	3804
Psychosocial Development Sessions	249	238	470	319
Conflict Mediation Services (More than 3 People)	5	5	2	4
Coaching Services (Individual)	124	108	59	97
Coaching Team Cases (Group)	14	19	23	19

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**7. Bid Evaluation**

7.1 This bid will be evaluated in 3 phases as follows:

- (i) Phase 1A: Compliance with compulsory Central Supplier Databases registration and completion of the bid document. All Service Providers who comply with Phase 1A will proceed to phase 1B.
- (ii) Phase 1B: Compliance with compulsory statutory and bid conditions, All bidders who comply with Phase 1B will proceed to phase 2.
- (iii) Phase 2: Compliance with functional requirements. An evaluation score sheet, consisting of evaluation criteria, weights and applicable scoring values will be used by the WCGHW to evaluate written responses provided by bidders. A minimum qualifying threshold of 70% must be achieved to proceed to phase 3. The score sheet is reflected below.
- (iv) Phase 3: Application of points for price and BEE status in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, to determine the highest total points scored by a Service Provider. As such, bids will only be eligible for Phase 3 evaluation provided that:
  - (a) Service Provider completed a pricing schedule that conforms in all material respects to the format set out in the WCBD 3.3 form attached hereto, read with paragraph 5 (Pricing) above;
  - (b) Agreement with service requirements and compliance with all compulsory conditions of bid as per Phase 1 have been confirmed;
  - (c) Pursuant to a site visit, the WCGHW was able to verify certain facts as contained in the bidding documents; and
  - (d) Proposals that achieved a functionality evaluation criteria test score of 70% or more.

Please complete the documentary proof summary sheet within the bid document as evidence of your ability to confirm your compliance with the evaluation criteria as stipulated within the bid document. All documentation must be valid at the time of bid closing. Proof of application for registration and similar will not be accepted.

Service Providers who do not submit all the requested documentation as requirements for the purpose of this bid WILL be disqualified from further evaluation.



**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

**Table 4: Functionality criteria**

NO.	CRITERIA	CRITERION WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS
<b>1</b>	<b>Ability to Deliver Specialised Service</b>	<b>25</b>		
A	Demonstrate the ability to successfully implement a Psycho-social Intervention for 3000 employees across the Western Cape (2000 employees in the Metro and 1000 in the Rural)  Reference 3.2.1	5	The methodology and planning processes are comprehensive and clear	5
			The methodology and planning processes used are clear	3
			The methodology and planning processes used are not clear	1
			None provided	0
<b>2</b>	<b>Experience in serving large organisations</b>	<b>25</b>		
B	Experience of the bidding company in providing EHW services to organisations with 10,000 or more employees  Reference 2.4	5	Organisation with more than 15 000 employees	5
			Organisation with 10 000 -15 000 employees	3
			Organisation with 10 000 employees	1
			Organisation with less than 10 000 employees	0
C	Years of experience in providing EHW services for secondary services	5	5 Year and above	5
			3 – 4 Years	3
			2 to 3 Years	1
			1 Year	0
D	Track Record of company	5	More than 5 letters	5
			4 to 5 Letters	3
			3 Reference Letters	1

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

			2 Reference Letters	0
<b>3</b>	<b>Staff capacity</b>	<b>50</b>		
E	Number of Coaches with their CV's within the Metro area  Reference 3.2.4	5	More than 10 coaches	5
			More than 8 coaches	3
			More than 6 coaches	1
			less than 4 coaches	0
F	Number of Coaches with their CV's within the Rural area  Reference 3.2.4	5	More than 6 coaches	5
			More than 4 coaches	3
			More than 2 Coaches	1
			less than 1 coaches	0
G	Number of clinical professional personnel with their CV's within the Metro area  Reference 3.2.1	5	More than 10 clinical professional personnel	5
			More than 8 clinical professional personnel	3
			More than 6 clinical professional personnel	1
			less than 4 clinical professional personnel	0
H	Number of clinical professional personnel with their CV's within the Rural area  Reference 3.2.1	5	More than 6 clinical professional personnel	5
			More than 4 clinical professional personnel	3
			More than 2 clinical professional personnel	1
			less than 1 clinical professional personnel	0
	<b>Total</b>	<b>100</b>		

7.2 A site visit will be conducted by the WCGHW officials on bidders who score 70 and above for functionality, based on the site visit checklist attached as Annexure F, to verify facts in documentation i.e.

- a) Staff capacity;
- b) Fully functional Information System;
- c) Reporting capability; and

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

d) Office within the Republic of South Africa.

7.3 Phase 2 will be concluded only once the site visits are conducted.

7.4 It will be required, and as part of Phase 2, for Service Providers who scored 70 and above for functionality to conduct a demonstration of the Information System to illustrate whether a functional system is in place or how the system will look and function within 3 months should the bid be awarded to such Service Provider. (Demo Presentation at Site Visit)

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

		Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 8 - Instructions for completing bid documents</b>	
8.1	Please provide all compulsory documents required in the bid invitation in the full name of the Service Provider.	
8.2	Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the Service Provider.	
8.3	Please complete all the documents and forms provided in this bid document and furnish all the requested information.	
8.4	Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the specifications in that subsection.	
8.5	A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.	
8.6	It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout your document.	
8.7	If you are unable to comply with a particular requirement or specification, please provide a comment/explanation for not complying.	
8.8	You are permitted to submit testimonials to support your statements of competence and must confirm that these are true and accurate reflections of the service which you intend providing.	
8.9	If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document.	
8.10	Please provide an index/summary of all supporting documents with your bid response.	
8.11	The absence of evidence required to prove your compliance with the bid specifications will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.	
8.12	Re-typing, pdf or other digital conversions and/or amendment of the original bid document are not allowed, and will invalidate your bid response.	
8.13	Response fields that have been left blank intentionally or unintentionally, have been marked with a '✓□', '×□', or other symbols will be considered non-responsive to the particular question.	
	<b>SECTION 9 - Bid clarity</b>	
9.1	<p>(i) Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures up to 5 working day prior to bid closing. Any request for clarification must be submitted by email to Le-Anne Moses (<a href="mailto:Le-Anne.Moses@westerncape.gov.za">Le-Anne.Moses@westerncape.gov.za</a>)</p> <p>Answers to any written queries referred to SCS in accordance with the above-mentioned paragraph will be responded to via email, which information will also be published on the e-Tender portal at <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a>.</p> <p>(ii) The Department reserves the right to request clarifying information from a Service Provider. (ii) Service Providers or interested parties may contact the Department to request clarity or additional information to assist their compiling of a bid. The Department will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, so as to promote the principle of unbiased communication with the parties.</p>	
9.2	If any part of the services is being outsourced from the bidding entity. The bidding entity needs to ensure that the correct documentation is provided and that all parties are registered on the correct databases and platforms.	

