***Please note*: Do not remove the front page of this document. Keep in order as downloaded.**

City of Joburg Property Company (SOC) Ltd
Department of Finance: Supply Chain Management Unit
RFP 12/2027FY/JPC
***Note*: Tender document can be downloaded from E-tenders and the JPC websites at no cost.www.jhbproperty.co.za and www.etenders.gov.za**

Important Notice

No submission(s) transmitted by fax or other electronic means will be accepted

Closing date of submission: 04 December 2026 at 10h30 (Telkom time)– at Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor (entrance level) - no bid received after the closing date and time will be accepted or considered.

Opening of submissions: 10h30 (Telkom Time) – All proposals are to be submitted at the JPC offices, on or before the closing date and time. The Opening Register will be uploaded on the JPC website.

Compulsory Briefing Session: 13 November 2026 at 10h30 (Telkom time) – at Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor, Auditorium (entrance level)

All technical enquiries are to be emailed to tenders@jhbproperty.co.za from 30 October 2026 until close of business 02 December 2026 before 08h00am and JPC to ensure that all enquiries have been responded to by no later than 03 December 2026 by 09h00am.

Document Availability: 30 October 2026

RFP 12/2027FY/JPC: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER HEALTH AND WELLNESS SERVICES FOR A PERIOD OF THREE (3) YEARSON BEHALF OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD

NAME OF BIDDER :

DOCUMENTS TO BE SUBMITTED: ONE (1) ORIGINAL AND ONE (1) COPY OF THE ORIGINAL. CLEARLY MARKED IN BIDDER'S NAME

Submissions under sealed cover must be addressed to City of Joburg Property Company (SOC) Ltd endorsed with bid number and description, and placed in the tender box no later than the date and time indicated above. City of Joburg Property Company (SOC) Ltd does not take any responsibility for any bids deposited into an incorrect box.
Place: Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor (entrance level)

Contents

INTRODUCTION 3
INVITATION TO BID (MBD1) 4
TENDER ADVERT FOR BID: RFP 12/2027FY/JPC (JPC MBD 2) 7
GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS (JPC MBD3) 10
DECLARATION OF INTEREST (MBD 4) 12
SCOPE OF WORK (JPC MBD 05) 16
PRICING SCHEDULE: PRICE OFFER (JPC MBD 6) 35
1. Psychosocial Support Services 35
2. Group Support Services 36
3. Substance Abuse Assessment and Management Services 37
4. Harassment Support Services 38
7. Facilitation, Training, Fitness and Support Services 40
8. Comprehensive Health Screening and Mobile Clinic Services 41
9. Fitness for Duty Assessment (Functional Assessment) 42
10. Medical Surveillance and Occupational Risk Trend Reports (Employer-Facing) 43
11. Research and Surveys 45
12. Wellness Days and Events 46
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1) 47
BIDDER'S INFORMATION (JPC MBD 7) 52
CONTRACT FORM - PURCHASE OF GOODS/SERVICES MBD 7.1 53
PART 1 (TO BE FILLED IN BY THE BIDDER) 53
PART 2 (TO BE FILLED IN BY THE PURCHASER) MBD 7.1 55
DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8) 56
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) 58
EVALUATION CRITERIA (JPC MBD 12) 62
STATEMENT OF BIDDERS EXPERIENCE (JPC MBD 13) 71
STANDARD CONDITIONS OF SUBMISSION (JPC MBD 14) 73
JPC STANDARD CONDITIONS OF APPOINTMENT (JPC MBD 15) 77
CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI) (JPC MBD 16) 80
REGISTRATION DOCUMENTS (JPC MBD 17) 83
BIDDER'S COMPANY PROFILE (JPC MBD 18) 84

POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 19) 85

PROOF OF UP TO DATE MUNICIPAL ACCOUNT / AFFIDAVIT / PROOF OF ARRANGEMENTS TO SETTLE ARREARS (JPC MBD 20) 86

JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 21) 87

INTRODUCTION

The City of Joburg Property Company SOC Ltd. (JPC)

a) The City of Joburg Property Company SOC Ltd (JPC), established in 2000, is a dynamic company mandated to manage and develop the City of Johannesburg's (CoJ) property assets to maximise both social and commercial opportunities for the Council.

b) Dedicated to finding solutions to the developmental challenges facing the City of Johannesburg, the JPC utilises council-owned land assets to leverage private sector investment in public infrastructure. The JPC, on behalf of the CoJ, provides Property Asset Management, Property Management (Commercial & Social), Property Development, as well as Facilities Management, Cleaning Services and Outdoor Advertising.

c) Therefore the JPC prides itself as the arm responsible for maximising the social, economic, and financial value of the CoJ's total property portfolio and enhancing its efficient use of the property to drive investment, economic growth and job creation. The JPC aims to achieve its objectives by focusing on the following imperatives:

- Realising social, financial and economic value for the CoJ;
- Supporting economic development and
- Increasing the effectiveness of economically viable municipalities and social use of properties; and
- Management of risk and return concerning the property portfolio and property transactions for the CoJ.

INVITATION TO BID (MBD1)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD					
BID NUMBER:	**RFP 12/2027FY/JPC**	CLOSING DATE:	04 December 2026	CLOSING TIME:	10:30am (Telkom Time
DESCRIPTION	**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER HEALTH AND WELLNESS SERVICES FOR A PERIOD OF THREE (3) YEARS ON BEHALF OF THE CITY JOBURG PROPERTY COMPANY SOC LTD**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT 33 HOOFD STREET, FORUM 1, BLOCK A, 3RD FLOOR, ENTRANCE LEVEL, BRAAM PARK, BRAAMFONTEIN, JOHANNESBURG. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED OR AMENDED)

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						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED				**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER	.....			**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	

	Supply Chain Management		
TELEPHONE NUMBER	010 219 9000	FACSIMILE NUMBER	
FACSIMILE NUMBER	010 219 9400	E-MAIL ADDRESS	
E-MAIL ADDRESS	tenders@jhbproperty.co.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:……

CAPACITY UNDER WHICH THIS BID IS SIGNED:……

DATE:……..

TENDER ADVERT FOR BID: RFP 12/2027FY/JPC (JPC MBD 2)

CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) ("JPC"), HEREBY INVITES INTERESTED PARTIES TO SUBMIT PROPOSALS FOR

Bid Number	**RFP 12/2027FY/JPC**
Bid Description	**REQUEST FOR THE PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO OFFER HEALTH AND WELLNESS SERVICES FOR PERIOD OF THREE (3) YEARS ON BEHALF OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD**
Compulsory Briefing Session	**Date:** 13 November 2026 **Time:** 10:30 am **Venue:** 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor, Ubuntu Boardroom Auditorium
Document Availability Date	**30 October 2026**
Document Cost	Tender documents can be downloaded from JPC website and E-tenders website at no cost, via www.jhbproperty.co.za or www.etenders.gov.za
Closing Date	**04 December 2026**
Disqualification criteria	Non-attendance of the compulsory briefing session

Compliance Requirements before an award is made to the successful Bidder	• Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).
	• Proof of registration of the Bidder as follows:
	  • Natural persons- certified copy of ID document/ passport
	  • Partnership- copy of Partnership Agreement plus IDs of all partners
	  • Company- current CM29/COR 20.1
	  • Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1
	  • Trust- letter of appointment from the Master of the High Court of SA and deed of trust
	  • JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partner
	  • Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or Sworn Affidavit.
	• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.
	• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.

	• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement. • If the director does not own any property at least lease agreement or certified affidavit need to be provided • In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated B-BBEE Certificate. • Central Supplier Database (CSD) registration valid on tender closing date. • Company resolution for bid signing powers • The following documents must be completed and duly signed: o Declaration of interest in MBD 4; o Declaration of the Bidder's Past Supply Chain Practices in MBD 8; o Certificate of Independent Bid Determination in MBD 9; and o Bidders Information in JPC MBD 7.1 • If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.
Evaluation Criteria	**Functionality, Price and Specific Goals using the 80/20 preference point system 80 for price and 20 for Specific Goals** $Ps = 80\left(1 - \frac{Pt-Pmin}{P\,min}\right)$
Address	City of Joburg Property Company SOC Ltd, Forum I, Block A, Third floor(Reception level) 33 Hoofd Street, Braam Park, Office Park, Braamfontein
Enquiries	tenders@jhbproperty.co.za

Please note the following conditions of submission:

- Late submissions will be NOT considered.
- City of Joburg Property Company (SOC) Ltd reserves the right not to accept any proposals/accept part of the proposals, or to withdraw the call for proposals.

Musah Makhunga
Chief Executive Officer
City of Joburg Property Company SOC Ltd
3rd Floor, Forum I Building, Braampark
Office Park, 33 Hoofd Street,
Braamfontein Johannesburg

Contact Details
Supply Chain Management Department
Tel: (010) 219-9000

BID DOCUMENTS CANNOT BE POSTED.

BID DOCUMENTS TO BE SUBMITTED: **ONE (1) ORIGINAL AND ONE (1) COPY OF THE ORIGINAL CLEARLY MARKED IN BIDDER'S NAME AND DEPOSITED IN THE BID BOX SITUATED AT**: **JPC'S OFFICES, SITUATED AT 33 HOOFD STREET, FORUM 1, BLOCK A, 3RD FLOOR, ENTRANCE LEVEL, BRAAMPARK, BRAAMFONTEIN, JOHANNESBURG.**

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY AT THE CORRECT ADDRESS.

INCOMPLETE, UNSIGNED DOCUMENTS/FORMS MAY BE REJECTED. JPC WILL NOT ACCEPT LATE RESPONSES.

ALL PAGES MUST BE INITIALLED.

THE BID BOX IS ACCESSIBLE FROM MONDAY – FRIDAY AT 08H00 – 16H00.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE REPRODUCED OR AMENDED, ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ANNEXURE TO THIS DOCUMENT)

GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS (JPC MBD3)

1. Purpose

2.1 The purpose of this bid is to request suitable service providers to submit proposals in respect to sourcing Health and Wellness Services on behalf of the City Johannesburg Property Company (JPC).

The term is for a period of three (3) years from the date of appointment.

2. Conditions of Proposal

2.2 The City of Joburg Property Company SOC Ltd (Reg. No 2000/017147/07) ("JPC"), hereby invites interested suitable qualified/experienced Bidders to submit proposals for consideration for the appointment for the work described in this RFP.

2.3 Appointment will be made in accordance with JPC's standard conditions of the contract.

2.4 The appointment will be valid for three years from the date of the appointment. Services will be activated as and when required and will be subject to budget availability for years 1, 2 and 3. The costing fee must be inclusive of escalation for all three years.

