

## **1. INTRODUCTION**

The Council on Higher Education (CHE) is an independent statutory body established in May 1998 as provided for by Section 4 of the Higher Education Act (Act No. 101 of 1997, as amended), and it also functions as the Quality Council for Higher Education in terms of the National Qualifications Framework Act (Act No 67 of 2008, as amended). It is a Schedule 3A national public entity in terms of the Public Finance Management Act (Act No. 1 of 1999). More information on the CHE can be obtained from the website <http://www.che.ac.za>.

## **2. PURPOSE OF THIS REQUEST FOR QUOTATION (RFQ)**

The purpose of this bid is to invite a professional service providers (PSP's) need to be appointed, according to their areas of expertise, to ensure that there is a continuation and non-interruption in the provision of this vital and critical service. The Employees Wellness Programme model ensures the mental health of employees, thus enabling improved efficiency and productivity and stimulating the growth of the CHE whilst reducing the costs associated with human behaviour. Employees are informed, empowered, and provided with the means to take ownership of their wellbeing to achieve a healthy work-life balance, by supporting them with the necessary interventions and self-management tools to maintain optimum bottom-line performance and improve their morale and overall wellbeing.

## **3. LEGISLATIVE FRAMEWORK**

### **3.1. Tax Legislation**

- 3.1.1. Bidder(s) must be compliant when submitting a proposal to CHE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 3.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

- 3.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose
- 3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 3.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**3.2. Procurement Legislation**

The CHE has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

**3.3. Technical Legislation and/or Standards**

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

**4. BRIEFING SESSION**

There will be no briefing Session

**5. Enquiries/Clarification**

Suppliers will be permitted to send enquiries and clarities to the from 02 February 2023 until 10 February 2023. An e-mail must be sent to the Technical Manager, Ms Mamapudi Mashiane via email [Mashiane.d@che.ac.za](mailto:Mashiane.d@che.ac.za) and/or 012 349 3840 and copy [Motlhalifi.d@che.ac.za](mailto:Motlhalifi.d@che.ac.za).

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the CHE's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the CHE to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the CHE extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## **6. CONTACT AND COMMUNICATION**

- 6.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, **Ms Dorah Motlhalifi** via email [Motlhalifi.d@che.ac.za](mailto:Motlhalifi.d@che.ac.za) and/or **012 349 3915**. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 6.2. The delegated office of the CHE may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 6.3. Any communication to an official or a person acting in an advisory capacity for the CHE in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 6.4. All communication between the Bidder(s) and the CHE must be done in writing.
- 6.5. Whilst all due care has been taken in connection with the preparation of this bid, the CHE makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. The CHE, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current, or complete.
- 6.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the CHE (other than minor clerical matters), the Bidder(s) must promptly notify the CHE in writing of such discrepancy, ambiguity, error, or inconsistency to afford the CHE an opportunity to consider what corrective action is necessary (if any).

- 6.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the CHE will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid, or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **7. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

## **8. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## **9. FRONTING**

- 9.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemn any form of fronting.
- 9.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may

invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CHE may have against the Bidder contractor concerned.

## **10. SUPPLIER DUE DILIGENCE**

The CHE reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## **11.SUBMISSION OF PROPOSALS**

11.1. Bid documents must be placed in the tender box at **the CHE, Reception Area, No.: 1 Quintin Brand Street, Persequor Technopark, Brummeria, Pretoria East, 0020** on or before the closing date and time.

11.2. Bid documents will only be considered if received by the CHE before the closing date and time.

11.3. The bidder(s) are required to submit Three (3) copies of file 1: one (1) original and Two (2) duplicate.

and submit One (1) original copy of File 2 (price schedule sealed separately), and one (1) USB with content of each file by the Closing date 10 February 2023 at 11:00am. Each file and USB must be marked correctly and sealed separately for ease of reference during the evaluation process.