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

		<b>Comments/Complies/ Does not comply/Yes/No</b>
	<b>SECTION 10 - Bid awarding</b>	
10.1	All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.	
10.2	Bids that are found compliant in terms of the mandatory, statutory and financial requirements will be evaluated.	
10.3	The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury Department and the Western Cape Government Health procurement parameters.	
10.4	The Department will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria.	
10.5	This committee will assess the offer using this document as the basis for the evaluation. Please refer to Evaluation Criteria.	
10.6	The Department of Health and Wellness reserve the right to award this contract in full or per district depending on the outcome of the evaluation criteria.	
	<b>SECTION 11 – Obligation of the Provider</b>	
	The service sessions must:	
11.1	Accommodate the following language groups: English, Afrikaans and isiXhosa	
11.2	Ensure that presenters manage a medium to large group of participants.	
11.3	Keep attendance registers for all sessions and indicate in such registers details about the topics/ modules and duration	
11.4	Bidding entity should ensure that they include the following in their bid pricing: disbursement cost, travelling cost, pre-assessment, post-assessment, all relevant sessions and all administrative cost.	
11.5	Bid an all-inclusive as per the pricing schedule WCBD 3.2	
	<b>SECTION 12 – Obligation of the Western Cape Government Health</b>	
12.1	The Department shall provide the Service Providers with timely access to information reasonably required by the Service Providers to perform its duties under this agreement.	
12.2	The Department will identify the appropriate participants to attend sessions based on a needs assessment and ensure that the participants are informed of the logistics including date, time and venue of the sessions.	
12.3	The Department will inform the service providers when Departmental venues are required timeously.	
12.4	The Department reserves the right and discretion to extend or expand the contract as required, the Service Provider will receive written confirmation once the WCGHW has obtained the necessary Departmental approval.	
12.5	The Department will inform the service provider when sessions should take place virtually or in-person.	
	<b>SECTION 13– Pricing and payment</b>	
13.1	Different pricing structures for various periods during the contract period, which are subject to fluctuation, will not be considered. Service Providers wishing to make provision for cost variations during the contract period should bid fixed percentages for various periods, i.e. three tier /year 1, 2 and 3.	
13.2	No adjustments will be considered, however, before 3 months of the contract period have expired, and after that adjustments will be considered at the utmost three months.	

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

		Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 13– Pricing and payment (continuation)</b>	
13.3	In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) into a supplier's South African bank account as far as possible. If a successful Service Provider is not yet a regular participant in Departmental contracts and has not been registered already, the service-provider will be required to furnish the Department with its banking details for the systems in operation (Logis, BAS, Syspro) to be registered. Successful Service Providers must ensure, therefore, that their banking details are provided to institutions on request where necessary.	
13.4	On receipt of the invoice by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within 30 calendar days from date of receipt of invoice, subject to any penalty deductions by the Department. If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.	
	<b>SECTION 14 - Negotiations</b>	
14.1	The Department reserves the right to enter into negotiations with Service Providers (before the contract is concluded) and contractors (after the contract is concluded) regarding <i>inter alia</i> price revisions, increases and service delivery should it be deemed necessary	
	<b>SECTION 15-Performance monitoring</b>	
15.1	Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with Contractors will be performed to discuss contract issues. Regular site inspections take place to ensure that the service is being rendered according to the contract, whether the service is being performed at a Departmental site or at the Contractor's own site. On a quarterly basis the successful supplier will have to provide Supply Chain Sourcing three (3) monthly invoices for auditing purposes.	
	<b>SECTION 16 - General</b>	
16.1	Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Western Cape Department of Health and Wellness reserves the right, in its sole discretion: <ul style="list-style-type: none"> <li>(i) To amend the bid process, closing date or any other date at its sole discretion,</li> <li>(ii) To cancel the bid or any part of the bid before the bid has been awarded,</li> <li>(iii) Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,</li> <li>(iv) Not to award the bid to the highest points or lowest price,</li> <li>(v) To reject all responses submitted and to embark on a new bid process,</li> <li>(vi) To withdraw any services from the bid process,</li> <li>(vii) To terminate any party's participation in the bid process</li> <li>(viii) or to accept or reject any response to this invitation to bid on notice to the Service Providers without liability to any party;</li> <li>(ix) To extend or expand the contract on written request from the Department.</li> </ul>	
16.2	Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,	

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

**SPECIAL CONDITIONS OF BID**

These Special Conditions of Contract are applicable to this bid by the Western Cape Government. Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

**1. APPLICATION**

- 1.1 These Special Conditions of Contract ("SCC") are applicable to this bid invited and to be awarded by the Western Cape Government ("WCG").
- 1.2 By submitting a bid in response to the bid invitation from the WCG, a Service Provider accepts and agrees to these SCC, as well as the provisions of the General Conditions of Contract for Government Procurement as issued by National Treasury ("GCC"), unless specified otherwise in writing.

**2. SPECIFIC EXCLUSIONS**

The following clauses of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the WCG:

- 2.1 Subcontracts – clause 20;
- 2.2 Penalties – clause 22;
- 2.3 Settlement of Disputes – clause 27; and
- 2.4 Limitation of liability – clause 28.

**3. REPLACEMENT CLAUSES**

- 3.1 *Clause 20 of the GCC is substituted with the following:*

**Subcontracts and assignment**

- 3.1.1 The Service-provider may not assign, cede, delegate or transfer any of its rights or obligations without the WCG's prior written consent and subject to the relevant WCG procurement prescripts.
- 3.1.2 The Supplier may only sub-contract with the prior written consent of the WCG and subject to the provisions of the Preferential Procurement Policy Framework Regulations, 2011 and other relevant WCG procurement prescripts.

- 3.2 *Clauses 22 and 28 of the GCC are substituted with the following:*

**Penalties and Damages**

- 3.2.1 The WCG may, in respect of every breach, impose penalties in terms of clause 22 of the GCC (or such other penalties as may be agreed upon), or claim damages *in lieu* of a penalty.
- 3.2.2 The WCG's decision to impose a penalty, or claim damages *in lieu* of a penalty, shall not prevent it from exercising any other rights it may have in law, including, but not limited to, the right to claim specific performance.
- 3.2.3 In the event of cancellation of the contract due to breach, the non-defaulting Party shall be entitled to recover all damages which may be suffered as a result of such breach, or from any liability which the non-defaulting Party may directly or indirectly incur as a result of such breach.