3. Submission of Proposals

a. The Bidder(s) must submit one (1) original and one (1) soft copy (pdf format) on a USB flash drive clearly marked in bidder's name.
b. Proposals must be submitted on or before 10:30 (Telkom Time) on the closing date.
c. Each Proposal must be clearly marked with the title of the bid as per the cover page.
d. All bidders will be subject to a compulsory formal briefing session, and the date is August 2026.
e. The completed proposal call documents must be deposited in the tender box made available at **Forum I, Block A, Third Floor (Reception Level) Braampark Office Park, 33 Hoofd Street, Braamfontein.**

4. Further Conditions

a. The Bidder(s) shall be deemed to have satisfied itself as to all of the conditions, procedures and performance and discharge of the obligations required in terms of this document.
b. The Bidder(s) shall be deemed to know and understand the content of this document and a submission of a Proposal will indicate the Proposer(s) unconditional acceptance of all the terms and conditions contained in this document.
c. The information required in the Proposal must be provided accurately and honestly. Bidder(s), who fail to provide such information to the satisfaction of the JPC, will be disqualified from the proposal call process.
d. All details provided by the Bidder(s) will be regarded as material representations, on the basis of which the JPC based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by JPC and/or termination of the subsequent appointment.
e. JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.

f. Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned to a third party unless the Bidder(s) state that he/she/it is acting as agent on behalf of a another person or entity or such cession or assignment is approved by JPC for justifiable reasons.
g. The evaluation of bids will be completed by the JPC.
h. JPC reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
i. JPC reserve the right to make an appointment to more than one bidder, in whole or in part.
j. JPC reserve the right to negotiate a final proposal with any of the Bidder(s).
k. JPC does not bind itself to accept any proposal submitted.
l. JPC may at its discretion withdraw the proposal call process at any stage during the process.

Enquiries

Only email enquiries will be accepted, such enquiries must be directed to:
tenders@jhbproperty.co.za

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE ..... NUMBER .....

CELLPHONE NUMBER CODE ..... NUMBER .....

FACSIMILE NUMBER CODE ..... NUMBER .....

E-MAIL ADDRESS .....

SIGNATURE OF BIDDER .....

DATE .....

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

DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

No.	Informatio	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder[2]		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	*(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)*		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization		

No.	Informatio	Please provide detail	
3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars:	Yes	No
3.8.1	Name of Director		
3.8.2	Service of State Organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars:	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	*Are any of the company's directors, trustees, managers,* principle shareholders or stakeholders in service of the state? If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No

<table>
<tr><th>No.</th><th>Informatio</th><th colspan="3">Please provide detail</th></tr>
<tr><td>3.12.1</td><td>Name of Director</td><td colspan="3"></td></tr>
<tr><td>3.12.2</td><td>Name of relative</td><td colspan="3"></td></tr>
<tr><td>3.12.3</td><td>Relationship</td><td colspan="3"></td></tr>
<tr><td>3.13</td><td colspan="2">Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

If yes, please furnish particulars:</td><td>Yes</td><td>No</td></tr>
<tr><td>3.13.1</td><td>Name of Director</td><td colspan="3"></td></tr>
<tr><td>3.13.2</td><td>Related company</td><td colspan="3"></td></tr>
<tr><td>Note:</td><td colspan="4">SCM Regulations:
“[1]In the service of the state” means to be –
a member of –
any municipal council;
any provincial legislature; or
the national Assembly or the national Council of provinces;
a member of the board of directors of any municipal entity;
an official of any municipality or municipal entity;
an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
a member of the accounting authority of any national or provincial public entity; or
an employee of Parliament or a provincial legislature.
“[2] Shareholder” means a person who owns shares in the company and is actively</td></tr>
</table>

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

SCOPE OF WORK (JPC MBD 05)

1. INTRODUCTION

JPC currently offers an Employee Assistance Programme (EAP) internally; however, the organisation intends to outsource certain components of these services to an external service provider to strengthen its capacity to support employees.

JPC recognises that an Employee Assistance Programme is a vital organisational tool for promoting employee wellbeing, enhancing productivity, and improving overall work performance. By outsourcing certain components of the Employee Assistance Programme (EAP), JPC will be able to access a broader range of specialised support services that respond to the diverse needs of employees in a flexible, responsive, and effective manner.

2. BACKGROUND

JPC seeks to appoint one (1) qualified service provider to render Employee Assistance Programme (EAP) services that comply with recognised industry standards, norms, and best practices**.** The services must be delivered in a flexible and responsive manner to address the evolving needs of JPC.

The Human Capital Management Unit requires EAP services for approximately one thousand seven hundred and five (1,705) employees. These services must address psychological, personal, and work-related challenges that may negatively affect the health, wellbeing, and work performance of employees**.**

JPC employees are located across depots, corporate buildings, the Head Office, and are also operating on sites such as taxi ranks and other City of Johannesburg facilities while servicing clients. The appointed service provider will therefore be required to render Employee Assistance Programme (EAP) services across these locations as required**.**

The scope of this tender is to procure comprehensive Employee Assistance Programme (EAP) services from an external service provider with the relevant expertise and proven experience to support employees who may be experiencing personal, physical, psychological, emotional, social, or work-related challenges that could negatively impact their health, wellbeing, and job performance**.**

The appointed service provider will be required to deliver confidential, professional counselling, advisory, and support services in accordance with recognised industry standards and ethical practices as follows:

3. Scope of Services

3.1 Psychosocial support services

The appointed service provider must be able to provide a comprehensive professional psychosocial support services to JPC employees, and where applicable, to employees' immediate family members**.** These services shall be aimed at addressing personal, work related, emotional, and social challenges that may adversely affect employee wellbeing, performance, and productivity.

Psychosocial support services must be delivered through qualified and registered professionals and shall include assessment, short-term intervention, counselling, referral, and follow-up support**,** in accordance with ethical standards and applicable legislation.

The service provider shall ensure that psychosocial support services are accessible, confidential, culturally sensitive, and responsive to the diverse needs of employees, and aligned with the adopted JPC Employee Assistance programme policy.

a. The psychosocial service to be provided are as follows:

(i) Personal Counselling (Face to Face) or Online – A maximum of five (5) face to face counselling sessions per employee with immediate family members (employee + immediate family members = 5 sessions for all) per condition, per financial year. Counselling to be provided by a fully qualified and registered clinical expert in the field. The service provider should also be able to provide JPC with a feedback report for assessments or detailed outcome report.

(ii) Crisis or Emergency Intervention: The service provider must be able to provide crisis and emergency intervention services to employees, as well as to an employee's immediate family members who were directly involved in or present during a crisis or emergency.

(iii) Grief Counselling: Assist employees process their feelings, absorb information, and normalize the event so they can resume to a reasonable level of functioning due to the loss of a family member or co-worker.

(iv) Critical Incident Service - Prompt and professional trauma debriefing and counselling

services to employees exposed to incidents of trauma.

(v) **HIV/AIDS and other dreaded diseased education, counselling and support** Telephonic counselling, on-line programmes and face-to-face counselling to assist those infected with or affected by the condition. VCT Counselling and Testing.

(vi) **Groups Support Services**

The service provider shall be responsible for planning, facilitating, and delivering structured group sessions for employees. The service provider must demonstrate the capacity to manage group dynamics, encourage participation, ensure confidentiality, and provide accurate, evidence-based information.

Where required, sessions may include presentations, facilitated discussions, psychoeducation, and feedback, with attendance registers and brief session reports submitted to the client.

In addition, the service provider shall facilitate weekly wellness and fitness group sessions, including aerobics, yoga, and meditation. These sessions must be conducted by a suitably qualified and experienced instructor and should be tailored to promote employees' physical and mental well-being, while ensuring inclusivity and safety for participants of varying fitness levels.

b. Psychosocial support services and Group Support Services reporting requirements

The service provider shall submit structured, professional, and confidential reports to the employer on the utilisation and delivery of psychosocial support services. All reporting must comply with applicable legislation, ethical standards, and data protection requirements, and must strictly exclude detailed personal or clinical information that may compromise employee confidentiality.

Reporting shall be aggregated, anonymised, and limited to operational and workplace-relevant information to support programme oversight, planning, and continuous improvement.

At a minimum, the reporting shall include:

(i) Utilisation Statistics:

a. Number of employees and, where applicable, immediate family members accessing services; (exclude race of the employees)
b. Breakdown of services utilised (e.g., counselling, crisis intervention, trauma debriefing, HIV/AIDS support, group sessions);
c. Modes of service delivery (face-to-face, virtual, telephonic);

(ii) Presenting Concerns (Categorised):

a. General categories of issues presented (e.g., stress, anxiety, depression, family-related challenges, substance abuse, workplace conflict, trauma);
b. Trends and patterns in psychosocial concerns affecting employees (reported in aggregated form only);

(iii) Service Delivery and Intervention Outcomes:

a. Number of sessions provided per case (within the approved limit);
b. General progress indicators (e.g., ongoing support, referred for specialised care);
c. Types of interventions provided (e.g., counselling, psychoeducation, referral);

(iv) Referrals and Follow-Up:

(i) Number and type of referrals made (e.g., medical, psychiatric, rehabilitation, social services);
(ii) Follow-up actions undertaken and general outcomes (without disclosing confidential details);

(v) Group Support Services:

(i) Number and type of group sessions conducted (including wellness and fitness sessions);
(ii) Attendance registers and participation levels;
(iii) Topics covered and general feedback trends;

(vi) Programme Performance and Recommendations:

(i) Key trends, emerging risks, and systemic issues impacting employee wellbeing;

(ii) Recommendations for workplace interventions, awareness programmes, or policy improvements;

(vii) Confidentiality Clause:

All reports must protect employee anonymity and shall not include names, identification numbers, detailed clinical records or race.

Individual case information may only be disclosed with the informed consent of the employee and in accordance with applicable legal and ethical requirements.

3.2 Substance Abuse assessment and Case Management:

The service provider must be able to assess the type and severity of substance abuse and appropriate level of treatment for a referred employee.

Have capacity to conduct random substance abuse testing where requested. The service provider must demonstrate the capacity and expertise to deliver comprehensive substance abuse services, which shall include, but not be limited to, the following:

(i) Assessment Services

Conduct professional assessments to determine the type, pattern, and severity of substance use or abuse on the identified employee, including alcohol, prescription medication misuse, and illicit substances. Assessments must be evidence-based and aligned with recognised clinical protocols.

(ii) Testing Capacity

Demonstrate the capacity to conduct random substance abuse testing upon request by the employer. Testing must be conducted in accordance with applicable legislation, ethical standards, and occupational health and safety requirements, ensuring accuracy, confidentiality, and procedural fairness.

