



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

PROCUREMENT DOCUMENT

FOR

RFP – STAFF MENTAL HEALTH AND WELLNESS

Reference No.:	Wits Tender / 2023:07	
Description:	Staff Mental Health Programme and Onsite Clinic facility	
Issue Date:	08 October 2023	
Issued by:	HR	
Submission Date and Time:	Date: 23 October 2023	Time: 23h59 (Before Midnight)
Important Information:	Non-Compulsory Briefing Session	Date: 12 October 2023 @ 15h00

TABLE OF CONTENTS

1	TENDER OUTLINE.....	3
2	TENDER TIMELINE.....	4
3	INTENT TO SUBMIT A TENDER SUBMISSION	5
4	UNIVERSITY CONTACT INFORMATION.....	5
5	DEVELOPING YOUR TENDER SUBMISSION.....	5
6	SUBMITTING YOUR TENDER SUBMISSION.....	5
7	EVALUATION METHODOLOGY.....	6
8	EVALUATION CRITERIA.....	6
9	SCOPE OF WORK	9
10	THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS	9
11	PRICING INSTRUCTIONS	9
12	INSURANCE REQUIREMENTS.....	10
13	THE CONTRACT.....	10

ATTACHMENTS:

List of Annexures	Description of Annexures
Annexure A	Scope of Work
Annexure B	Returnable Schedules and Documents
Annexure C	Pricing
Annexure D	Draft Contract
Schedule 4B	Customer References Template

PART A: TENDER OVERVIEW

1 TENDER OUTLINE

1.1 University's Background

The University of the Witwatersrand, Johannesburg (the “**University**”) is a leading university in Africa, as reflected by its international standing and the quality of its graduates, many of whom have played a major role in founding industries in South Africa, including sectors such as mining, financial services and information technology. The University prepares students for managerial, professional and leadership positions in the public, private and non-governmental sectors. The University has more than 30000 students and approximately 6500 staff and is one of the biggest sources of skills in Africa.

1.2 Tender Background

The University's Human Resources department invites Tenderers for Staff Mental Health Programme and Onsite Clinic facility for the University for a period of 3 (three) years.

1.3 Tender Description

1.3.1 The primary operational objective of the is to appoint a reputable service provider to provide the specified requirements, as described in Annexure A: Scope of Work.

1.3.1.1 The objective of this programme is to provide an integrated medical, emotional and mental health and wellness service for staff, by appointing a service provider/s for the University to perform counselling and onsite clinic services (for the dispensary of chronic medication) to employees of the university who are on permanent and fixed term contracts (longer than 1 year).

1.4 Procurement Strategy

1.4.1 This is an open, competitive tender process.

1.4.2 A single service provider will be appointed for this request. The University will consider the submissions, delivery timeframes, price and BBBEE to select a provider. Therefore, the University does not agree to use a successful service provider exclusively, nor does the University agree to offer any minimum amount of work to the successful service provider.

1.4.3 **No** joint ventures/partnerships and/or sub-contracting is permitted.

1.5 Pre-qualification Criteria

1.5.1 Tenderers who have suitable experience and demonstrated capacity in the required work activities in providing services such as Staff Mental Health Programme and Onsite Clinic facility maybe eligible to partake in this Tender.

1.5.2 Only Tenderers who satisfy the pre-qualification criteria as set out in the table below should submit a Tender Submission, failure to do so will result in disqualification.

No.	Procurement Mandatory Criteria
	It is compulsory that the Tenderer:
1.	provides Schedule 1: Signed Submission which must be signed by a duly authorised representative
2.	must provide proof of your legal entity's registration documentation (e.g., CIPC) indicating the date of registration/incorporation, list of directors, partners, and members or equivalent for non-South African entities.
3.	must provide proof of valid SARS Tax Pin for local entities or equivalent for non-South African entities
4.	if applicable, provide VAT Registration Certificate for local entities or equivalent for non-South African entities. Provide rationale if VAT is not applicable.
5.	must provide audited company financial statements for the past 3 (three) years, in line with the Companies Act in South Africa or equivalent if a non-South African entity.
6.	provides a current Letter of Good Standing from its bankers and/or bank confirmation letter.
No.	Functionality (including Technical) Mandatory Criteria
	It is compulsory that the Tenderer:
7.	Counsellors must be Certified with HPCSA (Health Professions Council of South Africa) for psychologists and registered counsellors and SACSSP (South African Council for Social Service Professions) for social workers.
8.	Counsellors must have at minimum 5 years track record of delivering counselling services, and