- 3.3 *Clause 27 of the GCC substituted with the following:*

**Settlement of Disputes**

- 3.3.1 Should a dispute arise between the parties concerning this contract, the parties shall attempt to resolve the dispute by negotiation. As such the aggrieved party must invite the other party in writing to a meeting within 7 (seven) calendar days to endeavour to resolve the dispute as soon as possible.
- 3.3.2 If the dispute is not resolved by such negotiation, the parties will, upon agreement, refer the dispute to mediation and/or arbitration to be conducted as set out further on. If agreement cannot be reached on whether to refer the dispute to mediation or arbitration, or if better suited, a party may institute legal proceedings in a court of competent jurisdiction to resolve the dispute.

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF AN EMPLOYEE HEALTH AND WELLNESS SERVICE TO THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS (WCGHW) FOR A PERIOD OF 36 MONTHS – PRIMARY SERVICES PROVIDER**

**SPECIAL CONDITIONS OF BID (CONTINUED)**

- |  |   |
|--|---|
| <b>3. REPLACEMENT CLAUSES</b>            | <p><b>Settlement of Disputes</b></p> <p>3.3.3 No referral of any dispute for a resolution process will relieve any party from any liability for the due and punctual performance of its responsibilities under the contract.</p> <p>3.3.4 Notwithstanding anything other provisions a party shall be precluded from obtaining interim, interdictory or similar relief from a court of competent jurisdiction.</p>   |
| <b>4. PAYMENT</b>                        | <p>4.1 The WCG will pay the service-provider for the services rendered or goods provided.</p> <p>4.2 Notwithstanding the WCG's right to impose penalties, the WCG may also withhold payment in respect of services not rendered or goods not supplied in accordance with the contract with the supplier.</p>  |
| <b>5. INDEMNITY</b>                      | <p>The service-provider indemnifies the WCG against all and any claims which may arise, directly or indirectly, from the rendering of the services or supply of the goods by the supplier and where such claim was caused by the negligence, violation of law or breach of any contractually agreed terms or conditions by the service-provider, its employees, agents or representatives.</p>  |
| <b>6. CONFIDENTIALITY AND DISCLOSURE</b> | <p>6.1 The supplier must treat all information and records furnished to it by the WCG, or arising from the execution of the contract, as confidential. The service-provider will not disclose this information to a third party without the WCG's prior written consent.</p> <p>6.2 The WCG may only disclose records of the supplier, including the service-provider's bid response, to a third party in accordance with the provisions of the Promotion of Access to Information Act 2 of 2000.</p> <p>6.3 The supplier will not, without the prior written consent of the WCG, cause any public statement to be made relating to the contract with the WCG.</p> <p>6.4 This clause and its sub-clauses will survive termination of the contract between the parties unless otherwise agreed in writing.</p>  |
| <b>7. BREACH</b>                         | <p>7.1 If a party commits a breach of any of the provisions of the contract the other party may notify the defaulting party of such breach by giving written notice, setting out the breach, and requesting the defaulting party to remedy the breach within, at least, seven calendar days.</p> <p>7.2 In the event that the defaulting party fails to remedy a material breach to the satisfaction of the non-defaulting party, after notice was given in terms of clause 7.1 above, the non-defaulting party may, notwithstanding any other provision of the contract, or rights which the non-defaulting party may have in law, cancel the contract.</p> <p>7.3 A repeated non-material breach of any of the terms and conditions of the contract, and of which notice was given in terms of clause 7.1 above, may also constitute a material breach. In such event the provisions of clause 7.2 above will apply <i>mutatis mutandis</i>.</p> <p>7.4 Notwithstanding any other provision of the contract between the parties, the WCG may suspend the contract, or part thereof, without payment, with reasonable written notice to the service-provider, when there is an imminent and serious public safety or environmental risk caused by the rendering of the services.</p> |



## SPECIAL CONDITIONS OF BID

These Special Conditions of Contract are applicable to this bid by the Western Cape Government. Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

### 8. WAIVER

- 8.1 No waiver of any of the terms and conditions of the contract will be binding unless agreed to in writing by the party waiving the right, and any such waiver will be limited to the specific instance and for the purpose given.
- 8.2 No failure or delay by either party in exercising any right, power or privilege precludes any other, or further, exercising thereof or the exercising of any other right, power or privilege.
- 8.3 No indulgence, leniency or extension of time which a party ("the Grantor") may grant or show the other party, will in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the contract

## DISPUTE RESOLUTION PROCESSES

### MEDIATION

1. Any dispute arising out of or in connection with this contract may be referred by the parties, without legal representation, to a mediator.
2. The dispute shall be heard by the mediator at a place and time to be determined by him or her in consultation with the parties.
3. The mediator shall be selected by agreement between the parties.
4. If agreement cannot be reached upon a particular mediator within five calendar days after the parties have agreed to refer the matter to mediation, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the mediator within ten calendar days after the parties have failed to agree.
5. The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
6. The parties shall have fourteen calendar days within which to finalise their representations. The mediator shall within fourteen calendar days of the receipt of the representations express in writing an opinion on the matter and furnish the parties each with a copy thereof by hand or by registered post.
7. The opinion so expressed by the mediator shall be final and binding upon the parties unless a party is unwilling to accept the opinion expressed by the mediator. In such event, the aggrieved party may institute legal proceedings in a court of competent jurisdiction, unless the parties agree to refer the dispute to arbitration. The expressed opinion of the mediator shall not prejudice the rights of either party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
8. The cost of mediation shall be determined by the mediator.
9. Liability for such cost shall be apportioned by the mediator and shall be due and payable to the mediator on presentation of his or her written account.

### ARBITRATION

1. The Parties may agree to refer any dispute arising out of or in connection with this contract, to arbitration.
2. Arbitration shall be held in Cape Town in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within fourteen calendar days.
3. Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is:
  - (a) primarily a legal matter, a practising senior advocate of the Cape Bar;
  - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

4. If agreement cannot be reached on whether the question in dispute falls under 3(a) or 3(b) above and/or upon a particular arbitrator within seven calendar days after the parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall:
  - (a) determine whether the question in dispute falls under 3(a) or 3(b); and/or
  - (b) within seven calendar days after the parties have failed to agree, appoint an arbitrator from two arbitrators nominated by each party.
5. The arbitrator shall give his or her decision within fourteen calendar days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration be paid either by one or both parties and at such ratio as deemed appropriate by the arbitrator.
6. The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon application by either party.