REQUEST FOR PROPOSAL NO. **CHE/CS/01/02/2023**  
 Appointment of Service Provider  
 for the Provision of Employee Wellness Services to the  
 Council on Higher Education

Furthermore, the file and information in the USB must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
<b>Exhibit 1:</b> Pre-qualification documents <i>(Refer to Section 17.1 - Gate 1: Pre-qualification Criteria (Table 1))</i>	<b>Exhibit 1:</b> Pricing Schedule <i>(Refer to Section 18 – Pricing Proposal)</i>
<b>Exhibit 2:</b> <ul style="list-style-type: none"> <li>• Technical Responses and Bidder Compliance Checklist for Technical Evaluation</li> <li>• Supporting documents for technical responses. <i>(Refer to Section 17.2 - Gate 2: Technical Evaluation Criteria)</i></li> </ul>	
<b>Exhibit 3:</b> <ul style="list-style-type: none"> <li>• General Conditions of Contract (GCC) Draft Service Level Agreement <i>(Refer to Section 20 – Service Level Agreement)</i></li> </ul>	
<b>Exhibit 4:</b> <ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Any other supplementary information</li> </ul>	

11.4. Bidders are requested to **initial each page** of the tender document on the top right-hand corner.

## 12. PRESENTATION / DEMONSTRATION

The CHE reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the evaluation process.

## 13. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 24 (twenty-four) months with an option to renew in the CHE's sole discretion for an additional 12 (twelve) months on the same terms and conditions unless the parties agree otherwise.

## 14. TERMS OF REFERENCE

### 14.1 BACKGROUND

The Council on Higher Education (CHE) had implemented an Employee Wellness Programme (EWP) over the past years. The CHE believes that the health and wellness of employees is a business imperative which is a key attribute of business performance and productivity therefore investing in their health and wellness is a paramount importance.

Council on Higher Education is committed and dedicated to putting its employees first. As the employer of choice, the CHE continuously provides platforms for employees to receive support to be productive in their personal and professional life. Unsatisfactory job performance, absenteeism, lateness, accidents are often early warning signs of deeper personal, professional, and environmental problems. CHE recognises that early detection and appropriate interventions to address personal, professional and environmental stressors can prevent or alleviate poor performance, accidents and absenteeism. To this end, it has put in place an Employee Wellness Programme (EWP) which seeks to empower employees with life skills to cope with difficult life and work-related issues so that work performance is not affected.

## 15. SCOPE OF WORK

### 15.1 SERVICE PROVIDERS WILL BE REQUIRED TO:

#### SCOPE OF SERVICE – RETAINER OFFERING

REFERENCE OF SERVICE COMPONENTS	SERVICE DESCRIPTION
<b>SERVICES 1: COUNSELLING SERVICE</b>	
<b>Toll free telephonic supportive counselling</b>  24/7/365) for employees and families. The Service shall be available in 11 official languages.	<b>Professional Support Line Service</b>  Via a 24/7/365 Call Centre. A 24-hour multilingual, psychological counselling service to be available to all eligible employees and immediate family members (off-site).
<b>Personal Face to Face Counselling</b> Model of 6-8 counselling sessions per employee per issue per year with additional two sessions at the discretion of the service provider. Face to face counselling for employees and family members	<b>6-8(six) Personal Counselling (face to face) - sessions per person per year (per condition/incident) close to employee/family member residence or place of work.</b> -Support and counselling for sexual harassment “victims”  -Rehabilitation and counselling for sexual harassment “perpetrators”

**REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023**

Appointment of Service Provider  
for the Provision of Employee Wellness Services to the  
Council on Higher Education