	medical practitioners should have at minimum 5 years track record of conducting medical assessments in the workplace
9.	the tenderer must have at minimum 5 years track record of delivering counselling and medical assessments in the workplace.
10.	the tenderer must have at least three (3) references from a client organisation/company demonstrating evidence of previous experience in support of the scope of work. References will be assessed for relevancy, acceptability and may be confirmed. Reference must be within the last two years.
11.	the tenderer must have established a clinic onsite for dispensing chronic medication and meet all the relevant regulatory requirements
12.	the medical practitioner must have an accreditation from a recognised professional body to perform medical assessments. The professional body will be assessed for appropriateness.
13.	the tenderer must have Gauteng presence or willing to establish a site in Gauteng for in person delivery of services.
14.	the tenderer must have appropriate insurance cover including professional indemnity
15.	the tenderer must have the team of counsellors that can counsel in the following languages: English, IsiZulu and Sesotho

1.5.3 The Tenderer's attention is drawn to the pre-qualification criteria which requires the Tenderer to provide the necessary evidence (please refer to Annexure B: Returnable Schedules and Documents) in order to be eligible, failure to do so will result in disqualification.

1.5.4 Tenderers who fail to provide the required schedules and documents will not have their Tender Submissions evaluated further.

1.5.5 Despite the above, the University reserves the right to request additional information (which must be responded and/or provided to the University within the period as determined and communicated by the University) where the information provided yields insufficient detail and Tenderer differentiation.

1.6 Tender Terms and Conditions

1.6.1 The [Tender Terms & Conditions](#) apply to and form an integral part of this Tender.

Full link: <https://www.wits.ac.za/media/wits-university/footer/about-wits/procurement/Tender%20Terms%20%20Conditions%2015.08.2020.pdf>

1.6.2 Words and phrases defined in the Tender Terms & Conditions shall also apply in the interpretation of the same words and phrases in this Tender, save where specifically otherwise indicated.

PART B: KEY INFORMATION

2 TENDER TIMELINE

2.1 The table below lists key events, dates and periods applicable to this Tender:

No.	Description	Date / Period
1.	Invitation to Tender notice release via print media	08 October 2023
2.	Publication of Tender available on the University's Procurement website	09 October 2023
3.	It is recommended that the Tenderer's submit their intention to respond. Note that any amendments or additional information related to this tender will be made available on the University's website and tender page. Ensure that you check the site on a regular basis for updates.	12 October 2023
4.	Non-Compulsory Online Briefing Session Date and time: 12 October 2023 15h00 Microsoft Teams: Join on your computer, mobile app or room device Click here to join the meeting	

	Meeting ID: 339 110 838 593 Passcode: Xe5nqF Download Teams Join on the web Learn More Meeting options	
5.	Submission Date and Time	23 October 2023 23h59 (Before Midnight)
6.	Presentation Date and Time	November 2023 TBC

2.2 These dates and times do not create an obligation on the part of the University to take any action or create any right for a Tenderer to demand that the University executes a certain action on a specific date at a certain time.

2.3 In accordance with section 6 of the Tender Terms and Conditions, the University may issue amendments until 3 (three) Business Days before the Submission Date and Time.

3 INTENT TO SUBMIT A TENDER SUBMISSION

Prior to the submission of any returnable schedules, documents or other information as set out in the Tender Documents, it is recommended that the Tenderer submit to the University's Procurement Representative (see section 4) in a single email, on or before the time indicated in section 2.1, the Tenderer's written statement of intention to partake in the Tender.