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....	BID NUMBER: <b>WCGHSC 0379/2023</b>
CLOSING DATE: <b>6 October 2023</b>	OFFERS TO BE VALID FOR <b>60 DAYS</b> FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
		1 <sup>st</sup> Year Fixed Monthly Rate	2 <sup>nd</sup> Year Fixed Monthly Rate	3 <sup>rd</sup> Year Fixed Monthly Rate
1	The Procurement of the service, to provide:			
1.1	<b>Account Manager</b>			
1.2	<b>Reporting</b>			
	Kindly see Section 3.2.5 and 3.2.6 of the Scope of Work			
	Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

- A. Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification? **YES /NO**
- C. If not, indicate deviations on attached specification or separate sheet? .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER: **WCGHSC 0379/2023**

**CLOSING DATE: 6 October 2023**

**OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID**

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
		1 <sup>st</sup> Year 1-hour Session	2 <sup>nd</sup> Year 1-hour Session	3 <sup>rd</sup> Year 1-hour Session
2	The Procurement of the service, to provide: <b>Psycho-Social Interventions (1-Hour)</b>			
2.1	Metro substructure 1-hour Session rate			
2.2	Garden Route 1-hour Session rate			
2.3	Cape Winelands 1-hour Session rate			
2.4	Central Karoo 1-hour Session rate			
2.5	Overberg 1-hour Session rate			
2.6	West Coast 1-hour Session rate			
	<b>Kindly see Section 3.2.1 of the Scope of Work</b>			
	<b>Psycho-Social Interventions to be available to all employees WCGHW: situated across 6 regions and satellite offices: All Districts and Institutions within the Department of Health; Metropole (divided in 4 substructure); West Coast; Garden Route; Central Karoo; Cape Winelands &amp; Overberg.</b>			
	<b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b>			
	<b>Note: The rates quoted should be for the entire session as per the description.</b>			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

- ☐ Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification? **YES /NO**
- C. If not, indicate deviations on attached specification or separate sheet? .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....	BID NUMBER: <b>WCGHSC 0379/2023</b>
CLOSING DATE: <b>6 October 2023</b>	OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
3	The Procurement of the service, to provide: <b>Psycho-Social Interventions (2 Hours)</b>	1 <sup>st</sup> Year 2-hour Session	2 <sup>nd</sup> Year 2-hour Session	3 <sup>rd</sup> Year 2-hour Session
3.1	Metro substructure 2-hour Session rate			
3.2	Garden Route 2-hour Session rate			
3.3	Cape Winelands 2-hour Session rate			
3.4	Central Karoo 2-hour Session rate			
3.5	Overberg 2-hour Session rate			
3.6	West Coast 2-hour Session rate			
	<b>Kindly see Section 3.2.1 of the Scope of Work</b>			
	<p><i>Psycho-Social Interventions to be available to all employees WCGHW: situated across 6 regions and satellite offices: All Districts and Institutions within the Department of Health; Metropole (divided in 4 substructure); West Coast; Garden Route; Central Karoo; Cape Winelands &amp; Overberg.</i></p> <p><b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b></p> <p><b>Note: The rates quoted should be for the entire session as per the description.</b></p>			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

- ☐ Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification? **YES /NO**
- C. If not, indicate deviations on attached specification or separate sheet? .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER: **WCGHSC 0379/2023**

**CLOSING DATE: 6 October 2023**

**OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID**

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
		1 <sup>st</sup> Year 3-hour Session	2 <sup>nd</sup> Year 3-hour Session	3 <sup>rd</sup> Year 3-hour Session
4	The Procurement of the service, to provide: <b>Psycho-Social Interventions (3 Hours)</b>			
4.1	Metro substructure 3-hour Session rate			
4.2	Garden Route 3-hour Session rate			
4.3	Cape Winelands 3-hour Session rate			
4.4	Central Karoo 3-hour Session rate			
4.5	Overberg 3-hour Session rate			
4.6	West Coast 3-hour Session rate			
	<b>Kindly see Section 3.2.1 of the Scope of Work</b>			
	<p><i>Psycho-Social Interventions to be available to all employees WCGHW: situated across 6 regions and satellite offices: All Districts and Institutions within the Department of Health; Metropole (divided in 4 substructure); West Coast; Garden Route; Central Karoo; Cape Winelands &amp; Overberg.</i></p> <p><b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b></p> <p><b>Note: The rates quoted should be for the entire session as per the description.</b></p>			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

- ☐ Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification? **YES /NO**
- C. If not, indicate deviations on attached specification or separate sheet? .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....	BID NUMBER: <b>WCGHSC 0379/2023</b>
CLOSING DATE:	OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
5	The Procurement of the service, to provide: <b>Psycho-Social Interventions (4-Hours)</b>	1 <sup>st</sup> Year 4-hour Session	2 <sup>nd</sup> Year 4-hour Session	3 <sup>rd</sup> Year 4-hour Session
5.1	Metro Sub-structure 4-hour session rate			
5.2	Garden Route 4-hour session rate			
5.3	Cape Winelands 4-hour session rate			
5.4	Central Karoo 4-hour session rate			
5.5	Overberg 4-hour session rate			
5.6	West Coast 4-hour session rate			
	<b>Kindly see Section 3.2.1 of the Scope of Work</b>			
	<p><b>Psycho-Social Interventions to be available to all employees WCGHW: situated across 6 regions and satellite offices: All Districts and Institutions within the Department of Health; Metropole (divided in 4 substructure); West Coast; Garden Route; Central Karoo; Cape Winelands &amp; Overberg.</b></p> <p><b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b></p> <p><b>Note: The rates quoted should be for the entire session as per the description.</b></p>			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

- ☐ Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification? **YES /NO**
- C. If not, indicate deviations on attached specification or separate sheet? .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....	BID NUMBER: <b>WCGHSC 0379/2023</b>
CLOSING DATE: .....	OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
6	The Procurement of the service, to provide: <b>Team Services &amp; Interventions (Team Wellness Assessment/Audit)</b>	1 <sup>st</sup> Year Per session rate	2 <sup>nd</sup> Year Per session rate	3 <sup>rd</sup> Year Per session rate
6.1	Metro Substructure per session rate (1 hour)			
6.2	Garden Route per session rate (1 hour)			
6.3	Cape Winelands per session rate (1 hour)			
6.4	Central Karoo per session rate (1 hour)			
6.5	Overberg per session rate (1 hour)			
6.6	West Coast per session rate (1 hour)			
	<b>Kindly see Section 3.2.2 of the Scope of Work</b>			
	<b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b>			
	<b>Team Services &amp; Interventions (Team Wellness Assessment/Audit) to be available to all employees WCGHW: situated across 6 regions and satellite offices: All Districts and Institutions within the Department of Health; Metropole (divided in 4 substructure); West Coast; Garden Route; Central Karoo; Cape Winelands &amp; Overberg.</b>			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

- A. Period required for commencement of contract after acceptance of bid .....
- ☐ Is offer strictly to specification? **YES /NO**
- C. If not, indicate deviations on attached specification or separate sheet? .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....