(iii) After care and support services

The service provider shall render aftercare and ongoing support services to participants following the completion of a rehabilitation programme. This shall include follow-up support, brief counselling or support sessions where required, referrals within professional. The service provider shall compile and submit a written aftercare report outlining the support provided, key themes identified, general outcomes, and recommendations for continued support.

(iv) Substance Abuse assessment and Case Management Reporting and Referrals Requirements

The service provider shall provide clear, structured, and professional reports to the employer on substance abuse case management interventions, while strictly safeguarding employee confidentiality and sensitive personal and medical information.

Reporting shall be limited to workplace-relevant information and must not disclose detailed clinical content. Each report shall, at a minimum, include:

a. Confirmation of case intake and participation in the intervention programme;
b. Identification of the category or type of substance being used (e.g., alcohol, cannabis, stimulants, cocaine etc), where this information is relevant to workplace risk, without disclosing unnecessary clinical detail;
c. Attendance and compliance with agreed treatment or support plans (where applicable);
d. A functional assessment of the employee's fitness for duty (e.g., fit, fit with conditions, temporarily unfit);
e. Identified workplace risks or limitations impacting performance or safety;
f. Recommendations for workplace support, reasonable accommodation, or monitoring (e.g., ongoing testing, supervision, or phased return to work); and
g. Progress updates and outcomes of the intervention process, including completion or non-compliance.
h. Where necessary, the service provider shall collaborate with the JPC Wellness Practitioner to facilitate appropriate referrals (e.g., rehabilitation services, counselling, or medical support) and ensure coordinated follow-up and reintegration support for the employee.
i. The cost of rehabilitation is paid for by the employee

3.3 Harassment Support Service

Harassment means unwanted conduct that impairs dignity, creates a hostile, intimidating, abusive or offensive work environment, or is calculated to, or has the effect of, inducing submission through actual or threatened adverse consequences. Harassment may be physical, verbal, psychological, sexual, online (cyber), or any other form of conduct prohibited by the Code of Good Practice on the Prevention and Elimination of Harassment in the Workplace.

The appointed service provider will receive harassment related cases that require psychosocial support and provide confidential, ethical, and trauma-informed psychosocial support services, which include, but are not limited to, the following:

(i) **Assessment and Intervention:** Conduct confidential, professional assessments of affected employees to determine the psychosocial impact, level of distress, and appropriate intervention, including short-term counselling and support.

(ii) **Code of Good Practice:** Ensure that all services are delivered by appropriately qualified and professionally registered practitioners with demonstrable experience in handling harassment and related workplace trauma cases. Apply intervention that are aligned to the Code of Good Practice on the Prevention and Elimination of Harassment in the Workplace.

(iii) **Confidentiality:** Maintain strict confidentiality protocols and demonstrate the ability to manage cases that may overlap with or escalate into gender-based violence–related incidents, including appropriate referrals to specialised support services where required.

(iv) **Reporting Requirements: Harassment Support Services**

The service provider shall submit structured, professional, and confidential reports to the employer on the provision of harassment psychosocial support services. All reporting must strictly protect the identity of affected employees and comply with applicable legislation, ethical standards, and confidentiality requirements.

Reporting shall be aggregated, anonymised, and limited to non-identifiable, workplace-relevant information to support organisational oversight, prevention strategies, and policy alignment.

At a minimum, reporting shall include:

a. Case Intake and Utilisation:

- Number of harassments–related cases received during the reporting period;
- Source of referrals (e.g., self-referral, management, HR);
- Type of support accessed (e.g., counselling, crisis intervention, referral);

b. Nature of Cases (Categorised):

- General categorisation of cases (e.g., verbal harassment, non-verbal conduct, physical conduct, digital/online harassment), reported without identifying details;
- Contextual workplace trends (e.g., peer-to-peer, supervisor-subordinate), where appropriate and non-identifiable;

c. Service Delivery and Intervention:

- Number of sessions provided per case (within prescribed limits);
- Types of interventions delivered (e.g., trauma-informed counselling, psychoeducation, crisis support);
- General progress indicators (e.g., stabilised, ongoing support, referred);

d. Referrals and Escalations:

- Number and type of referrals made to specialised services (e.g., legal support, medical services, gender-based violence support organisations);
- Instances where cases required escalation due to severity or risk (reported in a non-identifiable manner);

g. Recommendations and Preventative measures:

- Evidence-based recommendations to strengthen prevention, reporting mechanisms, employee support, and organisational response to harassment;
- Suggested interventions aligned to the Code of Good Practice on the Prevention and Elimination of Harassment in the Workplace;

3.4 Executive medicals and lifestyle coaching

The service provider shall be required to design and deliver a structured Executive Wellness Programme aimed at mitigating health risks associated with high-stress

executive roles and supporting executive optimisation and retention in the following manner:

(i) Conducting confidential, professional executive wellness assessments to identify health and lifestyle risk factors associated with chronic conditions, including cardiovascular disease, diabetes, stress-related conditions and weight management plans.

(ii) Developing individualised executive wellness intervention plans informed by assessment outcomes.

(iii) Implementing targeted wellness interventions to reduce identified high-risk factors such as burnout etc.

(iv) Providing motivational and educational engagements (including talks, briefings, or coaching sessions) focused on stress management, lifestyle modification, resilience, and behavioural change.

(v) **Reporting requirements:** Providing aggregated, non-identifiable reports**,** where required, to inform organisational wellness planning while maintaining executive confidentiality. Reports shall, at a minimum, include:

a. Trends in identified health and lifestyle risk factors (e.g., stress, cardiovascular risk, burnout), presented in aggregated format;

b. Summary of interventions implemented (e.g., coaching sessions, wellness plans, educational engagements);

c. Recommendations to inform organisational wellness planning and preventative strategies. Reports shall be submitted as and when required

3.5 Professional Support Line Service and Interactive Health Bot

A 24-hour, 7 days a week with a dedicated toll-free number and a please call me what's app helpline to provide psychological counselling service for all JPC employees and in cases where an employee's immediate family member i.e. spouse and children required the following:

a. Psychosocial Support
b. Trauma management
c. Crises' management
d. Debriefing
e. Financial planning
f. Debt management

The support helpline should also be able to provide information and guidance to employees on issues related to the following:

g. Information on non-communicable and communicable diseases.
h. HIV / AIDS information and other Chronic illnesses
i. Budgeting and financial management

The service provider shall also provide JPC with an online interactive wellness platform that includes a secure, user-friendly, interactive health chat bot through which employees can initiate engagement (e.g., via simple prompts such as “hi JPC”) and receive immediate, automated responses.

The platform must be capable of providing reliable, evidence-based information and guidance on a range of wellness topics, including medical conditions, stress management, and general psychosocial well-being. It should further enable employees to access online content, downloadable and printable resources, and, where appropriate, be directed to professional advisory or support services.

The system must ensure confidentiality, ease of access, and responsiveness, and should be designed to support early intervention, self-help, and informed decision-making among employees.

There will be no limit in the utilization of the service of the 24-Hour support line, interactive health chat bot by JPC employees and their immediate family members. The service provider shall ensure that employees can submit a “Please Call Me” request to the allocated number and receive a call back in accordingly.

(i) Pilot the Help line and Interactive Health Chat Bot

The service provider shall pilot the helpline, “Please Call Me” service, and an interactive health and wellness chatbot platform for a period of three (3) months to assess functionality, accessibility, and employee utilisation.

The pilot shall include the full operational setup of all platforms, including call handling, response management, chatbot configuration and responsiveness, and basic data tracking across all channels. The chatbot component must enable employees to initiate engagement through simple prompts and receive immediate, automated, evidence-based guidance on medical conditions, stress-related concerns, and general wellness matters.

Upon completion of the pilot phase, the service provider shall develop and deliver a comprehensive presentation JPC Management outlining the programme, pilot process across all platforms, usage trends, key findings, challenges identified, and recommendations for improvement and/or full implementation.

(ii) Implementation Plan and Milestone Clause:

The appointed service provider shall be required to fully establish and operationalise the services outlined under clause 2.2.5 (Professional Support Line Service and Interactive Health Bot) within a period of three (3) months from the date of contract award.

The service provider must demonstrate full readiness within this period, including system configuration, staffing, testing, and the ability to deliver services in accordance with the agreed Service Level Agreement (SLA).

A defined portion of the contract value, as agreed between the parties, shall be linked to the successful implementation and operational readiness of these services. Payment of this portion shall only be made upon written confirmation by the client that the services are fully functional, accessible, and compliant with the agreed Service Level Agreement (SLA).

Failure to meet this implementation deadline, shall constitute a material breach of contract and may result in the termination or cancellation of the SLA.

3.6 Facilitation Training and Support Services

The service provider must be able to provide JPC with Professional expertise that will give motivational talks to empower management based on issues identified and how certain subject matters can be dealt with appropriately to improve employee's work performance.

The service provider shall:

(i) Deliver professionally facilitated motivational talks and empowerment sessions to employees and management**,** guided by identified organisational and employee wellness challenges.

(ii) Ensure that the content is relevant, practical, and aligned to improving workplace performance, leadership effectiveness, and overall productivity**.**

(iii) Address key subject areas through structured and evidence-informed engagements**,** including stress management, leadership resilience, emotional intelligence, conflict management, and workplace wellbeing.

(iv) Translate identified challenges into clear, practical strategies that management can realistically apply to support employee wellbeing, improve engagement, and enhance work performance.

3.7 Comprehensive Health Screening and a Mobile Clinic

This function is required for the delivery of comprehensive health screening services and wellness awareness programmes/events. The appointed service provider must demonstrate the capacity and capability to coordinate and deliver on-site and/or near-site screenings, including health risk assessments, individualised reporting, and professional guidance provided by appropriately qualified medical and wellbeing professionals.