4 UNIVERSITY CONTACT INFORMATION

Queries relating to the issue of the Tender Documents must be addressed to the Tender Administrator at admin.tenders@wits.ac.za and Bonolo Mpshe (**Procurement Representative**) via e-mail: Bonolo.Mpshe@wits.ac.za

5 DEVELOPING YOUR TENDER SUBMISSION

5.1 The Tender Documents set out the step-by-step process and conditions that apply.

5.2 Tenderers should take time to read and understand the Tender Documents, in particular:

5.2.1 the Tender Terms & Conditions;

5.2.2 the Tender Submission protocol (please refer to section 6);

5.2.3 develop a strong understanding of the University's Scope of Work detailed Annexure A;

5.2.4 in structuring your Tender Submission consider how it will be evaluated, Part C: The Evaluation Process of this document describes the evaluation approach;

5.2.5 important checklists are included in Annexure B: Returnable Schedules and Documents to assist Tenderers with the completion of their Tender Submission. Tenderers are required to tick the relevant boxes for verification purposes. Where information is not applicable, the symbols N/A must be inserted in the space provided.

5.3 Tenderers are advised to check the number of pages, and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the parties indicated in section 4 above.

5.4 The University will respond to requests for clarification received up to 5 (five) Business Days before the Submission Date and Time. Queries should be by e-mailed to the parties indicated in section 4 above. Please note that additional information supplied to any one Tenderer may also be provided to other Tenderers via e-mail.

5.5 It must be noted that the University shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

6 SUBMITTING YOUR TENDER SUBMISSION

6.1 The mode of delivery for submission is set out below and will apply to this Tender:



6.2 Electronic Submissions:

6.2.1 The [Electronic Submission Protocol](#) will apply to this Tender.

Full Link: <https://www.wits.ac.za/media/wits-university/footer/about-wits/procurement/Electronic%20Submission%20Protocol%2015.08.2020.pdf>

6.2.2 Tenderers must submit Annexure C: Pricing in an editable xls - Microsoft Excel file and a .pdf - PDF file.

6.3 Tenderers are urged to contact the University's Procurement Representative if unsure which mode of delivery applies to the Tender. The University will not be held responsible where the Tenderer incorrectly interprets the mode of delivery.

6.4 For the avoidance of don't, please note that telegraphic, telephonic, telex, facsimile, physical submissions, and late submissions will not be accepted by the University.

PART C: THE EVALUATION PROCESS

7 EVALUATION METHODOLOGY

7.1 The University will apply a multi-criteria approach in evaluating the prospective Tender Submissions. It is envisaged that the following core criteria (not complete and in order of preference) will amongst others form the basis of the tender evaluation:

7.1.1 The financial offer;

7.1.2 The Tenderer's ability to match service requirements as set out in Annexure A: Scope of Work and adequate client liaison;

7.1.3 The type of organisation and the number of years in operation in the industry;

7.1.4 The track record and experience of the Tenderer;

7.1.5 The Tenderer's contactable client references;

7.1.6 The competence of the proposed management, project managers and staff of the Tenderer;

7.1.7 Accuracy and presentation of the calculations which must be sufficient for comparison purposes;

7.1.8 Financial ability of the Tenderer to provide the goods and/or services and to meet its contractual obligations;

7.1.9 Adequate insurance coverage with regard to the goods and/or services.

7.2 **Evaluation Procedure:**

7.2.1 The University may request additional information, clarification or verification in respect of any information contained in or omitted from a Tenderer's Tender Submission and this information will be requested in writing.

7.2.2 The University may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.

7.2.3 The University will evaluate the proposals with reference to the University's set and approved evaluation criteria as indicated in these Tender Documents.

8 EVALUATION CRITERIA

8.1 **Stage 1: Pre-qualification Stage (Procurement Mandatory Criteria & Functionality Criteria)**

8.1.1 The University has a defined minimum pre-qualification listed in the table under section 1.5 that must be met by the Tenderer in order for the University to accept the Tender Submission for evaluation.

8.1.2 The pre-qualification evaluation will be carried out by the University's tender evaluation committee members to determine which Tender Submissions are compliant or non-compliant with the requirements issued by the University as part of this tender process.

8.1.3 Where there is failure to comply with the pre-qualification criteria as set out in section 1.5 or the University is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the University may disqualify the Tender Submission;

8.1.4 Tenderers that do not meet the pre-qualification criteria may not advance to the next stage of evaluation.

8.1.5 Please note that no points are allocated at this stage.

8.1.6 **Note:** Documents submitted in support of this Tender must be documents of the Tenderer's entity. It is not permitted that documents submitted pertain to different companies or business units within a group.