**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....	BID NUMBER: <b>WCGHSC 0379/2023</b>
<b>CLOSING DATE: 6 October 2023</b>	<b>OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID</b>

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
7	The Procurement of the service, to provide: <b>Conflict Mediation</b>	1 <sup>st</sup> Year Per Session	2 <sup>nd</sup> Year Per Session	3 <sup>rd</sup> Year Per Session
7.1	Metro substructure per individual session rate (1 hour)			
7.2	Garden Route per individual session rate (1 hour)			
7.3	Cape Winelands per individual session rate (1 hour)			
7.4	Central Karoo per individual session rate (1 hour)			
7.5	Overberg per individual session rate (1 hour)			
7.6	West Coast per individual session rate (1 hour)			
	<b>Kindly see Section 3.2.3 of the Scope of Work</b>			
	<b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b>			
	<i>Conflict mediation to be available to all employees WCGHW: situated across 6 regions and satellite offices: All Districts and Institutions within the Department of Health; Metropole (divided in 4 substructure); West Coast; Garden Route; Central Karoo; Cape Winelands &amp; Overberg.</i>			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

- A. Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification? **YES /NO**
- ☐ If not, indicate deviations on attached specification or separate sheet? .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER: **WCGHSC 0379/2023**

**CLOSING DATE:**

**OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID**

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
		1 <sup>st</sup> Year Per Session	2 <sup>nd</sup> Year Per Session	3 <sup>rd</sup> Year Per Session
8	The Procurement of the service, to provide: <b>Conflict Mediation</b>			
8.1	Metro substructure per group session rate (1 hour)			
8.2	Garden Route per group session rate (1 hour)			
8.3	Cape Winelands per group session rate (1 hour)			
8.4	Central Karoo per group session rate (1 hour)			
8.5	Overberg per group session rate (1 hour)			
8.6	West Coast per group session rate (1 hour)			
	<b>Kindly see Section 3.2.3 of the Scope of Work</b>			
	<b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b>			
	<i>Conflict mediation to be available to all employees WCGHW: situated across 6 regions and satellite offices: All Districts and Institutions within the Department of Health; Metropole (divided in 4 substructure); West Coast; Garden Route; Central Karoo; Cape Winelands &amp; Overberg.</i>			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

A. Period required for commencement of contract after acceptance of bid .....

B. Is offer strictly to specification? **YES /NO**

C. If not, indicate deviations on attached specification or separate sheet? .....

D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**

E. If so, state your VAT registration number .....

F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER: **WCGHSC 0379/2023**

**CLOSING DATE: 6 October 2023**

**OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID**

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
		1 <sup>st</sup> Year Per Session	2 <sup>nd</sup> Year Per Session	3 <sup>rd</sup> Year Per Session
9	The Procurement of the service, to provide a follow up <b>Coaching: Executive Management</b>			
9.1	Metro substructure per session rate (1 hour)			
9.2	Garden Route per session rate (1 hour)			
9.3	Cape Winelands per session rate (1 hour)			
9.4	Central Karoo per session rate (1 hour)			
9.5	Overberg per session rate (1 hour)			
9.6	West Coast per session rate (1 hour)			
	<b>Kindly see Section 3.2.4 of the Scope of Work</b>			
	<b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b>			
	<i>The service provider is required to provide coaching to Senior Management members, Middle Management members and Executive Managers within the WCGHW.</i>			

**IMPORTANT NOTES: The questionnaire below must be completed in full by replying to each and every question.**

A. Period required for commencement of contract after acceptance of bid .....

B. Is offer strictly to specification? **YES /NO**

☐ If not, indicate deviations on attached specification or separate sheet? .....

D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991  
(Act No. 89 of 1991) **YES /NO**

E. If so, state your VAT registration number .....

F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER: **WCGHSC 0379/2023**

**CLOSING DATE: 6 October 2023**

**OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID**

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
		1 <sup>st</sup> Year Per Session	2 <sup>nd</sup> Year Per Session	3 <sup>rd</sup> Year Per Session
10	The Procurement of the service, to provide a follow up <b>Coaching: Senior Management and Middle Management</b>			
10.1	Metro substructure per session rate (1 hour)			
10.2	Garden Route per session rate (1 hour)			
10.3	Cape Winelands per session rate (1 hour)			
10.4	Central Karoo per session rate (1 hour)			
10.5	Overberg per session rate (1 hour)			
10.6	West Coast per session rate (1 hour)			
	<b>Kindly see Section 3.2.4 of the Scope of Work</b>			
	<b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b>			
	<b>The service provider is required to provide coaching to Senior Management members, Middle Management members and Executive Managers within the WCGHW.</b>			

**IMPORTANT NOTES: The questionnaire below must be completed in full by replying to each and every question.**

A. Period required for commencement of contract after acceptance of bid .....

B. Is offer strictly to specification? **YES /NO**

C. If not, indicate deviations on attached specification or separate sheet? .....

D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**

E. If so, state your VAT registration number .....

F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE (SECONDARY)**

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) WITHIN WESTERN CAPE GOVERNMENT HEALTH, FOR A THREE YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER: **WCGHSC 0379/2023**

**CLOSING DATE: 6 October 2023**

**OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID**

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT		
11	The Procurement of the service, to provide a follow up <b>Coaching Assessment &amp; Feedback: Executive Management, Senior Management and Middle Management</b>	1 <sup>st</sup> Year Per Session	2 <sup>nd</sup> Year Per Session	3 <sup>rd</sup> Year Per Session
11.1	Metro & Rural per session rate (Assessment Tool 1 hour)			
11.2	Metro & Rural per session rate (Feedback 1 hour)			
	<b>Kindly see Section 3.2.4(g) of the Scope of Work</b>			
	<b>Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.</b>  <i>The service provider is required to provide an assessment tool and feedback session to Senior Management members, Middle Management members and Executive Managers within the WCGHW.</i>			

**IMPORTANT NOTES:** The questionnaire below must be completed in full by replying to each and every question.

A. Period required for commencement of contract after acceptance of bid .....

B. Is offer strictly to specification? **YES /NO**

C. If not, indicate deviations on attached specification or separate sheet? .....

D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**

☐ If so, state your VAT registration number .....