The health screening services shall include, but not be limited to, the following:

a. Body Mass Index (BMI) Assessment
b. Provision of a Qualified Nursing Sister and other personnel, available for a maximum of eight (8) hours per screening day
c. Tuberculosis (TB) Rapid Testing
d. Blood Glucose Screening (to assess high and low blood sugar levels
e. Breast and Prostate Cancer Screening, with diagnostic testing conducted upon request or referral
f. Nutrition and Healthy Eating Guidance, including personalised healthy eating plans where requested
g. Visual (Eye) Screening
h. Hearing Screening
i. HIV/AIDS Counselling and Testing (HCT)
j. Diabetes Risk Screening and Monitoring
k. Blood Pressure Screening, including identification of hypertension and hypotension
l. Cholesterol Screening (cardiovascular risk assessment)

3.7.1 Comprehensive Health Screening and Mobile Clinic Reporting Requirements

Following the delivery of comprehensive health screening and mobile clinic services, the appointed service provider will be expected to submit a written post-screening report to JPC within an agreed timeframe. The report shall be aggregated, non-identifiable, and compliant with confidentiality and data-protection requirements. The report shall include, but not be limited to, the following:

(i) Service Delivery Summary

a. Date(s) and location(s) of screening events

b. Number of employees invited versus number screened (always exclude race)

c. Types of screenings conducted in line with the approved scope

d. Professional resources utilised (e.g. nursing staff, counsellors, technicians)

(ii) Aggregated Health Risk Profile

a. Summary of key health risk indicators identified (e.g. blood pressure,

b. blood glucose, BMI, cholesterol trends)

c. Percentage distribution of employees within low-, medium-, and high-risk categories (non-diagnostic)

d. Trends relating to lifestyle risk factors (e.g. physical inactivity, nutrition, smoking, alcohol use)

(iii) Referral and Follow-Up Overview

a. Number of employees referred for further medical, psychosocial, or specialist intervention

b. Types of referrals made (e.g. chronic disease management, mental health support, further diagnostics)

c. High-level follow-up recommendations (without individual identifiers such as race)

(iv) Organisational Recommendations

a. Evidence-based recommendations to inform future wellness initiatives

b. Priority health risk areas for targeted interventions

c. Alignment recommendations for the organisation’s Wellness and EAP programmes

3.8 Occupational Health Medical Assessments and Surveillance Services

The service provider shall, upon request by JPC shall conduct the following services:

a. Entry medicals
b. pre-employment
c. Medical surveillance
d. Exit medicals
e. Audiometry (hearing tests)
f. Spirometry (lung function tests),
g. Vision screening (eye tests),
h. Urine tests, and blood tests.
i. COVID Screening and testing/other communicable diseases.
j. Other medical services, as determined by the entity:

Such medical services shall be based on information provided by the employer, relevant medical documentation, and the employee's condition at the time of assessment.

The service provider will be required to conduct the following:

Service Area	Scope of Service / Deliverable	Turnaround Time
a. **Fitness-for-Duty Assessment**	Conduct fitness-for-duty assessments and provide a clear professional opinion on whether the employee is fit, temporarily unfit, or fit with limitations.	**5 working days** from date of assessment
b. **Extended Sick Leave & Return-to-Work**	Assess employees who have been on extended sick leave and develop recommendations for a gradual return-to-work plan, including duties, working hours, restrictions, and review periods.	**7 working days** from date of assessment
c. **Medical Report Interpretation**	Review and professionally interpret medical reports submitted by employees, ensuring that the information is clearly understood and explained to the employer. Provide written clarification where medical terminology or recommendations require interpretation.	**3 working days** from receipt of medical reports
d. **Additional Sick Leave Assessment**	Where additional sick leave is required, conduct or recommend the necessary medical or functional assessments to enable	**5 working days** from completion of assessment

	the employer to make an informed and defensible decision.	
e. **Reasonable Accommodation Assessment**	Conduct medical or functional capacity assessments and provide clear recommendations for reasonable accommodation, including limitations, suitable adjustments, and review periods.	**7 working days** from date of assessment

3.8.1 Reporting Requirements: Occupational Health and Medical Surveillance

All reports must:

- **a.** Be limited to functional, work-related outcomes (no detailed clinical or diagnostic disclosures);
- **b.** Be issued within the specified turnaround times per service category;
- **c.** Be completed and signed by a qualified Occupational Health Practitioner or Occupational Therapist;

Each report shall, at a minimum, include:

(i) Fitness Determination:

- **a.** Fit for duty;
- **b.** Fit for duty with limitations/restrictions;
- **c.** Temporarily unfit for duty (with review period);
- **d.** Permanently unfit for duty / recommendation for medical boarding (where applicable);

(ii) Functional Capacity & Risk Alignment:

- **a.** Assessment of the employee's ability to perform inherent job requirements;
- **b.** Confirmation of compliance with job-specific risk exposure requirements;

(iii) Workplace Limitations and Restrictions:

- **a.** Clear description of physical, cognitive, or psychological limitations;
- **b.** asks or duties to be avoided or modified;

(iv) Reasonable Accommodation Recommendations:

- **a.** Specific workplace adjustments (e.g., modified duties, reduced hours, assistive measures; remote work);
- **b.** Duration and review periods for such accommodations;

(v) Return-to-Work Guidance (where applicable):

- **a.** Phased return-to-work plans;
- **b.** Recommended working hours, duties, and progression timelines;

(vi) Follow-Up and Monitoring:

a. Indication of whether reassessment is required;
b. Suggested timelines for review;

(vii) Extended Sick Leave & Return-to-Work reports:

The service provider shall assess cases of extended sick leave based on employee-submitted medical information and any additional supporting documentation, and provide a professional, objective analysis to assist the employer in making an informed determination regarding the employee's capacity to return to work or the need for additional recovery time.

Where the information provided is insufficient or unclear, the service provider shall recommend that the employee submit further medical evidence or undergo additional assessments to support the case.

The appointed Occupational Health Practitioner shall support JPC/the employer by providing clear, evidence-based recommendations to guide fair and defensible decision-making.

Reports shall, at a minimum, include:

a. An assessment of the duration of absence and its impact on the employee's functional ability to perform inherent job requirements;
b. A professional opinion on whether additional sick leave is warranted, based on available medical evidence;
c. A structured return-to-work plan, including recommended duties, working hours, restrictions, and measurable milestones;
d. Identification of any workplace risks, limitations, or need for reasonable accommodation; and
e. Recommended review periods and follow-up assessments, where applicable.

(viii) Medical Report Interpretation:

The service provider shall review and interpret medical reports submitted by employees and provide a clear, professional, and plain-language summary to support employer decision-making.

Reports shall, at a minimum, include:

a. A simplified summary of key medical findings (without disclosing unnecessary clinical detail);
b. The implications of the medical condition on the employee's functional work capacity; and

c. Clear recommendations to guide the employer on fitness for duty, the need for additional sick leave, or reasonable accommodation, where applicable.

3.9 Medical Surveillance and Occupational Risk Trend Reports (Employer-Facing)

The service provider shall submit periodic aggregated surveillance reports (annually) reflecting:

a. Number and type of surveillance medicals conducted
b. Trends related to occupational exposures (e.g. hearing loss, respiratory function, biological monitoring indicators)
c. Compliance with required medical surveillance programmes
d. Recommendations for risk mitigation and workplace health improvement

All data must be statistical, anonymised, and non-diagnostic.

3.10 Research and Surveys as and when required

The service provider shall conduct a structured Employee Assistance Programme (EAP) needs assessment for JPC to determine current and emerging employee wellbeing needs as and when required. This shall include but not limited to:

(i) EAP Needs Assessment
Identifies current and emerging employee psychosocial, wellness, and organisational support needs.

(ii) Employee Wellness / Psychosocial Risk Survey
Assesses stress levels, burnout, morale, work pressure, interpersonal challenges, and overall wellbeing.

(iii) Organisational Climate Survey
Evaluates workplace culture, leadership support, communication, trust, and employee engagement.

(iv) Stress and Burnout Survey
Focuses specifically on workload, emotional strain, fatigue, trauma exposure, and coping capacity.

(v) Critical Incident and Trauma Exposure Assessment
Identifies exposure to traumatic events, especially relevant in operational environments such as JPC.

(vi) Substance Use Risk Survey

Screens for alcohol and substance-related risk factors impacting safety, attendance, and performance.

(vii) Absenteeism and Productivity Impact Assessment

Analyses patterns linked to sick leave, presenteeism, and performance challenges.

(viii) Management and Supervisory Capacity Assessment

Assesses management's ability to identify, refer, and support employees appropriately within the EAP.

(ix) EAP Utilisation and Effectiveness Review

Reviews uptake, referral trends, service gaps, and overall effectiveness of the existing EAP.

3.10 Healthy living, awareness, and events program

The service provider shall plan, coordinate, and deliver Wellness Days and related wellness events such as race entries for employees as agreed with when required. This shall include programme planning, facilitation of wellness activities, provision of qualified facilitators, and coordination of event logistics relevant to the service required.

Wellness days/events may cover physical health, mental wellbeing, psychosocial support, and awareness campaigns, fitness and health entries. The service provider shall ensure professional execution, active employee engagement, entries to wellness events and submission of brief post-event reports outlining attendance, activities conducted, and general outcomes.

4. CONFIDENTIALITY AND DATA PROTECTION

The service provider shall ensure that:

a. No individual medical results shall be disclosed to the employer and/or any third party unless the third party is a referral recipient and the employee has provided signed consent for the release of medical results, medical reports, psychosocial reports, or related information.

b. All personal health information to be disclosed to the individual employee, must be done with appropriate counselling and referrals.

c. All medical, counselling, and psychosocial records shall be securely maintained in accordance with applicable confidentiality, record-keeping, and data protection requirements. Access to such records shall be limited to

authorised professionals directly involved in the employee's care or referral process.

5. PROJECT/ ACCOUNT MANAGEMENT

The Project/Account Manager shall, in consultation with the HCM Department and Wellness Practitioner:

a. Develop, implement, coordinate, and oversee the effective rollout and management of the Employee Wellness Programme, including awareness campaigns, communication strategies, promotional material, employee wellness sessions, newsletters, and related support services.
b. Ensure the design and delivery of appropriate promotional material, including at least one (1) brochure and one (1) wallet card per employee, relating to the wellness support services available to employees.
c. Coordinate and facilitate employee briefing sessions, presentations, and at least one (1) group wellness session per quarter at each depot, corporate building, and head office.
d. Ensure the distribution of a corporate wellness newsletter aimed at educating and informing employees on wellness-related matters.
e. Ensure the continuous functionality, accessibility, and effective management of all support platforms, including the 24-hour helpline, WhatsApp line, chatbot services, and related wellness support systems, and shall report any disruptions, challenges, or technical difficulties to HCM and/or the Wellness Practitioner timeously in writing.

6. COMMUNICATION AND REPORTING ANALYSIS

The service provider shall ensure that:

a. Monthly, Quarterly and Annual statistical confidential EAP usage report.
b. Quarterly meetings with relevant advisors, HCM department to discuss engagement rate and use the platform for information sharing with recommendations.

7. COMPLIANCE AND QUALITY ASSURANCE

The service provider shall ensure that:

a. Confirmation that all screenings were conducted by appropriately qualified

and registered professionals

b. Confirmation of compliance with ethical, legal, and confidentiality requirements

c. Equipment and testing standards applied

PRICING SCHEDULE: PRICE OFFER (JPC MBD 6)

Prising Basis: Bidders shall quote a fixed unit rate for each service listed below. Services will be rendered on an as-and-when-required basis. The quoted rates shall remain fixed for the duration of the contract, subject to approved annual adjustments. All line items in the Pricing Schedule must be completed.