	-Support and counselling for victims of unfair discrimination e.g., disabilities, homophobic, xenophobia etc.
<b>Critical Incidence Services (Trauma debriefing)</b>	<b>A Critical Incident service</b> - offering prompt and professional trauma debriefing and counselling services to employees exposed to incidents of trauma.
<b>Electronic on-line advisory services</b>	Access to a comprehensive <b>Online Wellness Programme</b> . The programme includes an integrated suite of email and web-based health management applications including interactive disease management tools; a selection of health and wellness information; a medical encyclopaedia; quizzes, and calculators; as well as personalised information on a range of employee wellbeing related topics such as stress management, substance abuse, and trauma management. Printable resources.
<b>Management consultancy, referral, and support programs</b>	<b>Service provider to provide:</b> <ul style="list-style-type: none"> <li>- A managerial consultancy program.</li> <li>- Employee referral service to CHE managers in support of their people management responsibilities.</li> </ul>
<b>SERVICES 2: COUNSELLING SERVICE</b>	
<b>Life management services:</b> <ul style="list-style-type: none"> <li>- Debt management and advocacy</li> <li>- Money management (Budgeting)</li> <li>- Legal advice and guidance</li> <li>- Family Care</li> </ul>	<b>Life Management Services</b> A legal wellbeing service that provides CHE employees with detailed practical information, education, counselling, resources, and referrals on a broad range of legal matters, consumer affairs and social benefits.  <b>Assistance on labour law matters is excluded from the service.</b> <b>Financial wellbeing:</b> This component of the service will assist employees who have queries relating to finances and debt.  <b>A debt mediation process</b> will be available to all employees who present with a negative cash flow situation in those geographies where such mediation is legislatively available.  <b>Family care support:</b> It will focus on the provision of information and guidance on a broad range of family related issues such as: parental guidance, disability benefits, educational and community resources, special needs placement, dependent care, child support, immigration, expatriate adjustment, alternative work arrangements, residential facilities, vocational guidance, community resources, preschool programmes and care giving guidance. <b>Wills and Estate planning</b> <b>Basic contract draft and advise</b>
<b>SERVICE 3: MARKETING AND COMMUNICATION</b>	
<b>Marketing and communication</b>	Custom-designed and continuing communication programmes to correctly position the EWP, ensure understanding and encourage all employees to use the service.



**REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023**

Appointment of Service Provider  
for the Provision of Employee Wellness Services to the  
Council on Higher Education

	The service provider must adopt CHE Employee Wellness Programme branding and design
<b>SERVICE 4: PROGRAMME MANAGEMENT</b>	
<b>Programme Management: Client services</b>	<p><b>A dedicated Client Relationship Manager will manage the EWP.</b> The EWP to CHE. This includes service promotion and marketing, EWP related training, liaison with CHE’s EWP custodians, reporting, organizational consultancy and complaints resolution.</p> <p>Development of a group-level health and wellness strategy in close collaboration with Programme Leadership through a consultative process involving all Operating Divisions.</p> <p>Output will be a detailed strategy document outlining the strategic positioning of the programme, a detailed situational analysis, a comparison with international and local best practice, and an action plan.</p>
<b>Reporting Services – quarterly reporting</b>	<p><b>Reporting:</b> Statistics and calculations Data Analysis Engagement Rate Themes and trends Value Benchmarking Conclusions &amp; recommendations</p>
<b>Complaints Management</b>	The service provider will address all complaints received.
<b>SERVICE 5: ABSENTEEISM AND INCAPACITY SOLUTIONS</b>	
<b>Absenteeism and incapacity solutions.</b>	Absenteeism reporting, representation on incapacity and incapacity management training, and managerial support.
<b>SERVICE 6: UNFAIR DISCRIMINATION AND SEXUAL HARRASMENT SUPPORT PROGRAM</b>	
Sexual harassment Unfair discrimination (Gender, Race, Disability etc.)	Provide trauma counselling and victim empowerment Mandatory counselling for perpetrators Diversity training

**15.2 SCOPE OF SERVICE – ANNUAL OFFERING**

Provider to Wellness Awareness interventions – aligned to National Health Calendar in line with the CHE awareness calendar to be drafted in consultation with CHE by the appointed service provider.