F. Are the prices quoted for the service firm for the full contract period? .....

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**ANNEXURE A - LIST THE QUALIFIED AND PROFESSIONALLY REGISTERED PSYCHOLOGISTS OR SOCIAL WORKERS RENDERING PSYCHOSOCIAL INTERVENTIONS**

List the qualified and professionally registered psychologists or social workers (include proof of registration with HPCSA and /or SACSSP) personnel of the service provider.

- Name & Surname
- Registered psychologists & social workers of the service provider.
- Statutory Body Registration Number for each staff member
- Area/suburb/city of Operation

[illegible]

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

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[illegible]

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**


[illegible]



**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

1	2	3	4	5

## ANNEXURE B - ALL STAFF WORKING IN THE COMPANY AND THEIR JOB POSITIONS

All staff working in the company and their position and function in the company (e.g., account manager, managers, training consultants, quality assurance, administration, etc.).

[illegible]

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

[illegible][illegible]

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.

[illegible][illegible]

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.


**ANNEXURE C – COACHES WITH 3 OR MORE YEARS OF EXPERIENCE THAT ARE AVAILABLE ON A RETAINER SYSTEM**

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.

[illegible]

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

[illegible]

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

[illegible]

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**ANNEXURE D – PENALTIES TABLE**

Number	Penalty	Calculation of Penalty Price.	Penalty Fee
<b>Invoices</b>			
<b>1</b>	Invoices not received on the required date for services rendered.	For each invoice not received by the required date.	R2000 per day per invoice for each invoice that is not received on time.
<b>Employee Health and Wellness Services: Secondary Services</b>			
<b>2</b>	Cancellation by service provider for psychosocial development intervention	Per session missed	50% of session cost
<b>3</b>	Cancellation by service provider for team audit	Per session missed	50% of session cost
<b>4</b>	Cancellation by service provider for conflict mediation service	Per session missed	50% of session cost
<b>5</b>	Cancellation by service provider for coaching session	Per session missed	50% of session cost
<b>6</b>	Complaints not resolved within 5 working days	Complaints not resolved within time frame	R500 per day per complaint.
<b>Reporting</b>			
<b>7</b>	Reports not sent timeously to Primary Service Provider.	Report is outstanding	R500 per report per day
<b>8</b>	Ad-hoc Reports not received within 7 days	For each reporting site that a report is outstanding	R500 per report per day
<b>9</b>	Coaching reports not received within 7 days after mid-way and close out session	For each coaching intervention that the report is outstanding.	R500 per report per day
<b>10</b>	Team audit report not received after 7 days	For each team report not received	R500 per report per day
<b>11</b>	Quality of reporting	Reports are not of quality standard. i.e., spelling & grammar, repetition of reports, lacking detail, etc.	R500 per report per day



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**ANNEXURE E - FUNCTIONALITY & EVALUATION CRITERIA (ONE SCORE PER AREA)**

NO.	CRITERIA	CRITERION WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	POINTS
<b>1</b>	<b>Ability to Deliver Specialised Service</b>	<b>25</b>		
A	Demonstrate the ability to successfully implement a Psycho-social Intervention for 3000 employees across the Western Cape (1500 employees in the Metro and 1500 in the Rural)  Reference 3.2.1	5	The methodology and planning processes are comprehensive and clear	5
			The methodology and planning processes used are clear	3
			The methodology and planning processes used are not clear	1
			None provided	0
<b>2</b>	<b>Experience in serving large organisations</b>	<b>25</b>		
B	Experience of the bidding company in providing EHW services to organisations with 10,000 or more employees  Reference 2.4	5	Organisation with more than 15 000 employees	5
			Organisation with 10 000 -15 000 employees	3
			Organisation with 10 000 employees	1
			Organisation with less than 10 000 employees	0
C	Years of experience in providing EHW services for secondary services	5	5 Year and above	5
			3 – 4 Year	3
			2 to 3 Year	1

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			1 Year	0
D	Track Record of company	5	More than 5 letters	5
			4 to 5 Letters	3
			3 Reference Letters	1
			2 Reference Letters	0
<b>3</b>	<b>Staff capacity</b>	<b>50</b>		
E	Number of Coaches with their CV's within the Metro area Reference 3.2.4	5	More than 8 coaches	5
			More than 6 coaches	3
			More than 4 coaches	1
			less than 2 coaches	0
F	Number of Coaches with their CV's within the Rural area Reference 3.2.4	5	More than 4 coaches	5
			More than 3 coaches	3
			More than 2 Coaches	1
			less than 1 coaches	0
G	Number of clinical professional personnel with their CV's within the Metro area Reference 3.2.1	5	More than 8 clinical professional personnel	5
			More than 6 clinical professional personnel	3
			More than 4 clinical professional personnel	1
			less than 2 clinical professional personnel	0
H	Number of clinical professional personnel with their	5	More than 4 clinical professional personnel	5

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CV's within the Rural area  Reference 3.2.1		More than 3 clinical professional personnel	3
		More than 2 clinical professional personnel	1
		less than 1 clinical professional personnel	0
<b>Total</b>	<b>100</b>		

**ANNEXURE F – SITE VISIT CHECKLIST**

Item	Description	Yes / No	Proof / Evidence
Reliable Internet Connectivity	Reliable Internet Connectivity		Bandwidth & Service Provider Back-up systems / Alternative Energy Sources for loadshedding need to be in place.
Number of clinical professional personnel	Professional registered trained staff to implement psychosocial interventions		List the qualified and professionally registered psychologists or social workers (include proof of registration with HPCSA and /or SACSSP) professionals on a retainer system. Bid Evaluation Committee Member to check.
Number of Coaches	Professional registered trained coaches to implement coaching programmes		List the qualified coaches (include proof of registration with Coaches and Mentors of South Africa (COMENSA), The International Coaching federation (ICF) registered with a coaching practice/institute registered and accredited by the Services SETA) professionals on a retainer system. Bid Evaluation Committee Member to check.
List of Psychosocial Interventions / topics	Topics covered as per specification 3.2.1. (e.g., power point presentation, manual, reading material handouts for participants, etc.)		Power point presentation, manual, reading material handouts for participants for various Psychosocial topics, evaluation assessments/ feedback from end users.
There is a dedicated account manager with 5 years' experience.	Dedicated account manager liaising with WCGHW		CV of account manager

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The account manager must be supported by at least 2 administration staff.	Dedicated staff working with account manager		CVs of Administration staff and organogram to indicate the reporting line.
Office within Republic of South Africa	Office to be available within Republic of South Africa. Dedicated Space, this space should be equipped with comfortable chairs, a desk, and computers with internet connectivity and people.		Physical space

