KZNERA

KWAZULU-NATAL ECONOMIC REGULATORY AUTHORITY

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## TERMS OF REFERENCE

## APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF AN EMPLOYEE WELLNESS PROGRAMME TO THE KWAZULU- NATAL ECONOMIC REGULATORY AUTHORITY

## 1. BACKGROUND

1.1. The KwaZulu-Natal Economic Regulatory Authority ("KZNERA") is a public entity established by statute, it streamlines service delivery and fosters economic growth in KwaZulu-Natal by overseeing the Province's Liquor, Gaming and Betting in the public interest.

1.2. The entity has head offices located in Pietermaritzburg and Durban, as well as nine (09) District offices throughout the province, and has one hundred and sixty (160) employees in its employ.

1.3. The KZNERA seeks to engage a suitably qualified service provider to provide an Employee's Wellness Programme (EWP) for its employees for a period of thirty-six (36) months.

## 2. SCOPE

The service provider undertakes to ensure that the EWP is aligned with KZNERA business strategy as well as provide an effective support structure to all employees and managers by committing to the following deliverables.

2.1. Core Employee Assistance Program (EAP) - To ensure that all eligible employees, and their beneficiaries are able to access support via telephone, online services or in person, for a wide range of personal and work-related problems on a 24/7 basis, which includes:

2.1.1. Psychosocial Counselling;
2.1.2. Management Consulting and advisory support;
2.1.3. Critical Incident Stress Management;
2.1.4. Financial Wellness Consulting;
2.1.5. Legal Services Consulting;
2.1.6. Health and Wellness Information;
2.1.7. Tele-health access, webinars and online counselling services (e.g. mental health, financial distress, stress management counselling sessions).
2.1.8. Provision of a Mobile Application to access services.
2.1.9. Consultation: The service provider:

- ✓ Shall work with key role players within the entity to plan and implement all strategies and actions relating to an effective EWP.
- ✓ Shall play an active role in managing the EWP, advising on proactive health strategies and continuously evaluating the effectiveness and relevance of the EWP and making recommendations for enhancements and integration of the health support needs and services of the entity during the duration of the contract.
- ✓ Shall plan to meet with the entity's coordinator monthly or as and when required, via teams, to discuss the various aspects of the programme, delivery and feedback.

2.1.10. Referral Access to EWP - The service provider shall support:

- ✓ Manager referrals of staff to the EWP as and when required;
- ✓ Self-referrals by staff to the EWP as and when required.
- ✓ Referrals of employee's beneficiaries to EWP.

2.2. Wellness Promotion and Communication

2.2.1. Wellness Awareness Campaigns

- ✓ The service provider shall provide Communication on Monthly Wellness themes.
- ✓ The service provider shall provide Digital Communication, in a form of Posters, and newsletters etc.
- ✓ The service provider shall provide links to webinars and short educational videos.

- ✓ The service provider shall provide health risk awareness and lifestyle education.

2.2.2. Communication on Monthly Wellness theme

- ✓ The service provider shall undertake to ensure that all staff members are informed about the benefits and or monthly wellness activities of the EWP as well as the channels for accessing the service.
- ✓ The service provider shall ensure that the employees and managers are orientated about the services annually.

2.3. Onsite Events

2.3.1. Wellness day - The service provider shall participate in the planning and execution of the KZNERA Wellness Day (one (1) day per annum) and shall provide professional support and guidance. The service provider shall provide a minimum of three (3) fitness activities and three (3) team-building activities, which may include the following (subject to amendment by KZNERA):

2.3.1.1. Fitness Activities:

- ✓ Smoothie Bikes (minimum of two (2) bikes for approximately 160 staff);
- ✓ Zumba session (qualified instructor for a minimum of two (2) hours);
- ✓ Gladiator inflatable activity.