The wellness testing will be done on +/- 58 employees that will be tested as indicated above, *with all assessments completed within 30 days of programme commencement.*

REFERENCE OF SERVICE COMPONENTS	SERVICE DESCRIPTION
<b>SERVICE 1: ANNUAL EMPLOYEE HEALTH SCREENING</b>	
Wellness Screening	<p>The service rendering will include determining the following:</p> <ul style="list-style-type: none"> <li>- Weight</li> <li>- Height</li> <li>- Body Mass Index</li> <li>- Blood Pressure &amp; Pulse readings</li> </ul>

**REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023**

Appointment of Service Provider  
for the Provision of Employee Wellness Services to the  
Council on Higher Education

<p>Medical Risk Appraisal - Management of any issues that may arise during the assessments.</p>	<ul style="list-style-type: none"> <li>- Full Lipid Screening</li> <li>- Glucose levels</li> <li>- Covid Testing &amp; Vaccination</li> <li>- Flu Vaccination</li> <li>- Full blood count?</li> <li>- HIV counselling and testing (upon request and consent)</li> </ul> <p>Provide appropriate health action recommendation based upon the results of each employee's screening results.</p> <p>The service provider will be responsible to fully manage the following;</p> <ul style="list-style-type: none"> <li>- Employee registration;</li> <li>- Data capturing of each employee's results directly after their assessment;</li> <li>- Wellness assessment activities;</li> <li>- Staff provisioning and comfort breaks;</li> </ul> <ul style="list-style-type: none"> <li>• Nutritional status</li> <li>• Physical activity</li> <li>• Health habits assessment activities;</li> </ul> <p>A full report on the wellness results of employees, must be provided to CHE Management to include results per individuals but not limited to the following:</p> <ul style="list-style-type: none"> <li>- Health overview of the employees tested</li> <li>- Monthly reporting to CHE Director: Corporate Services.</li> <li>- Quarterly reports on all programmes to the Human Resources and Remuneration Committee (HRRC) (impact on wellness productivity of employees – ROI)</li> <li>- Presentation to the HRRC – Health Status of the organisation (Biannually)</li> </ul>
---	--

**15.3 SCOPE OF SERVICE – OTHER**

REFERENCE OF SERVICE COMPONENTS	SERVICE DESCRIPTION
<b>SERVICE 1 AWARENESS EDUCATION AND TRAINING</b>	
<p><b>Awareness Sessions:</b> EWP employee awareness sessions. EWP Managerial awareness sessions. <b>Wellness Interventions and training:</b> Specialists i.e., Dieticians, Bio kineticists etc.</p>	<p><b>Awareness presentations</b> for Eligible Employees.</p>

**15.4 SCOPE OF SERVICE – ADHOC**

REFERENCE OF SERVICE COMPONENTS	SERVICE DESCRIPTION
---------------------------------	---------------------

**REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023**

Appointment of Service Provider  
for the Provision of Employee Wellness Services to the  
Council on Higher Education

<b>SERVICE 1: RESTRUCTURING, RETRENCHMENT AND SUPPORT SERVICES – PER INTERVENTION OF 10 PEOPLE</b>	
Restructuring, Retrenchment, and support services	<ul style="list-style-type: none"> <li>- Effective and efficient programme to assist management of people aspect of organizational change to provide support, change surveys, training, group dynamics, groups and leadership coaching</li> </ul>
<b>SERVICE 2: CONFLICT MEDIATION – PER INTERVENTION OF 10 PEOPLE</b>	
<p>Conflict management</p> <p>To be done by industrial psychologists</p>	<ul style="list-style-type: none"> <li>- Identify and respond to the adverse conflict risks within the organisation prior to them impacting negatively on productivity and service excellence</li> <li>- Build capacity for managers to use the service and to identify distressed employees and refer them to appropriate resources</li> <li>- One on One and group support interventions</li> <li>- Referral (Employee to Employee and Employer to Manger)</li> </ul>
<b>SERVICE 3: OTHER TESTS PER PERSON</b>	
Other Tests	<ul style="list-style-type: none"> <li>• Breast Cancer</li> <li>• Cervical cancer</li> <li>• Testicular cancer</li> <li>• Eye Tests</li> <li>• Hearing tests</li> <li>• Oral health</li> <li>• VCT-HIV</li> </ul> <p>(Price PP per test)</p>
<b>SERVICE 4: ILL HEALTH AND DISABILITY MANAGEMENT CONSULTATION SERVICES – RATE PER HOUR</b>	
<p>Ill health management</p> <p>Reasonable accommodation on disability management</p> <p>Prevention</p> <p>Support and recovery</p>	<ul style="list-style-type: none"> <li>- Ill health management in general</li> <li>- Advise on accessibility standards, duty to accommodate and assistive technologies</li> <li>- Advise on special working arrangements, occupational health and safety legislation and standards, emergency and continuity plans</li> <li>-Back to work adjustment and rehabilitation</li> </ul>
<b>SERVICE 5: ILL HEALTH AND DISABILITY MANAGEMENT – TRAINING (PER SESSION)</b>	
Awareness and training	<ul style="list-style-type: none"> <li>- Breaking down various stereotypes</li> <li>- Diversity training</li> </ul>