NB: Failure to submit a price for any applicable item may render the bid non-responsive. On all categories and items JPC will only pay for services requested and rendered.

1. **Psychosocial Support Services**

Each eligible beneficiary is entitled to a maximum of five (5) counselling sessions, per financial year. For the purposes of this tender, an eligible beneficiary includes:

- The employee;
- A legally recognised spouse or a life partner,
- biological children, legally adopted children, children under a legal guardianship of the employee.

The maximum number of sessions is a benefit limitation in terms of the JPC Employee Health and Wellness Policy and does not constitute a guaranteed volume of work. JPC will only pay for services rendered.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT)	Year 2 (Excl. VAT)	Year 3 (Excl. VAT)	Total (Excl. VAT)
1.1	Face-to-face counselling provided by a suitably qualified and professionally registered practitioner	Per counselling session	R	R	R	R
1.2	Online counselling (Microsoft Teams, Zoom or equivalent platform)	Per counselling session	R	R	R	R

1.3	Telephone counselling	Per counselling session	R	R	R	R
1.4	Crisis or Emergency Intervention (Trauma Debriefing). Response required within 24 hours of referral	Per intervention	R	R	R	R
1.5	Psychosocial support, education and counselling relating to HIV/AIDS and other chronic or life-threatening medical conditions	Per counselling session	R	R	R	R
1.6	Quarterly psychosocial support report containing aggregated, non-identifiable statistics, trends, age and gender analysis	Per quarterly report	R	R	R	R
1.7	Individual close-out report with recommendations for each employee or eligible family member referred for psychosocial support	Per report	R	R	R	R
	Sub-total (Excl. VAT)					**R**

2. Group Support Services

Pricing basis: Bidders shall quote fixed unit rates for the services listed below. Group support services will be provided on an as-and-when-required basis. Quantities indicated are for pricing and evaluation purposes only and do not constitute a guarantee of work.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT)	Year 2 (Excl. VAT)	Year 3 (Excl. VAT)	Total (Excl. VAT)
2.1	Provision of group psychosocial support interventions, with each group consisting of a maximum of fifteen (15) employees.	Per group session	R	R	R	R
2.2	Group exercise programme conducted at JPC	Per hour	R	R	R	R

	premises by a qualified fitness instructor (e.g. aerobics, yoga or similar wellness activities).					
	Sub-total (Excl. VAT)					**R**

3. Substance Abuse Assessment and Management Services

Pricing basis: Bidders shall quote fixed unit rates for each service listed below. Services will be rendered on an as-and-when-required basis. The quoted rates shall remain fixed for the duration of the contract, subject to approved annual adjustments.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT)	Year 2 (Excl. VAT)	Year 3 (Excl. VAT)	Total (Excl. VAT)
3.1	On-site breathalyser test conducted within eight (8) hours of the request, including a written report.	Per breathalyser test	R	R	R	R
3.2	Blood test for substance screening conducted within twenty-four (24) hours of referral, including written laboratory results.	Per blood test	R	R	R	R
3.3	Drug screening to determine the presence and type of substance used, including written results.	Per drug screening test	R	R	R	R
3.4	Post-rehabilitation aftercare and support services, including monitoring and written progress reports.	Per employee per aftercare programme	R	R	R	R
	Sub-total (Excl. VAT)					**R**

4. Harassment Support Services

Pricing Basis: Bidders shall quote one consolidated fixed price per case covering the services listed in Items 4.1. Services will be provided on an as-and-when-required basis.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
4.1	Consolidated price for intake assessment, up to five (5) counselling sessions, and individual close-out report.	Per case	R	R	R	R
4.4	Quarterly aggregated, non-identifiable trends report.	Per quarterly report	R	R	R	R
	Sub-total (Excl. VAT)		**R**	**R**	**R**	**R**

5. Executive Medicals and Lifestyle Coaching

Pricing Basis: Bidders shall quote fixed unit rates for each service listed below. Services will be rendered on an as-and-when-required basis**.** The quoted rates shall remain fixed for the duration of the contract, subject to approved annual adjustments.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
5.1	Executive wellness assessment.	Per executive assessment	R	R	R	R
5.2	Individual executive coaching session.	Per coaching session	R	R	R	R
5.3	Individual executive wellness plan.	Per wellness plan	R	R	R	R
5.4	Motivational and educational wellness session for executives and senior managers (maximum of 15 participants per session).	Per session	R	R	R	R
5.5	Aggregated, non-identifiable executive wellness report.	Per report	R	R	R	R

5.6	Targeted executive wellness intervention for identified high-risk factors, including stress, burnout, lifestyle management and behavioural change.	Per executive per intervention	R	R	R	R
	Sub -Total (Excl. VAT)					**R**

6. Professional Support Line Service

Pricing Basis: Bidders shall quote fixed unit rates for each service listed below. Charges shall be based on the applicable pricing unit specified for each service. The Professional Support Line Service will be paid per service rendered**,** except for the monthly retainer, which covers the continuous operation and availability of the 24-hour support line, and the once-off implementation fee for establishing the service.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
6.1	24-hour Professional Support Line.	Monthly retainer	R	R	R	R
6.2	24-hour "Please Call Me" functionality.	Monthly retainer	R	R	R	R
6.3	"Please Call Me" SMS received, logged and managed.	Per SMS	R	R	R	R
6.4	Call received, call handling, case logging and referral management.	Per call	R	R	R	R
6.5	Provision of telephonic psychosocial support, clinical support, educational wellness support, financial planning and	Per telephonic counselling session	R	R	R	R

	budgeting advice, advisory services, crisis management and counselling (maximum of 30 minutes per session).					
6.6	Quarterly aggregated, non-identifiable utilisation and trends report, including "Please Call Me" statistics.	Per quarterly report	R	R	R	R
6.7	Once-off implementation of the Professional Support Line Service, including development of policies, scripts, operating procedures, marketing material and pre- and post-implementation presentations.	Once-off implementation fee	R	R	R	R
	Sub-Total (Excl. VAT)					**R**

7. Facilitation, Training, Fitness and Support Services

Pricing Basis: Bidders shall quote fixed unit rates for each service listed below. Services will be provided on an as-and-when-required basis. JPC will only pay for services rendered.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
7.1	Facilitation of motivational, wellness, empowerment and training sessions	Per facilitated session (4 hours)	R	R	R	R

	(maximum duration of four (4) hours per session).					
7.2	Wellness facilitator, motivational speaker or subject matter expert (maximum duration of four (4) hours per session).	Per facilitated session (4 hours)	R	R	R	R
	Sub-Total (Excl. VAT)					**R**

8. Comprehensive Health Screening and Mobile Clinic Services.

Pricing Basis: Bidders shall quote fixed unit rates for each service listed below. Health screening services will be provided on an as-and-when-required basis. JPC will determine the specific health screening services required for each wellness event. Bidders shall only invoice for the services requested by JPC and rendered.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
8.1	Mobile clinic for an on-site health screening event (8-hour day).	Per event (8-hour day)	R	R	R	R
8.2	Two (2) professional nurses/personnel to conduct the health screening event (8-hour day).	Per event (8-hour day)	R	R	R	R
8.3	Body Mass Index (BMI) Assessment.	Per employee screened	R	R	R	R
8.4	Blood Glucose Screening.	Per employee screened	R	R	R	R
8.5	Blood Pressure Screening.	Per employee screened	R	R	R	R
8.6	Cholesterol Screening.	Per employee screened	R	R	R	R
8.7	HIV Counselling and Testing (HCT).	Per employee screened	R	R	R	R

8.8	Tuberculosis (TB) Rapid Testing.	Per employee screened	R	R	R	R
8.9	Breast Cancer Screening with results.	Per employee screened	R	R	R	R
8.10	Prostate Cancer Screening with results.	Per employee screened	R	R	R	R
8.11	Nutrition and healthy eating guidance, including personalised healthy eating plans.	Per employee counselled	R	R	R	R
8.12	Post-screening aggregated, non-identifiable report.	Per report	R	R	R	R
	Sub-Total (Excl. VAT)					**R**

9. Fitness for Duty Assessment (Functional Assessment).

Pricing Basis: Bidders shall quote fixed unit rates for each service listed below. Services will be provided on an as-and-when-required basis. JPC will only pay for services requested and rendered.

Where required the appointed bidder shall receive the employee's medical documentation from the Employer's Employee Health and Wellness Practitioner or Human Resources official. The bidder shall review and analyse all supporting medical reports and relevant documentation, assess the employee's functional capacity and medical condition in relation to the application. The Bidder shall provide a written recommendation to the Chief Executive Officer (CEO) indicating whether the application for additional sick leave should be approved or declined

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
9.1	Functional assessment and report conducted by an Occupational Therapist.	Per assessment	R	R	R	R
9.2	Functional assessment and report conducted by an Occupational Medical Practitioner.	Per assessment	R	R	R	R
9.3	Medical boarding assessment and completion of the medical boarding	Per assessment	R	R	R	R

	application by a Specialist Medical Practitioner.					
9.4	Specialised medical surveillance (e.g. noise, chemicals, lead exposure), including report.	Per assessment	R	R	R	R
9.5	COVID screening.	Per employee screened	R	R	R	R
9.6	Pre-placement/entry fitness-for-duty assessment and report conducted by an Occupational Therapist.	Per assessment	R	R	R	R
9.7	Pre-placement/entry fitness-for-duty assessment and report conducted by an Occupational Health Nurse	Per assessment	R	R	R	R
9.8	Exit medical surveillance, including report.	Per assessment	R	R	R	R
9.9	Hearing and vision screening.	Per employee screened	R	R	R	R
9.10	Medical Assessment for additional sick leave application	Per employee	R	R	R	R
9.11	Recommendation for additional sick leave applications	Per report submitted	R	R	R	R
9.12	Medical Assessment for working from home applications	Per employee	R	R	R	R
9.13	Recommendation for working from home applications	Per report submitted	R	R	R	R
	Sub-Total (Excl. VAT)					**R**

10. Medical Surveillance and Occupational Risk Trend Reports (Employer-Facing)

Pricing Basis: Bidders shall quote fixed unit rates for each service listed below. Medical surveillance trend reporting shall be based on continuous data collection and analysis throughout the contract period.

Quarterly reports shall be submitted as part of an ongoing reporting service, while a comprehensive annual report shall consolidate the quarterly findings and provide strategic recommendations.