2.3.1.2. Team Building Activities:

- ✓ Mechanical Bull;
- ✓ Obstacle course;
- ✓ Best and Worst
- ✓ Human Knot

2.3.2. Sports day - The service provider shall participate in the planning and execution of the KZNERA Sports Day (one (1) day per annum) and shall provide professional support and guidance. The service provider shall provide a minimum of three (3) fitness activities and three (3) team-building activities, which may include the following (subject to amendment by KZNERA):

2.3.2.1. Fitness Activities:

- ✓ Smoothie Bikes (minimum of two (2) bikes for approximately 160 staff);
- ✓ Zumba/Aerobics session (qualified instructor for a minimum of two (2) hours);
- ✓ Pop-the-balloon activity.

2.3.2.2. Team Building Activities:

- ✓ Human Knot;
- ✓ Scavenger Hunt;
- ✓ Drone Control
- ✓ Escape the blizzard
- ✓ Group Order

2.3.3. Hiring Services (Applicable to Both Events per annum) - The service provider shall supply, following items for both the Wellness Day and the Sports Day:

- ✓ Sound system – PA system, mics and speakers for the event.
- ✓ Disk Jockey (DJ) Services – A DJ to be provided for 5 hours.

2.3.4. Emergency Medical Services

- ✓ EMRS services (Ambulance) must be provided on the KZNERA Wellness and Sports days.

2.4. Reporting

2.4.1. The service provider shall provide management with information and reports that will support manager's decision making to optimise the impact of the EWP.

2.4.2. The service provider will be required to provide and deliver on the tasks that are mentioned above and to provide monthly, quarterly and an annual report to the entity.

2.4.3. It is expected that the service provider will appoint a project manager that will be responsible for the reporting and communication requirements of the project.

## 3. DURATION OF THE CONTRACT

3.1. The duration of the contract shall run over a period of thirty-six (36) months starting after the signing of the SLA with the Entity.

## 4. REQUIREMENTS

4.1. Valid Registration with a recognised Professional Body, Employee Assistance Professionals Association of South Africa (EAPA-SA) or Health Professional Council of South Africa (HPCSA). Compulsory, if not submitted quotation will be disqualified.

4.2. A reference letter/letters must be submitted detailing similar work done for other organisations; reference letters of similar services provided in the past five years. The reference letters to be on the supplier's letter head and must be dated and signed.

4.3. Proposal must detail Methodology and Approach on implementing this project.

## 5. PRICING INSTRUCTIONS

5.1. A detailed price schedule must be provided; however, bidders must ensure that the pricing table below is completed, indicating how much the service provider charges per person.

5.2. Prices must include all professional fees, travel, accommodation, administration, equipment, materials, communication costs and all other disbursements.

5.3. KZNERA will not accept any additional claims.

5.4. Prices must include VAT where applicable.

5.5. Annual price adjustments, where applicable, must be clearly indicated.

5.6. Failure to price all items may render the quotation non-responsive.

**PRICING TABLE**

| Item | Description | Unit | Unit Rate | Year 1 | Year 2 | Year 3 | Total (Excluding Vat) |
|---|---|---|---|---|---|---|---|
| **1** | Employee Assistance Programme (24/7 Support) | Per employee per month (160 employees | | | | | |
| **2** | Monthly Wellness Communication and Awareness Campaigns | Per month | | | | | |
| **3** | Monthly Project Management and Consultation Meetings | Per month | | | | | |
| **4** | Wellness Day Event | Per Event | | | | | |
| **5** | Sports Day Event | Per Event | | | | | |
| | **Subtotal** | | | | | | |
| | **VAT** | | | | | | |
| | **GRAND TOTAL** | | | | | | |

## 6. EVALUATION

6.1. Proposals will be evaluated on the following basis:

6.1.1. Initial screening to ensure all requirements and scope as listed above have been met including CSD and SBD compliance.

- ✓ Bidders must submit all the mandatory information required as per section 4 of the TOR.
- ✓ Bidders must quote for all items as per section 2 above.
- ✓ Bidders must be fully CSD complaint.
- ✓ All SBD forms must be completed in full and signed.
- ✓ Bidders that fail to meet the initial screening will not proceed to functionality assessment.