## **16. CHE REQUIREMENTS FOR BIDDERS**

Service Providers are required to submit a detailed business proposal consisting of a technical and financial proposal.

### **17. The technical proposal should contain the following information:**

- a) Capabilities of the service provider;
- b) Understanding of the requirements;
- c) Capacity of the company to perform the task. The team members proposed to provide the service and their experience and qualifications. Provide the CVs of the project team members;
- d) Proposed methodology and approach
- e) Provide six (6) written and contactable reference letters;
- f) Provide a sample of detailed project plan;
- g) Provide Audited financial statements from the last financial year.

### **18. Briefing Session**

There will be no briefing session.

### **19. Oral presentations**

Bidders who submit bids in response to this request for bid may be required to give an oral presentation, which may include, but is not limited to, service demonstration. This provides an opportunity for the vendor to clarify or elaborate on their service. This is a fact finding and explanation session only and does not include negotiation. CHE shall schedule the time and location of these presentations. Oral presentation is an option of the CHE and may or may not be conducted

## **20 EVALUATION AND SELECTION PROCESS**

### **Evaluation of proposals**

All proposals will be evaluated on price and preferences. Based on the results of the evaluation process and upon successful negotiations, the CHE will approve the awarding of the contract to the successful Bidder.

#### **20.1 Bid Evaluation and Selection Criteria**

REQUEST FOR PROPOSAL NO. **CHE/CS/01/02/2023**  
 Appointment of Service Provider  
 for the Provision of Employee Wellness Services to the  
 Council on Higher Education

The CHE has set minimum standards (Gates) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 1)	Price and Preferences Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with <b>ALL</b> these criteria will proceed to Gate 2.	Bidder(s) will be evaluated out of <b>100 points</b> and Gate 2 will only apply to bidder(s) that have met the Pre-Qualification Criteria Gate 1

**20.1.1 Gate 1: Pre-qualification Criteria**

Without limiting the generality of the CHE's other critical requirements for this RFQ, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

**Table 1: Documents that must be submitted for Pre-qualification**

Document that must be submitted	Non-submission may result in disqualification?	
<b>Invitation to Bid – SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Tax Status SBD 1</b>	<b>YES</b>	i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status.  ii. Proof of Registration on the Central Supplier Database  iii. Vendor number
<b>Declaration of Interest – SBD 4</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Preference Point Claim Form – SBD 6.1</b>	<b>NO</b>	Provide original or certified copy of BBBEE Certificate or affidavit.

**REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023**

Appointment of Service Provider  
for the Provision of Employee Wellness Services to the  
Council on Higher Education

		Non-submission will lead to a zero (0) score on BBBEE
<b>Bidder Compliance form for Functional Evaluation</b>	<b>YES</b>	Complete and sign
<b>Registration on Central Supplier Database (CSD)</b>	<b>NO</b>	The Bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.  Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.
<b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal as per Annexure in a separate envelope.
<b>Company registration documents</b>	<b>YES</b>	Provide company registration documents, board of directors and management information and copies of their identity documents and.  Certificate of incorporation / legal status;
<b>Financial Statement</b>	<b>YES</b>	Provide recent audited financial statement.
<b>Compensation for Occupational Injuries and Diseases Act (COIDA)</b>	<b>YES</b>	Provide original COIDA certificate.
<b>Bidders must be accredited to the following institution:</b>	<b>YES</b>	Proof of registration with the EAPA-SA (Employee Assistance Program Association). A valid membership certificate must be provided  Proof of registration of key staff with the HPCSA (Health Professional Council of South Africa). A valid certificate must be provided.

*\* NB: CHE will conduct on screening of mandatory documents to check whether bidders meet compliance requirement. Not providing these documents may result in the bidder being disqualified from further evaluation.*

REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023  
 Appointment of Service Provider  
 for the Provision of Employee Wellness Services to the  
 Council on Higher Education

As part of due diligence, CHE may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at CHE's sole discretion.

**TABLE C: EVALUATION CRITERIA**

Criterion	Maximum Points to be awarded	Reference page in Proposal (Please insert page number, where possible)
<b>Functionality</b>		
<p><b>1.1 Methodology and approach</b> - The service provider must demonstrate their understanding of the key requirements and expectations of CHE as outlined in this document.</p> <p>A detailed approach, methodology and tools on how they will assist CHE in achieving the objectives of this request must be provided.</p> <ul style="list-style-type: none"> <li>• Counselling services;</li> <li>• Awareness Educational Training;</li> <li>• Health and Risk Management;</li> <li>• Proposed reporting / communication with the CHE;</li> <li>• Consultation;</li> <li>• Lifestyle Management;</li> <li>• Programme Management;</li> <li>• Organisational Health</li> </ul>	<b>40</b>	
<b>1.2 COMPANY PROFILE/ EXPERTISE AND FUNCTIONALITY.</b>	<b>40</b>	
<ul style="list-style-type: none"> <li>• Is the bidder in the industry relevant to the CHE 's requirements (employee Wellness Programme)</li> </ul>	<b>20</b>	
<ul style="list-style-type: none"> <li>• Does the bidder provide references, previous report for the same service provided?</li> </ul>	<b>5</b>	
<ul style="list-style-type: none"> <li>• Does the bidder have relevant experience in providing similar service?</li> </ul>	<b>5</b>	
<b>a. References - Provide at least six (6) reference letters from amongst recent clients with whom similar work has been conducted in the past 6 Months</b>	<b>10</b>	
<b>b. Experience and Skills</b>		
<b>c. Previous report for the assignment or consultancy which was carried out</b>		
<b>d. Company Structure, Leading/management Staff CV's and Qualifications</b>		

REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023  
 Appointment of Service Provider  
 for the Provision of Employee Wellness Services to the  
 Council on Higher Education

<b>1.3 ADMINISTRATION AND CONSULTATION.</b>	<b>20</b>	
<ul style="list-style-type: none"> <li>Does the Draft Work Plan describe the plan for administration/ consultant/ inspection/ training facilitator/ telephone assistance or advise and annual assessment?</li> </ul>	<b>10</b>	
<b>Is the plan acceptable?</b> <ul style="list-style-type: none"> <li>Does the Draft Work Plan describe a record keeping and reporting system, showing tasks, timelines and is the system acceptable?</li> </ul>	<b>5</b>	
<b>a.</b> Description of Personnel (consultant/inspection/ training facilitator/ telephone assistance/ annual assessment)	<b>5</b>	
<b>b.</b> Training Plan		
<b>c.</b> Administration and Consultation		
<b>d.</b> Record Keeping and Reporting System		
<b>Total Points forFunctionality</b>	<b>100</b>	



**20.1.2. Gate 2: Price and Preferences Evaluation (80+20) = 100 points**

Only Bidders that have met in Gate 1 will be evaluated in Gate 2 for price and Preference points for equity ownership by HDIs.