Management consultations shall be quoted per consultation, with each consultation not exceeding sixty (60) minutes unless otherwise approved in writing by JPC.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
10.1	Quarterly Medical Surveillance Trends Report, including analysis of surveillance activities, occupational health trends, identified risks and recommendations.	Quarterly retainer	R	R	R	R
10.2	Annual Occupational Health and Medical Surveillance Report, including occupational exposure trends, statistical analysis, compliance monitoring and strategic recommendations for the following financial year.	Annual report	R	R	R	R
10.3	On-site consultation with management by a Medical Practitioner regarding occupational health, medical surveillance, fitness for duty, return-to-work, workplace health risks and related matters.	Per consultation (maximum 60 minutes)	R	R	R	R
10.4	Online consultation with management by a Medical Practitioner regarding occupational health, medical surveillance, fitness for duty, return-to-work, workplace health risks and related matters.	Per consultation (maximum 60 minutes)	R	R	R	R
10.5	On-site consultation with management by an Occupational Health Nurse regarding occupational health programmes, medical	Per consultation (maximum 60 minutes)	R	R	R	R

	surveillance and workplace health matters.					
	Sub-Total (Excl. VAT)					**R**

11. Research and Surveys.

Pricing Basis: Bidders shall quote fixed unit rates for each research and survey service listed below. Services will be provided on an as-and-when-required basis. The quoted price shall include the planning, administration, data collection, analysis, report writing and presentation of findings. JPC will only pay for services requested and rendered.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
11.1	Employee Health and Wellness Needs Assessment, including report and presentation.	Per completed assessment	R	R	R	R
11.2	Organisational Climate Survey, including report and presentation.	Per completed survey	R	R	R	R
11.3	Employee Perception Survey, including report and presentation.	Per completed survey	R	R	R	R
11.4	Employee Health and Wellness Risk Survey, including stress and burnout, depression and anxiety, absenteeism and productivity impact, and critical incident/trauma exposure, including report and presentation.	Per completed survey	R	R	R	R
	Sub-Total (Excl. VAT)					**R**

12. Wellness Days and Events

Pricing Basis: Bidders shall quote a consolidated fixed price per wellness event for Items 12.1 to 12.4. Wellness events will be provided on an as-and-when-required basis, in accordance with the JPC Wellness Calendar. JPC will only pay for services requested and rendered.

Item No.	Description	Pricing Unit	Year 1 (Excl. VAT) (R)	Year 2 (Excl. VAT) (R)	Year 3 (Excl. VAT) (R)	Total (Excl. VAT) (R)
12.1	Wellness Day/Event planning and coordination.	Included in the consolidated event price				
12.2	Wellness Day/Event facilitation and on-site support.	Included in the consolidated event price				
12.3	Development and provision of wellness information and promotional material.	Included in the consolidated event price				
12.4	Post-event reporting, including attendance statistics, evaluation and recommendations.	Included in the consolidated event price				
12.0	**Consolidated Wellness Day/Event Package (Items 12.1–12.4)**	**Per event**	**R**	**R**	**R**	**R**
12.5	Quarterly Health and Wellness Newsletter.	Per newsletter	R	R	R	R
12.6	Race entry fees (cycling, walking and running).	Per employee	R	R	R	R
	Sub-Total (Excl. VAT)					**R**

The Grand Total must equal the sum of the Sub-Totals for Sections 1–12. Bidders must not recalculate or reprice the services; the amounts entered must be carried forward directly from the respective Sub-Total lines.

Description	Year 1 (R)	Year 2 (R)	Year 3 (R)	Total (R)
Annual Total (Excl. VAT)				
VAT (15%)				
Annual Grand Total (Incl. VAT)				
Total for Three (3) Years (Incl. VAT)				

The prices are fixed and cannot be negotiated for the period of the contract.

The Health and Wellness services that will be rendered will cater for 1705 employees.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- The applicable preference point system for this tender is the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS: target designated group	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.3 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more – Women	10	
Enterprises located in a specific region within the City of Johannesburg Metropolitan Municipality for work to be done or services to be rendered in that region.	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm…….

4.4 Company registration number: ……...

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

BIDDER'S INFORMATION (JPC MBD 7)

Name of Bidder			
ID /Passport/ Registration Number			
Nature of bidder (tick one)	Natural Person/ Sole Proprietor		
	School/NGO/Trust		
	Company/ CC/ Partnership		
	Joint Venture (JV)		
Postal Address		Tel	
		Cell	
		Email	
		Fax	

BIDDER BANKING DETAILS

Name of bidder's Banker	
Contact details of banker	

Please indicate how you became aware of the invitation to submit this Proposal

The Star		JPC website	
		E- Tenders	
		Business Day	

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	**AUTHORISED SIGNATURE (UNDERSIGNED)**
DATE	**CAPACITY**

CONTRACT FORM - PURCHASE OF GOODS/SERVICES MBD 7.1

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)……..…….. in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   i) Bidding documents, *viz*

   - Invitation to bid;
   - Proof of Tax Compliance Status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   ii) General Conditions of Contract; and

   iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1. ……

2. ……

DATE:……

PART 2 (TO BE FILLED IN BY THE PURCHASER) MBD 7.1

1. I……in my capacity as……..…..accept your bid under reference number ……dated……for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

DATE ……

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

1. This municipal bidding document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:

3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

3.2 been convicted for fraud or corruption during the past five years;

3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page**	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.**	Yes	No
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**CAPACITY**

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This municipal bidding document (MBD) must form part of all bids[1] invited.

2. 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).[2] Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

3.1. take all reasonable steps to prevent such abuse;
3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] 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 not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   a) has been requested to submit a bid in response to this bid invitation;
   b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) geographical area where product or service will be rendered (market allocation)

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a bid;

e) the submission of a bid which does not meet the specifications and conditions of the bid; or

f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] Joint venture or Consortium 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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…… ……

Signature Date

…… ……

Position Name of Bidder

BIDS WILL BE EVALUATED AS FOLLOWS:

1. COMPLIANCE CRITERIA BEFORE AN AWARD IS MADE TO THE SUCCESSFUL BIDDER

1.1. Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).

1.2. Proof of registration of the Bidder as follows:
- Natural persons- certified copy of ID document/ passport
- Partnership- copy of Partnership Agreement plus IDs of all partners
- Company- current CM29/COR 20.1
- Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners
- Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or Sworn Affidavit.

1.3. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement.

1.4. Up- to-date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement.

1.5. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.

1.6. If the director does not own any property at least lease agreement or certified affidavit need to be provided

1.7. In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated B-BBEE Certificate.

1.8. Central Supplier Database (CSD) registration valid on tender closing date.

1.9. Company resolution for bid signing powers

1.10. The following documents must be completed and duly signed:
- Declaration of interest in MBD 4;
- Declaration of the Bidder's Past Supply Chain Practices in MBD 8;
- Certificate of Independent Bid Determination in MBD 9; and
- Bidders Information in JPC MBD 7.1

1.11. If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.

EVALUATION CRITERIA (JPC MBD 12)

A TWO-STAGE EVALUATION WILL BE APPLIED TO THE EVALUATION OF THE BIDS AS FOLLOWS:

STAGE 1: TECHNICALITY / FUNCTIONALITY EVALUATION

Bids will be evaluated to establish whether they meet the minimum required thresholds for functionality. In this regard, bidders are required to achieve a functional score of not less than 70 points out of 100.

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
1. Bidders experience in delivering Health and Wellness projects	**a.** Five (5) or more relevant projects (supported by five (5) or more reference letters) = **20 points** **b.** Four (4) relevant projects (supported by four (4) reference letters) = **15 points** **c.** Three (3) relevant projects (supported by three (3) reference letters) = **10 points** **d.** Two (2) relevant projects (supported by two (2) reference letters) = **5 points** **e.** One (1) relevant project (supported by one (1) reference letter) = **3 points** **Not relevant project experience = 0 points**	**20**	The bidder shall submit reference letters for current and past projects undertaken within the last (10) years. **Each reference letter must:** • Be issued on the client's official letterhead. • Clearly indicate the name and nature/scope of the project. • Specify the duration of the project, including start and end dates. • Include contact details (telephone and email). • The letter be signed • Only the first 5 letters will be considered for scoring **The bidder must also complete MBD 13.** **Failure to complete MBD 13, the points will be 0 points** **No points will be awarded where there is any missing information on the reference letter**

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
2. Project Management Capacity: • Qualifications and relevant experience of the proposed Project Leader	**a.** Master's degree in Social Science, Medical field, Occupational health, Nursing, Psychology (NQF 9) + 5 years relevant experience = **20 points** **b.** Honours degree in Social Science, Medical field, Occupational health, Nursing, Psychology, (NQF 8) + 5 years relevant experience =**7 points** **c.** Bachelor's degree in social science, Medical field, Occupational health, Nursing, Psychology (NQF 7) + 5 years relevant experience **=3 points** **The proposed Project Leader must have a minimum of five (5) years relevant experience. Failure to meet this requirement will result in zero (0) points for this criterion.**	**20**	Submit the following: • Project leader CV • Qualifications (certified) • Certified documents must not be older than 6 months • Only certified copies of original documents will be accepted **Bidders to populate JPC MBD 14 with the same candidate/s. Failure to populate JPC MBD 14 with the same candidate/s details will result in zero points.** **Disclaimer: Failure to provide all the required documents, CV, & qualification, the service provider will not be considered.**
3. Capacity and availability of professional personnel with relevant experience and qualification	**a.** 05 × Social Workers (Professionally registered, with minimum 5 years relevant experience) **&** **b.** 03 × Psychologists (Professionally registered, with minimum 5 years relevant experience) **&** **c.** 01 × Medical Practitioner (Professionally registered, with minimum 5 years relevant	**20**	Submit the following: • Summarised personnel CVs • Qualifications (certified) • Professional Body registration (certified) • The CVs should indicate 5 or more years' experience in

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
	experience) **&** **d.** 03 × Occupational Health Nurses (Professionally registered, with minimum 5 years' relevant experience) = 20 points **Important: The points allocated for all categories of staff capacity and availability are combined for a total of 20 points** **Bidders must provide the full number of required personnel to score points. Partial submissions will result in zero (0) points for this entire category.** **Bidders not completing and submit JPC MBD 13 using the same candidate(s) whose CVs and supporting documentation are provided= zero (0)** **Bidders not completing the personnel availability and consent declaration form in JPC Annexure A = zero (0)**		providing health, Medical, Occupational and Wellness services Recognised professional registrations • Social Workers SACSSP • Psychologists / Medical Practitioners =HPCSA • Occupational Health Nurses=SANC All certified documents must not be older than 6 months • Only certified copies of original documents will be accepted • **Bidders must complete and submit JPC MBD 14 using the same candidate(s) whose CVs and supporting documentation are provided.** • **Bidders must complete the personnel availability and consent declaration form in JPC Annexure A** • **Bidders must provide the full number of required personnel to score points. Partial submissions will result in zero (0) points for this entire category.** **Disclaimer: Failure to provide all the required documents, CV, qualifications, and Professional**