8.2 Stage 2: Functional including Technical Evaluation

8.2.1 In this stage, the Tenderer must get a minimum of **70%**, in order to move on to the next stage of evaluation.

8.2.2 The evaluation of the Functionality Criteria of the Tender Submission will be based on the following criteria:

No.	Criteria	Weight
1	Track Record /Experience	Maximum 40 Points
1.1	Years of experience in delivering the following services: mental health and wellness service; setting up an onsite clinic in the workplace; performing occupational therapy. Provide this information in Schedule 4A	20 Points
1.2	Number of years of registration of counsellors with the recognised professional body Provide this information in Schedule 4A	15 Points
1.3	Number of years of experience by medical practitioners (doctors/nurses) with the recognised professional body (post internship/community service). It is preferred that the medical practitioners have at least 3 years of experience to be considered for this assignment. Provide this information in Schedule 4A	5 Points
2.	References	Maximum 30 Points
2.1	at least 3 acceptable references regarding: the quality of service delivery, efficiency and effectiveness of complaints resolution, performance improvement actions and confirmation of good conduct from a professional body. Provide this information in Schedule 4B	30 Points
3	SOP:	Maximum 10 Points
3.1	Evidence of good practice standard operating procedure/protocols, including telephonic and face-to-face counselling; complaints resolution, issue escalation protocols, and new staff induction. Provide this information in Schedule 4C	10 Points
4	Org structure:	Maximum 10 Points
4.1	Contingency plans for human resources Company's ability and capacity related to the University's scale of requirements. Provide your information in Schedule 4D	10 Points
5	Proposed model for the University, with the associated organogram:	Maximum 10 Points
5.1	Describe the proposed operating model for the service, including the medical dispensary service. Indicate the size of the team, including volume of counsellors and medical practitioners proposed for the required service. The volume of proposed counsellors and medical practitioners will be assessed for acceptability and the operating model will be assessed for acceptability and completeness. Provide your information for this section in Schedule 4E.	10 Points
	Total	100%
	Threshold	70%

8.3 Stage 3: Presentation, Site Visits, Demonstrations, or other due diligences

8.3.1 This phase of assessment is the final stage in the evaluation process and only successful Tenders that

have met the minimum requirements in the technical/functionality stage will be considered.

8.3.2 Presentations:

8.3.2.1 The University may require short-listed Tenderers to make presentations to University the evaluation team on the date and at the place in section 2.1.

8.3.2.2 Presentations are designed to allow Tenderers to present their solution and various aspects as identified by the University. A question-and-answer session is part of the presentation phase. A threshold of **80%** will apply to the presentation phase. Client Site visits may be required as part of the process.

8.4 **Stage 4: Price, Preference (B-BBEE) Evaluation and where applicable Consideration of Previous Stages**

8.4.1 Tenderers who scored a minimum of **80** points in stage 3 will be considered for stage 4 (final stage).

8.4.2 In this final stage the criteria elements below will be considered. Therefore, a Tenderer's Tender Submission will be evaluated based on the weightings set out below:

Price and B-BBEE and Consideration of Previous Stages	Documents Required	Weighting %
Price	Annexure C: Pricing to be completed	80%
B-BBEE	Please submit a current, valid B-BBEE certificate issued by a SANAS accredited verification agency unless the Tenderer is an exempted micro enterprise (EME) or a qualifying small enterprise (QSE), in which case the Tenderer may submit a sworn affidavit in accordance with the B-BBEE Act: Codes of Good Practice published in Government Gazette No. 36928. Note the B-BBEE (recommendation is 10% Level and 10% for 51% black owned or more)	20%
Total		100%

8.4.3 ***B-BBEE Score Card***

B-BBEE Status Level Contributor	Number of Points (10% B-BBEE system)
Level 1 contributor	10
Level 2 contributor	9
Level 3 contributor	6
Level 4 contributor	5
Level 5 contributor	4
Level 6 contributor	3
Level 7 contributor	2
Level 8 contributor	1
Non-Compliant contributor	0

Note: Non-compliant contributors or failure to provide certification substantiating the B-BBEE status level of contribution will result in the Tenderer being awarded zero (0) points for the preference point system.