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**ANNEXURE G – SITE STRUCTURE LIST**

<b>Institution</b>	<b>Number of employees</b>
<b>Head Office</b>	<b>1475</b>
<b>Tertiary Hospitals (Total)</b>	<b>9380</b>
• Groote Schuur Hospital	3645
• Red Cross Hospital	1133
• Tygerberg	4602
<b>Metro Health Services (Total)</b>	<b>12859</b>
• Office of Chief Dir: Metro Health Services	278
• Northern/Tygerberg	1801
• Western/Southern	2028
• Klipfontein/M Plain	2084
• Khayelitsha/Eastern	1789
• Metro Regional Hospitals	2936
• Metro Specialised Hospitals	914
• Psychiatric Institutions	1943
<b>Rural health Services (Total)</b>	<b>7941</b>
• CD: Rural Health Services	155
• Cape Winelands	1568
• Garden Route	1728
• Overberg	866
• Central Karoo	476
• West Coast	1420
<b>Emergency and Clinical Service Support (ECSS)</b>	<b>2357</b>
• CD: Emergency & Clinical Service Support	50
• Emergency Medical Services (EMS)	1979
• Forensic Pathology Services (FPS)	328
<b>Grand Total</b>	<b>33,198</b>

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**ANNEXURE H – REPORTING STRUCTURE**

#	Sites	Report Monthly	Report Quarterly	Report Bi-Annual	Report Annual
1.	WCGHW_Annual	√	√	√	√
2.	WCGHW Branch Corporate Services Support (People Management, Supply Chain Management , Facilities and Infrastructure Management and Financial Management, Office of the DDG)		√	√	√
3.	WCGHW Branch Health Service Delivery (Tertiary Hospitals , ECSS, MHS, RHS , Office of the DDG)		√	√	√
4.	WCGHW_Emergency and Clinical Services Support (office of the chief director)		√	√	√
5.	WCGHW_Emergency and Clinical Services Support_EMS	√	√	√	√
6.	WCGHW_Emergency and Clinical Services Support_Forensic Pathology Services	√	√	√	√
7.	Directorate Service Priorities Co-ordination		√	√	√
8.	Directorate Clinical Service Improvement		√	√	√
9.	Directorate Medicines, Laboratory and Blood services support		√	√	√
10.	WCGHW_Metro Health Services Overall (Office of MHS Chief Director)	√	√	√	√
11.	WCGHW_MHS_Eastern Khayelitsha Sub Structure	√	√	√	√
12.	WCGHW_MHS_Klipfontein Mitchells Plain Sub Structure	√	√	√	√
13.	Directorate Specialised Hospitals (Psychiatric ,Oral Health and Rehab Centres)	√	√	√	√
14.	WCGHW_MHS_Northern Tygerberg Sub Structure	√	√	√	√
15.	WCGHW_MHS_Western Southern Sub Structure	√	√	√	√
16.	WCGHW_RHS_Cape Winelands	√	√	√	√
17.	WCGHW_RHS_Central Karoo	√	√	√	√
18.	WCGHW_RHS_Garden Route District	√	√	√	√
19.	WCGHW George Sub District			√	√
20.	WCGHW Hessequa Sub District			√	√
21.	WCGHW Mossel Bay Sub District			√	√
22.	WCGHW_MHS_Metro Regional Hospitals	√	√	√	√
23.	WCGHW Oudtshoorn_Kannaland Sub District_Annual Review		√	√	√
24.	WCGHW_RHS_Overberg District	√	√	√	√
25.	WCGHW_RHS_Rural Regional Hospitals (Paarl, Worcester and George)	√	√	√	√
26.	WCGHW_RHS_West Coast District	√	√	√	√
27.	WCGHW_Rural Health Services Overall office of Chief Director	√	√	√	√
28.	WCGHW_Tertiary Hospitals		√	√	√
29.	WCGHW_Tertiary Hospitals_Groote Schuur	√	√	√	√
30.	WCGHW_Tertiary Hospitals_Red Cross Hospital	√	√	√	√
31.	WCGHW_Tertiary Hospitals_Tygerberg_Hospital	√	√	√	√
32.	WCGHW_Western_Cape_College_of_Nursing		√	√	√
33.	WCGHW_Western_Cape_College_of_EMS		√	√	√
34.	WCGHW_NPOs		√	√	√

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**Annexures:**

<b>Annexure</b>	<b>Name</b>	<b>Description</b>
<b>ANNEXURE A - List the qualified and professionally registered psychologists or social workers rendering psychosocial interventions</b>	Template of qualified and professionally registered psychologists or social workers on a retainer system.	List the qualified and professionally registered psychologists or social workers (include proof of registration with HPCSA and /or SACSSP) professionals on a retainer system. <ul style="list-style-type: none"> <li>• Name &amp; Surname</li> <li>• Registered psychologists &amp; social workers</li> <li>• HPCSA and /or SACSSP registration</li> <li>• CV attached</li> </ul>
<b>ANNEXURE B - all staff working in the company and their job positions</b>	All staff working in the company and their position and function in the company (e.g., account manager, managers, training consultants, quality assurance, administration, etc.).	<ul style="list-style-type: none"> <li>• Template to all staff working in the company and their positions.</li> </ul>
<b>ANNEXURE C – Coaches with 3 or more years of experience that are available on a retainer system</b>	A list of names of coaches with 3 or more years of experience that are available on a retainer system must be provided with the bid document. The coaching list must be submitted and including area/suburb/city of operation; years of experience, race, gender and languages spoken.	<ul style="list-style-type: none"> <li>• List of names of coaches with 3 or more years of experience that are available on a retainer system.</li> <li>• The coaching list of all coaches rendering the coaching programme must be submitted and including area/suburb/city of operation; years of experience, race, gender and languages spoken.</li> </ul>
<b>Annexure D (WCGHW to provide)</b>	<ul style="list-style-type: none"> <li>• Penalties Table</li> </ul>	<ul style="list-style-type: none"> <li>• Penalties Table</li> </ul>
<b>Annexure E (WCGHW to provide)</b>	<ul style="list-style-type: none"> <li>• Functionality &amp; Evaluation criteria</li> </ul>	<ul style="list-style-type: none"> <li>• Functionality &amp; Evaluation criteria</li> </ul>
<b>Annexure F (WCGHW to provide)</b>	<ul style="list-style-type: none"> <li>• Site Visit Checklist</li> </ul>	<ul style="list-style-type: none"> <li>• Site Visit Checklist</li> </ul>
<b>Annexure G (WCGHW to provide)</b>	<ul style="list-style-type: none"> <li>• Site Structure List</li> </ul>	<ul style="list-style-type: none"> <li>• Site Structure List</li> </ul>
<b>Annexure H (WCGHW to provide)</b>	<ul style="list-style-type: none"> <li>• Reporting sites for reports required</li> </ul>	<ul style="list-style-type: none"> <li>• Reporting for each intervention and coaching, intervention, team audit, and conflict mediation.</li> </ul>

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**PROVINCIAL GOVERNMENT WESTERN CAPE**

**DECLARATION OF INTERESTS, SERVICE PROVIDERS 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 Service Provider to make this declaration in respect of the details required hereunder.
3. All prospective Service Providers 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.