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
			Body registration, the service provider will not be considered.
4. Access to a mobile clinic	**a.** A 10-ton and above fully equipped mobile clinic, capable of providing multiple services simultaneously (including a consultation room, screening area, toilet, and running water), and: • registered on eNaTIS in the bidder's name; or • registered on eNaTIS in another entity's name, supported by a valid lease agreement. **= 20 points** **b.** An 8-ton but below 10-ton mobile clinic, capable of providing basic health screening and consultation services, and: • registered on eNaTIS in the bidder's name; or • registered on eNaTIS in another entity's name, supported by a valid lease agreement. **= 15 points** **c.** A 5-ton but below 8-ton mobile clinic or mobile health unit, capable of providing basic screening services only, and: • registered on eNaTIS in the bidder's name; or	**20**	Submit the following: **Owned Vehicle** • A valid and current eNaTIS certificate reflecting the bidding company as the registered owner of the vehicle(s). • Photographs of the exterior and interior of the mobile clinic; • Photograph of the front and back of the vehicle clearly showing a registration plate • The registration plate showing in the pictures should match the registration plate number stated in the eNaTis • **Include a valid registration certificate of the vehicle** • A detailed list of services that can be provided through the mobile clinic. **Leased Vehicle/Access to a mobile clinic** • A valid eNaTIS certificate reflecting another entity as the registered owner, together with a signed lease agreement/ letter of intent to access to a mobile clinic. • Photographs of the exterior and interior of the mobile

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
	• registered on eNaTIS in another entity's name, supported by a valid lease agreement. = **10 points** **Only eNaTIS documents together with the required photographs in the prescribed format will be considered for scoring.** **Any submission that does not include proof of ownership through an eNaTIS document will score = 0 points.** **Where the registration number reflected in the photographs does not match the eNaTIS document = 0 points.** **Where the vehicle registration certificate does not match the details of the vehicle in the eNaTis document = 0 points** **Where the vehicle is leased or access thereto is provided, but no valid lease agreement or letter of intent granting access to the vehicle is submitted = 0 points.** **Failure to meet this requirement will result in zero (0) points.**		clinic; • Photograph of the front and back of the vehicle clearly showing a registration plate • The registration plate should match the registration plate number stated in the eNaTis • A detailed list of services that can be provided through the mobile clinic. **Format for submission for list of services:** • Be submitted on the bidder's letterhead. • Clearly outline the types of services offered (e.g., primary healthcare, screenings, wellness services, etc.). • Be signed by an authorised representative of the bidder. **Format: letter of intent – access to mobile clinic** • Be issued on the official letterhead of the company granting access to the mobile clinic • Clearly state that the mobile clinic will be made available for the full duration of the three (3) year contract, subject to the award of the contract / A lease agreement valid for the duration of the contract will be accepted.

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
			• Be signed and dated by an authorised representative • Include contact details of the issuing company, telephone number and email address **Any other format in this category besides the above will not be accepted.** **Disclaimer: Failure to provide all the required documents, the service provider will not be considered**
5. Monetary value of relevant projects completed or currently undertaken.	**a.** Projects with a combined value of more than R2 million = 20 points **b.** Projects with a combined value of more than R1.5 million but less than R2 million = 15 points **c.** Projects with a combined value of more than R1 million but less than R1.5 million = 10 points **d.** Projects with a combined value of more than R500 000 but less than R1 million = 5 points **e.** Projects with a combined value of less than R500 000 = 0 points • **Bidders may submit up to a maximum of fifteen (15) reference letters** • **Where more than fifteen (15) letters are submitted, only the first fifteen (15) will be considered for evaluation** • **The combined value will be calculated from the accepted reference letters only** • **Failure to submit letters containing the required information will result in the allocation of Zero (0) points.**	**20**	The bidder shall submit reference letters for relevant Health and Wellness projects undertaken within the last ten (10) years. Each reference letter must correspond to one (1) completed or ongoing project and will be used to assess both the number and monetary value of projects. **Each reference letter must:** • Be issued on the client's official letterhead. • Indicate the name and nature/scope of the project. • Specify the duration of the project, including start and end dates. • Indicate the monetary value of the project. • Include the client's telephone and email • Be signed by the client

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
			• Confirm satisfactory completion or performance of the project. **Disclaimer: If one of the above criteria is missing, then zero points will be awarded.**
TOTAL SCORE		**100**	

Bids that do not meet the minimum threshold of 70 points will not be considered further.

TIME FRAME

The appointed service provider will be valid for a period of 3 years from the date set out in the service level agreement, services will be affected as and when required and will be subject to budget availability for years 1, 2 &3.

STAGE 2: PRICE & SPECIFIC GOALS

Only those tenderers that attain the minimum threshold score of 70 Points in Stage 1 will be evaluated in this stage. Tenders will be evaluated as follows:

The following formula will be used to calculate the points out of 80 for price:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- A maximum of 20 points will be awarded to a tenderer for the specific goals specified for this tender.
- The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.
- The contract will be awarded to the tenderer scoring the highest points.
- If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for specific goals.

POINTS FOR SPECIFIC GOALS WILL BE AWARDED AS FOLLOWS:

DESIGNATED GROUP	MEANS OF VERIFICATION (BIDDERS TO ATTACH THE FOLLOWING DOCUMENTS)	80/20
Maximum Points:		**20**
Businesses owned by 51% or more **– Women**	**CSD, ID copy of owner/s of the business and Shareholder's certificate**	**10**
Enterprises located in a specific region within the City of Johannesburg Metropolitan Municipality for work to be done or services to be rendered in that region.	**CSD and proof of municipal account / letter from the Ward Council confirming the business address.**	**10**

STATEMENT OF BIDDERS EXPERIENCE (JPC MBD 13)

NAME OF BIDDER: .....
BID NO.: .....

The bidders CV's and qualifications submitted must be the same as incumbents that will be annotated below. The value of relevant project management/ program management work previously completed by the bidder or by the bidders principles (meaning key employees/shareholders of the bidder but for work completed for another entity or previous employer) is as follows:

	RELEVANT PROJECT	VALUE OF WORK COMPLETED	PROJECT OWNER	CONTACT DETAILS OF REFERENCE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
	TOTAL			

CAPABILITY AND EXPERIENCE OF KEY PERSONNEL MBD 14

The following team leader and project team will be allocated to the work:

NAME	ROLE	AREA OF EXPERTISE YEARS OF RELEVANT EXPERIENCE	CONFIRM CERTIFIED QUALIFICATIONS ARE ATTACHED YES/NO	CONFIRM CERTIFIED PROFESSIONAL BODIES REGISTRATION IS ATTACHED YES/NO

STANDARD CONDITIONS OF SUBMISSION (JPC MBD 14)

The following conditions apply to all bids submitted:

- All bids must be submitted in compliance with the Bid Specification specified in JPC MBD 11

SUBMISSION OF PROPOSALS

- Bidder(s) are invited to submit their Proposals by completing the returnable Municipal Bidding Documents (MBDs) and JPCs' MBDs contained in this document.
- In this regard:
  - No other form of Proposal will be accepted. The MBDs must not be construed as an offer.
  - The Bidder(s) must submit one (1) original and one (1) soft copy (PDF FORMAT) on a USB Flash drive clearly marked in BIDDER 'S NAME.
  - All Proposal documentation received shall be deemed JPC property and shall not be returned or thus requested back by any Bidder.
- Proposals must be sealed, clearly marked with RFP name and number, and addressed to The Chief Executive Officer, City of Joburg Property Company (SOC) Ltd
- Bidder's return address must be clearly indicated at the back of the envelope.
- The fully completed document with annexures must be submitted before the closing date specified on the front cover, and be deposited in the tender box made available by the Client Services Centre of:

  The City of Joburg Property Company (SOC) Ltd
  Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor (entrance level)

- **PROPOSALS WHICH ARE NOT SUBMITTED IN A PROPERLY SEALED AND MARKED ENVELOPE AND DEPOSITED IN THE BOX BEFORE THE CLOSING DATE, WILL NOT BE OPENED.**
- **PROPOSALS WHICH ARE NOT SUBMITTED IN THE CORRECT FORMAT WITH ANNEXURES ATTACHED, DULY COMPLETED, INITIALLED AND SIGNED, WILL NOT BE CONSIDERED.**
- The information required in the MBDs must be provided accurately and honestly. All details provided by the Bidder(s) will be regarded as material representations, which the JPC base the evaluation of the Proposal on. Any misrepresentation will be treated as material and will result in the disqualification of the Proposal by the JPC. Bidders, who fail to provide such information to the satisfaction of the JPC, will be disqualified.

OPENING OF PROPOSALS

- All proposals are to be submitted at the JPC offices, on or before the closing date and time. The Opening Register will be uploaded on the JPC website.
- Bidder's return address must be clearly stipulated or indicated on the back of the envelope

EVALUATION OF PROPOSALS

- JPC reserves the right to seek clarification or further information from Bidder(s) and to appoint professionals to advise and verify information on aspects of the Proposals submitted in a manner that the JPC or its agent deems appropriate.
- The preferred Bidder(s) may be required to make presentations to the JPC.
- The Bidder(s) shall be deemed to know and understand the content of the Proposal Call document and a submission of the MBDs will indicate the Bidder(s) unconditional acceptance of all the terms and conditions contained in the Proposal Call document.
- The Bidder(s) shall be deemed to have satisfied itself as to all of the conditions, procedures and performance and discharge of the obligations required in terms of the Proposal Call documents.
- The non-acceptance or variation of any of the conditions, or the inclusion of any other conditions in the Proposal Call document by the Bidder(s) will be treated as a qualified bid and will be disqualified
- The Proposal(s) will be evaluated by the JPC. JPC may accept any Proposal in whole or in part and is not bound to accept any Proposal
- Proposals will be evaluated using the evaluation criteria stated in JPC MBD 12.
- The Proposal(s) will be adjudicated by the JPC's Bid Adjudication Committee and awarded in terms of the JPC's Supply Chain Management Policy for Goods and Services.
- The JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
- Any Proposal in the name of a partnership or joint venture or consortium will, on acceptance, be deemed as joint and several agreements with all parties.
- All proposals shall remain valid for a period of **120 days** after the closing date, provided that bidders may extend the validity of the proposal on request of JPC.

RESOLUTIONS OF DISPUTES

- Persons or bidders who are aggrieved by decisions or actions taken in the implementation of Supply Chain Management system or in the awarding of the bid, must within 20 (twenty) days of the awarding of the bid, lodge a written complaint containing the details of the dispute arising to the Chief Executive Officer of JPC at the following address or telefax number:

  3rd Floor, Forum 1, Braampark, 33 Hoofd Street, Braamfontein
  Fax: (010) 219 9400

- The written complaint must contain the following information:
  - The bid reference number;

- The section of the Policy, Regulations or Act that has been violated;
- The details of the violation;
- The City Department or Municipal Owned Entity involved;
- Relief sought.