6.1.2. Functionality assessment according to criteria listed below.

- ✓ Bidders that fail to meet the minimum threshold will not proceed to price and preference evaluation.

6.1.3. Price and preference evaluation on the 80/20 points system.

## 7. FUNCTIONALITY CRITERIA

7.1. All proposals received will be evaluated against the following criteria:

| Criteria | Points |
|---|---|
| Service provider to provide a detailed proposal outlining their proposed methodologies/strategies and deliverables.<br>✓ Unsatisfactory (0 points)<br>✓ Satisfactory (10 points)<br>✓ Excellent (20 points) | 20 |
| Service providers must provide evidence of having provided similar services to other organisations. Reference letters must be submitted of the similar services provided in the past five years. The reference letters to be on the supplier's letter head and must be dated and signed.<br>✓ No Reference letter provided (0 points)<br>✓ One (1) reference letter provided (10 points)<br>✓ Two (2) reference letters provided (20 points)<br>✓ Three (3) reference letters or more provided (30 points) | 30 |
| **Total** | **50** |

7.2. Service providers must score 70% or above to proceed to the next stage of evaluation based on the 80/20 principle. Proposals that do not meet the threshold will be deemed non-responsive and disqualified

7.3. The following preference point systems will be applicable to this request for quotation:
- ✓ 80 points for Price; and
- ✓ 20 points for Specific Goals.

7.4. KZNERA reserves the right not to accept any proposal and/or any proposal with the lowest price.

## 8. SPECIAL CONDITIONS OF THIS RFQ

8.1. This bid and all contracts emanating there from will be subject to the general conditions of contract issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

8.2. The special conditions of contract are supplementary to that of the general conditions of contract.

8.3. Where, however, the special conditions of contract are in conflict with the general conditions of contract, the special conditions of contract prevail.

8.4. The period of the contract will be for a period of thirty-six (36) months.

8.5. Any extension shall be subject to satisfactory performance, budget availability, and approval in terms of applicable SCM legislation.

8.6. In the event that it is found that the service is not satisfactory, the KZNERA reserves the right to cancel the contract.

8.7. The rates quoted are to remain firm over the duration of the contract. Any and all rate changes (including annual adjustments) must be approved by the KZNERA prior to implementation.

8.8. Payment for work on any assignment will only be made when the KZNERA is satisfied with the standard of output delivered by the service provider.

8.9. The KZNERA reserves the right to reject any proposal found to be inadequate or non-compliant to the TOR.

8.10. The bidder may not intend to assign, in whole or in part, any of its obligations to perform in terms of

the contract to any third party, unless the KZNERA has prior to the assignment, consented in writing to the assignment.

8.11. The KZNERA reserves the right to cancel the contract before the contract end date, should a bid process be finalized for similar services.

## 9. RETURNABLES:

The following information must be returned with the proposal:

9.1. Quotations must be submitted in the company letterhead.

9.2. Detailed proposal outlining detailed proposal outlining experience in similar projects, wellness offerings. proposed methodologies/strategies and deliverables.

9.3. Service providers must provide evidence of having provided similar services to other organisations. Reference letter/s must be submitted on suppliers' letterhead.

9.4. Service provider must provide proof of registration on CSD.

9.5. Copy of a valid BEE Certificate or Sworn affidavit.

9.6. Completed and signed/initialled SBD forms and General Condition of Contract.

9.7. Completed pricing schedule and full duration of the contract including annual price adjustments, if applicable.

## 10. ENQUIRIES

10.1. SCM enquiries may be directed to Faheem Mahomed/ Nonhlanhla Blose, on emails faheem.mahomed@kznera.org.za / nonhlanhla.blose@kznera.org.za

10.2. Technical enquiries may be directed to Siyabonga Masikane on Email Siyabonga.Masikane@kznera.org.za.

## 11. BID CLOSING AND SUBMISSION

11.1. It is the bidder’s responsibility to ensure their bid documents are e-mailed before closing date and time.

11.2. Please note that all bids must be submitted to era-quotes@kznera.org.za before closing date and time.