**Price and Preferences will be evaluated as follows:**

This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2017.

The allocation of points will be as follows:

Price	80
Specific goal: Historically Disadvantaged Individual (HDI).	20
<b>Total</b>	<b>100 points</b>

- The bid price (maximum **80** points)
- A maximum of **20** points may be allocated to a bidder for being an HDI or achieving any of the specified goals stipulated in regulation 17.

*i. Stage 1 – Price Evaluation (80 Points)*

Criteria	Points
<p><b>Price Evaluation</b></p> $Ps = 80 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	<b>80</b>

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

Where

Ps            Points scored for comparative price of bid under consideration

Pt            = Comparative price of bid under consideration

Pmin        = Comparative price of lowest acceptable bid

*iii. Stage 2 (80 + 20 = 100 points)*

The Price and preference points for equity ownership by HDIs points will be consolidated.

**22. PRICING PROPOSALS**

The CHE requires bidders to submit pricing proposals which include all service components detailed on the specification of service Pricing Proposal must be submitted in separate sealed filed (File 1). The file must clearly mark "Pricing Proposals" and the in file there must be a consolidated pricing and detail price breakdown per below categories:

**22.1. Pricing Proposal:**

The proposal must be in line with the Project Plan.

Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

Bidders are required to indicate if prices are fixed or not, if not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

**22.2. Pricing Proposal: (Table A)**

**SEE THE ATTACHED ANEXURE A**

REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023  
Appointment of Service Provider  
for the Provision of Employee Wellness Services to the  
Council on Higher Education

---

**23. GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon

–

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which CHE is prepared to enter a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to the CHE together with its bid, duly signed by an authorised representative of the bidder.

**24. CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
-------------------------------	---------------------

## **25. SERVICE LEVEL AGREEMENT**

25.1. Upon award the CHE and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the CHE, more or less in the format of the draft Service Level Indicators included in this tender pack.

25.2. The CHE reserves the right to vary the proposed draft Service Level Indicators during negotiations with a bidder by amending or adding thereto.

25.3. Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

25.4. The CHE reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the CHE or pose a risk to the organisation.

## **26. SPECIAL CONDITIONS OF THIS RFQ**

The CHE reserves the right:

26.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

26.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

26.3. To accept part of a tender rather than the whole tender.

- 26.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 26.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 26.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 26.7. Award to multiple bidders based either on size or geographic considerations.

**27. The CHE REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

27.1. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the CHE;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat the CHE fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the CHE;

REQUEST FOR PROPOSAL NO. CHE/CS/01/02/2023  
Appointment of Service Provider  
for the Provision of Employee Wellness Services to the  
Council on Higher Education

---

- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the CHE as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the CHE will not be used or disclosed unless the written consent of the client has been obtained to do so.
- i. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- j. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the CHE;
- k. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- l. To conduct their business activities with transparency and consistently uphold the interests and needs of the CHE as a client before any other consideration; and
- m. To ensure that any information acquired by the bidder(s) from the CHE will not be used or disclosed unless the written consent of the client has been obtained to do so.

**28. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

28.1. The CHE reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of CHE or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the CHE's officers, directors, employees, advisors, or other representatives.
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity.

- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

**29. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

29.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the CHE relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

29.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the CHE against the bidder notwithstanding the conclusion of the Service Level Agreement between the CHE and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

**30. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the CHE, its employees, or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.



### **31. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the CHE incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the CHE harmless from any and all such costs which the CHE may incur and for any damages or losses the CHE may suffer.

### **32 PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

### **33. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. The CHE shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this RFQ process.

### **34. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. The CHE reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CHE, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CHE further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

### **35. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The CHE reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

### **36. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

**37. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. If The CHE allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the CHE will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

**38. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the CHE's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the CHE remain proprietary to the CHE and must be promptly returned to the CHE upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the CHE's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

**39. THE CHE PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any the CHE proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

**40. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this (RFQ: CHE/CS/01/02/2023), the CHE may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

ooOoo