- The Chief Executive Officer may appoint an independent person, from outside or within the City or JPC, to investigate and propose a dispute resolution mechanism to address the complaint. The person so appointed will be someone who was not involved in the transaction in question.

PROHIBITIONS

- JPC will not, subject to such amendments to the Act and Regulations and any exemptions as the Minister may promulgate from time to time, award contracts to Bidder(s) who are owned directly or indirectly by the following categories of persons:-
  - defined as an employee or public servant in the service of the state working for Local, Provincial and National Government; or
  - defined as an employee in the service of a government-owned entity including the municipal entities;
  - if the employee mentioned above is actively or inactively a director, manager or principal shareholder of the service provider concerned (refer to GN44 in GG 28411 of 18 January 2006 for the exemption);
  - is a member of the board of directors of a municipal entity within its area of jurisdiction (refer to GN44 in GG 28411 of 18 January 2006 for the exemption);
  - who is an advisor or consultant contracted to the JPC for the purposes of assisting the JPC with defining of requirements, drafting of specifications or evaluation of the Proposals.
- JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving as councillors for any municipality.
- JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving in National Assembly, Provincial Legislatures and National Council of Provinces.
- Failure by the above mentioned persons to comply with the above shall lead to cancellation of the contract.

CONSIDERATION OF PROPOSALS FROM CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE

- The JPC does not encourage awarding of contracts to close family members of employees in decision-making positions.
- The bidder must declare and state whether a spouse, child or parent of the bidder or of a director, manager or shareholder is in the service of the City of Johannesburg Municipality, the City of Joburg Property Company, or has been in the service of the state in the previous twelve months.

GENERAL ENQUIRIES

Only email enquiries will be accepted, such enquiries must be directed to tenders@jhbproperty.co.za

JPC STANDARD CONDITIONS OF APPOINTMENT (JPC MBD 15)

1. ***Appointment in Force and Authorised Signatories:*** This appointment is considered to have come into force immediately after all the necessary signatures have been appended.

2. ***Independent Contractor:*** The Service Provider is appointed as an independent contractor and no contract of agency and/or employment is created. Save as may be expressly authorised by JPC from time to time in writing, the Service Provider shall not hold itself out to be the agent of JPC and/or commit JPC to any contract or obligation of whatever nature.

3. ***Alterations***: Should circumstances arise which call for modifications of the appointment, these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.

4. ***Assignment:*** The Service Provider shall not without the prior written consent of JPC, cede or assign any of the benefits and obligations under this appointment.

5. ***Sub-Contracts:*** Any sub-contracts or modifications or termination thereof relating to the performance of the services by the Service Provider shall be made only with the prior written consent of JPC.

6. ***Compliance with Laws, By-laws and Ordinance:*** The Service Provider shall comply strictly with every applicable law, by-law and ordinance including every regulation, code of conduct or other directive to which the Service Provider may be subject in its professional capacity. In this regard, the Service Provider's particular attention is drawn to the requirements of the Occupational Health and Safety Act (OHSA) and its regulations as well as to the Financial Intelligence Centre Act (FICA).

7. ***Insurance:*** If applicable, the Service Provider shall at its own cost and expense maintain professional indemnity insurance and public liability insurance with an insurer approved of by JPC in an amount and for duration as specified in the letter of appointment to which these general conditions of appointment relate.

8. ***Postponement and Termination***: JPC may give written notice to the Service Provider at any time of its intention to abandon the services, in whole or in part, or to terminate this appointment. The effective termination date of this appointment shall not be less than fourteen (14) days after receipt of such notice, or such other shorter or longer periods as may be agreed between the parties.

   Upon receipt of such notice, the Service Provider shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum. Upon termination of the appointment the Service Provider shall deliver to JPC the originals of all documents in the possession of the Service Provider relating to and/or in connection with the appointment in both hard copy and (insofar applicable) electronic format.

9. ***Force Majeure:*** The Service Provider shall promptly notify JPC, in writing, of any situation or event arising from circumstances beyond its control and which he could not reasonably foresee, which makes it impossible for the Service Provider to carry out in whole or in part, his obligations under this appointment. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.

10. ***Claims for Default:*** Any claims for damages arising out of default and termination, shall be agreed between JPC and the Service Provider, or failing agreement, shall be referred to dispute resolution in accordance with clause 20.

11. ***Rights and Liabilities of Parties*****:** *Termination of this appointment for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.*

12. ***Confidentiality:*** The Service Provider shall maintain all information relating to the appointment in the strictest confidence.

13. ***Indemnity:*** The Service Provider indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the aforegoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the Service Provider to comply with its obligation in terms hereof.

14. ***Skill, Care and Diligence:*** The Service Provider shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the Service Provider to JPC is approved by JPC such approval shall not limit the professional liability of the Service Provider in respect thereof. The Service Provider shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.

15. ***Faithful Advisor:*** The Service Provider shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.

16. ***Indirect Payments:*** The remuneration of the Service Provider charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.

17. ***Royalties:*** The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.

18. ***Ownership of Equipment, Materials, Supplies and Facilities:*** Equipment, materials, supplies and facilities furnished to the Service Provider by JPC or purchased by the Service Provider with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Service Provider shall furnish to JPC, inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by JPC.

19. ***Copyright:*** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the Service Provider in the course and scope of its appointment shall be and remain vested in JPC for which purpose the Service Provider cedes to JPC all such copyright.

20. ***Dispute Resolution*:**

a) Any dispute arising between the Parties in respect of this appointment shall in the first instance be referred in writing to the senior executives of the Parties by either Party for resolution. The senior executives of the Parties shall meet within five (5) business days after receiving the aforesaid written referral and shall use their best endeavours to resolve the dispute within the time foregoing.

b) If the senior executives fails to meet within five (5) business days after a dispute has been referred to them or fail to resolve the dispute within the time in paragraph (a) above, then either Party shall be entitled to immediately institute legal proceedings from a competent court.

c) Notwithstanding anything to the contrary contained in this paragraph 20, any party shall be entitled to approach a competent court for an appropriate relief.

21. ***Sequestration or Surrender of Service Provider's Estate***

In the event of an order being made for the sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making application for the surrender of his estate, or if he shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of his creditors, or purport to do so, or if the Service Provider, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to determine the contract without payment of any compensation to the Service Provider, and without prejudice to the right of the Council to sue the Service Provider for any damages sustained by it in consequence of one or other of the aforementioned events.

CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI) (JPC MBD 16)

This section sets out how personal information will be collected, used and protected by the City of Joburg Property Company SOC Ltd (hereinafter referred to as "JPC"), as required by the Protection of Personal Information Act.

The use of the words "the individual" for the purposes of this document shall be a reference to any person, with reference to the bidder and its directors/shareholders/personnel, communicating with JPC and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that JPC may require relates to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

JPC is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting initiatives to the City of Johannesburg Metropolitan Municipality;
- reporting all contracts awarded to National Treasury;
- obtaining information related to Tax Compliance information from SARS;
- verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communication in respect of the tender/quotation submitted;
- complying with the law; and/or
- for a purpose that is ancillary to the above.
- for the evaluation and adjudication of Quotations, Request for Proposals and Panel of service providers
- posting all awards for Request for Proposals and Panel on the JPC website

Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will JPC process personal information?

JPC will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual
- through the documents submitted with the tender/quotation;
- from service providers who provided services or goods to JPC;
- from JPC's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information), where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for.

In the event of another party/ies acquiring all of or a portion of JPC's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

In respect of Request for Proposals and Panel to the Bid Evaluation and Adjudication Committee members

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to JPC to process the personal information provided for the purpose stated:

- I understand that withholding of or failure to disclose personal information will result in JPC being unable to perform its functions and/or any services or benefits I may require from JPC.
- Where I shared personal information of individuals other than myself with JPC I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold JPC not responsible and harmless in respect of any claims by any other person on whose behalf I have consented, against JPC should they claim that I was not so authorised.
- I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold JPC responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JPC with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JPC agrees to same in writing. JPC specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the JPC Information Officer/SCM
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JPC so that our records may be updated. JPC will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JPC may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose.

Please note however, that any request in this regard may be declined if:

- the information comes under legal privilege in the course of litigation,
- the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
- giving access may cause a third party to refuse to provide similar information to JPC,
- the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- the information as it is disclosed may result in the disclosure of another person's information,
- the information contains an opinion about another person and that person has not consented, and/or
- the disclosure is prohibited by law.

7. Queries relating to breach of personal information:

Please submit queries relating to the breach of personal information to the JPC's information officer and SCM in writing as soon as the breach is discovered.

Signature:	Date**:**

REGISTRATION DOCUMENTS (JPC MBD 17)

THE FOLLOWING DOCUMENTS MUST BE ATTACHED HEREAFTER (AS MBD) AS PROOF OF REGISTRATION:

- *Natural persons, Sole proprietors and JVs of these – copy of ID document/passport*
- *Schools – copy of Provincial School registration certificate*
- *Partnership -copy of partnership agreement plus IDs of all partners*
- *Closed Corporation - Copy of CK1 and/or CK2/COR 20.1 and members agreement*
- *Company – current CM29/COR 20.1*
- *Trust – letter of appointment from the Master of the High Court of SA and deed of trust*
- *Joint Venture/Consortium – JV/Consortium agreement plus ID documents/ company Registration document of all members of JV/Consortium*

BIDDER'S COMPANY PROFILE (JPC MBD 18)

POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 19)

PROOF OF UP TO DATE MUNICIPAL ACCOUNT / AFFIDAVIT / PROOF OF ARRANGEMENTS TO SETTLE ARREARS (JPC MBD 20)

JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 21)

JPC ANNEXURE A:

PERSONNEL AVAILABILITY AND CONSENT DECLARATION

Tender Number _____

Bidding Company Name _____

DECLARATION BY PROPOSED PERSONNEL

Full Name _____

ID / Passport Number _____

Professional Registration No. _____

Position / Role on Project _____

CONFIRMATION AND DECLARATION

1. I have been informed of my inclusion in the above-mentioned tender submission.
2. I consent to the use of my curriculum vitae, qualifications, certifications, and supporting documents for purposes of this tender.
3. I confirm that the information contained in my CV and supporting documents is true and correct.
4. I confirm that I am available and willing to participate in the project should the tender be awarded.
5. I understand that any misrepresentation may result in disqualification of the tender or other corrective action.

PERSONNEL DETAILS

Contact Number _____

Email Address _____

SIGNATURE DETAILS

Place _____

Date _____

Proposed Personnel Signature _____