8.5 ***Price Points Calculation***

A maximum of 80 = X points is allocated for price on the following basis:

$$PS = X \left\{ \frac{1 - Pt - Pmin}{Pmin} \right\}$$

Where:

- Ps = Points scored for the comparative price of Tender Submission under consideration;
X = Ratio allocated to pricing for scoring purposes;
Pt = Comparative price of the Tender Submission under consideration; and



Pmin = Comparative price of the lowest acceptable Tender Submission.

8.6 Other Information

- 8.6.1 All Tenderers will be formally notified (successful or not) after the evaluation process has been completed, and are requested not to contact the University in this regard.
- 8.6.2 The detailed evaluation results and Tenderer ratings will not be published or made available to anyone.

PART D: SCOPE OF WORK

9 SCOPE OF WORK

- 9.1 The detailed scope of work is attached to the Tender Documents and marked as Annexure A: Scope of Work.
- 9.2 Tenderers must carefully review Annexure A: Scope of Work and confirm their ability to meet all the requirements outlined therein before submitting a Tender Submission.
- 9.3 The University strictly prohibits any material variation to Annexure A: Scope of Work. This prohibition encompasses but is not limited to changes in the products, services, and service levels specified in the scope of work. Any Tender Submission that deviates materially from the requirements stated in Annexure A will not be accepted by the University.
- 9.4 Tenderers explicitly and unequivocally confirm that the pricing submitted encompasses all activities outlined within Annexure A: Scope of Work, and includes any associated costs, materials, and services required for the successful completion of the Contract. The Tenderer acknowledges and agrees that the pricing provided is comprehensive and accounts for all foreseeable expenses related to the specified activities. Any additional costs incurred due to incomplete or inaccurate pricing will be the sole responsibility of the Tenderer, and no claims for reimbursement will be entertained by the University.

PART E: RETURNABLE SCHEDULES & DOCUMENTS

10 THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS

- 10.1 The Tender Submission will be evaluated based on the information submitted as instructed through the returnable schedules and documents.
- 10.2 The Tenderer's Tender Submission must be composed according to, and in the sequence as set out in Annexure B: Returnable Schedules and Documents. Additional instructions are contained under the applicable sections per Annexure B: Returnable Schedules and Documents.
- 10.3 Tenderers must complete the returnable schedules in type-written format and submit them in PDF and/or Excel compatible (.xls) (where indicated).
- 10.4 Tenderers must ensure that all returnable schedules, documents, and certificates are legible, current, legally compliant and valid.

PART F: PRICING

11 PRICING INSTRUCTIONS

- 11.1 The pricing that the Tenderer submits will be considered the Tenderer's final pricing which will be included in the Contract. The Excel spreadsheet is Annexure C: Pricing must be used to submit the applicable pricing as indicated in these Tender Documents.
- 11.2 Tenderers must show its pricing information using the pricing template contained in Annexure C: Pricing and ensure that their pricing addresses the full scope of work.
- 11.3 Pricing must be submitted in editable and printable softcopy in both the original Excel compatible (.xls) and .pdf formats.
- 11.4 Tenderers agree that an item against which no rate or price is entered by the Tenderer shall be considered to be covered by other rates or prices detailed in the Tenderers final pricing submitted.
- 11.5 Tenderers must carefully consider the provisions as set out in sections 11.6 and **Error! Reference source not found.** when providing provisions.