**1. Definitions**

**"bid"** means a Service Provider'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;

**"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;

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**WCBD 4**

**“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 any 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—
    - (a) illegal, dishonest, unauthorised, incomplete, or biased; or
    - (b) 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—
    - (a) the abuse of a position of authority;
    - (b) a breach of trust; or
    - (c) 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 not to do anything, of the, is guilty of the offence of corruption.

**“CSD”** means the Central Supplier Database maintained by National Treasury;

**“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;

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**"RWOEE" means –**

Remunerative 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.

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;
    - (i) 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 Service Provider or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the Service Provider is employed by the Institution.
9. The bid of any Service Provider may be disregarded if that Service Provider 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 Service Provider if that Service Provider, 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.
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

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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 Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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WCBD 4

## 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

[illegible]

## SECTION B: DECLARATION OF THE SERVICE PROVIDER'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 (RWOOE), 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? <b>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</b>	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? <b>(If yes complete Table B and attach their approved "RWOEE")</b>	NO	YES

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<b>B3.</b>	Are any family members of the persons listed in Table A employees of an organ of state? <i>(If yes complete Table B)</i>	NO	YES
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**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 SERVICE PROVIDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

**SECTION C: PERFORMANCE MANAGEMENT AND SERVICE PROVIDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES** To enable the prospective Service Provider 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
-----	---	----	-----

**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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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 Service Provider 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**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

*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.*

**WCBD 4**

**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**



## APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.

*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.*

### WCBD 6.1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S 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

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**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE**

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#### 1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid 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, which 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 codes of good practice of 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 a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation 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



**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

1.14 **"Person"** includes a juristic person;

1.15 **"Price"** means an amount of money bid for goods and 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 requirements prescribed in terms of the Broad-based Black Economic Empowerment Act

**WCBD 6.1**

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 South African currency 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 services through price quotations, competitive bidding processes 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 to originate 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, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes 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 for such property to be administered for the benefit of another person.

**2. GENERAL CONDITIONS**

2.1 The following preference points 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)
- the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).

2.2 Preference points 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 points system shall be applicable; or
- (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

*(Delete whichever option is not applicable to this bid)*

- 2.3 Preference points for this bid 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	
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	100	100

**WCBD 6.1**

- 2.5 Failure on the part of a bidder to complete and 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, along with the bid, or an affidavit issued by the 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 Regulation 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 bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
- (a) points out of **80/90** for **price**; and
  - (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If 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 Per Regulation 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, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

**4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES**

**4.1 POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \quad \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

WCBD 6.1

**5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT**

**5.1 POINTS AWARDED FOR PRICE**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \quad \quad \quad Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax= Price of highest acceptable bid

**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 following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No 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.

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

- 6.3 A **QSE that is less than 51% (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% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 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 bid.
- 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:

**WCBD 6.1**

**8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 5**

- 8.1 B-BBEE Status Level: ..... = ..... *(maximum of 20 points in terms of 80/20)*
- 8.2 B-BBEE Status Level: ..... = ..... *(maximum of 10 points in terms of 90/10)*

*(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by 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 bid).*

**9. SUB-CONTRACTING**

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

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

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder must state in its 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: .....

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10.3 Company Registration number: .....

- 10.4 Type of company/firm (Select applicable option)
- ☐ Partnership/Joint venture consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public company
  - ☐ Personal liability company
  - ☐ (Pty) Ltd
  - ☐ Non-profit company
  - ☐ State-owned company

10.5 I/we, the undersigned, who am/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 8 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 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

**WCBD6.1**

- (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 to secure a particular B-BBEE status or any benefit associated with compliance with 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, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
  - (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or 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% of its annual turnover.
  - (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,

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- (f) in addition to any other remedy it may have, the organ of state may -
  - (i) disqualify the bidder from the bid process,
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
  - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, 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. ....

**WESTERN CAPE GOVERNMENT HEALTH**

GOODS & SERVICES SOURCING

BID OPENED @ 11:00

## SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

<b>Full name and surname</b>	
<b>Identity number</b>	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise name</b>	
<b>Trading name</b>	
<b>Registration number</b>	
<b>Enterprise address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % Black owned;
- The enterprise is \_\_\_\_\_ % Black woman owned;
- Based on management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R30 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or (e) as amended (select one) \_\_\_\_\_ of the dti Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

<b>100% Black owned</b>	<b>Level One</b> (133% B-BBEE procurement recognition)
<b>More than 31% Black owned</b>	<b>Level Two</b> (123% B-BBEE procurement recognition)
(a) At least <b>23%</b> of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 13%.	(b) At least 30% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.
(c) At least <b>23%</b> transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operational or financial capacity.
(e) At least 83% of labour costs should be paid to South African employees by service industry entities.	

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4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

**Deponent signature:**

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**Date:**

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**Commissioner of Oaths signature & stamp**

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**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SECONDARY SERVICE WITHIN THE  
EMPLOYEE HEALTH AND WELLNESS SECTOR TO THE WESTERN CAPE GOVERNMENT HEALTH  
AND WELLNESS FOR A PERIOD OF 36 MONTHS.**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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- 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 Service Provider, and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Service Provider 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

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excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Service Provider shall furnish to the purchaser the performance security of the amount specified in SCC.

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- 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 Service Provider.
- 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 Service Provider 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

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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.

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.



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- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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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-

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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.

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| <b>26. Termination for insolvency</b> | 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.   |
| <b>27. Settlement of Disputes</b>     | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul> |
| <b>28. Limitation of liability</b>    | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>   |
| <b>29. Governing language</b>         | 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.  |
| <b>30. Applicable law</b>             | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.   |
| <b>31. Notices</b>                    | 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  |

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his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- 32.3 No contract shall be concluded with any Service Provider 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 Service Provider. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Service Provider (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a Service Provider(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a Service Provider(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 Service Provider(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 Service Provider(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)