11.6 Annual Escalation Adjustments:

- 11.6.1 The prices for the goods and/or services specified in Annexure A: Scope of Work will remain unchanged for the first 12 (twelve) months of the Contract. Thereafter, such amounts may be adjusted provided that the relevant supporting documentation is supplied in accordance with CPI on the first and each subsequent annual anniversary of the effective date (the successful service provider is required to give 1 (one) month's prior written notice of such adjustment). The prices for the goods and/or services must include VAT, all other taxes (insofar as they are applicable) and insurance as required.
- 11.6.2 The price provided per staff member is capped at the tender price provided and can only escalate as per the escalation protocol.
- 11.6.3 **Note:** CPI means the average annual rate of change (expressed as a percentage) in the Consumer Price Index for all metropolitan areas as published by Statistics South Africa (or such other index reflecting the official rate of inflation in the Republic of South Africa as may replace it), which annual change shall be determined by comparing the most recently published index with the average index published over the 12 (twelve) months preceding the anniversary of the start date of the awarded Contract, and applying the lower of the 2 (two) compared indices.
- ## 11.7 Cost Savings:
- 11.7.1 The University expects the Tenderer to be an active partner in generating ideas to reduce costs beyond only price reductions. Alternative cost reduction methods must be included in a separate spread sheet in Annexure C: Pricing.

PART G: INSURANCE

12 INSURANCE REQUIREMENTS

- 12.1 A Tenderer must demonstrate that it has an adequate insurance cover to meet the minimum requirements as set out in the Scope of Work or obtain a letter of confirmation from its insurers indicating that the Tenderer will qualify for adequate insurance cover to satisfy the minimum requirements, or they need to agree to have insurance in place and not add any additional cost by stating in the tender document with tick boxes in the returnable schedule. The Tenderer will have to establish its standard company insurance (please refer to Annexure B: Returnable Schedules and Documents) and details of:
- 12.1.1 public liability; and/or
- 12.1.2 professional indemnity insurance; and/or
- 12.1.3 insurance covering its liability to any employees, its agents or representatives as contemplated in the Compensation for Occupational Injuries and Diseases Act, 130 of 1993; and/or
- 12.1.4 general and commercial liability insurance which includes defective workmanship, public liability, cyber risk insurance, products and equipment liability, bodily injury and death, and property damage.
- 12.2 Tenderers agree that should it be awarded as a successful service provider that it shall at all times maintain insurance cover satisfactory to the University's insurance brokers. Proof of payment of premium for the respective policy shall be furnished annually to the University in the event the Tenderer is the successful service provider. This should not have an impact on the Tenderer's submitted pricing.

PART H: THE CONTRACT

13 THE CONTRACT

- 13.1 Tenderers must please take note of the following important contractual terms:

Indicative Contract Dates:	Start Date – End Date (TBC) Target from January 2024
Indicative Contract Duration:	3 Three years
Classification and Type of Contract:	Memorandum of Agreement
Insert any other important terms, if applicable	

- 13.2 Any award made as a result of this Tender process will be governed by the regents of the Contract.



- 13.3 In the event that a Contract has been included in the Tender Documents (see Annexure D: Draft Contract) and if a Tenderer takes exception or wishes to propose a deviation to any term or condition in the Contract, it must be done clearly and conspicuously by referencing the specific clause number or the term or condition and by describing the exception or deviation in the Annexure B under the Contract Deviation Schedule. If a Tenderer does not clearly and conspicuously take an exception or propose a deviation to a specific term or condition, the Tenderer shall be bound by such term or condition in the event the award is made to it. The University reserves the right to in each instance to:
- 13.3.1 Accept the deviations or exceptions; or
 - 13.3.2 Negotiate the deviations or exceptions; or
 - 13.3.3 Reject a proposal with deviations or exceptions deemed unacceptable by the University at its option and in the exercise of its sole discretion.
- 13.4 The rejection or amendment by the Tenderer of any terms and conditions contained in the Contract may increase the risk to the University and will thus be taken into consideration when assessing the Tenderer's Tender Submission.
- 13.5 Tenderers should not provide or include their own contract, service level agreement or '*reserve the right to negotiate if the Tenderer is selected as the preferred service provider*' statement (the University will not consider this type of documentation). Tenderers must ensure that they follow the protocol as set out in section 13.3.
- 13.6 The Tender awarded will be conditional and subject to successful negotiations and the signing of a written contract, failing which the University reserves the right to withdraw the Tender and to award another Tenderer without the need to repeat the same Tender process.
- 13.7 Should final contract negotiations with the preferred Tenderer not be concluded within 4 (four) weeks of the tender award or the preferred Tenderer takes exception to certain terms in the Contract which the parties cannot agree to, the University reserves the right to cancel the award and select an alternative Tenderer.