



science & innovation

Department:  
Science and Innovation  
REPUBLIC OF SOUTH AFRICA

(“The DSI”)

## TERMS OF REFERENCE

# EMPLOYEE HEALTH AND WELLNESS PROGRAMME FOR THE PERIOD OF 3 YEARS

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**N.B. : *By providing us with your Personal Information, you consent to the DSI processing your Personal Information, which the DSI undertakes to process strictly in accordance with the POPIA***

## 1. BACKGROUND

According to the Public Service Regulations, Departments are required to offer Programmes that promote the health and well-being of employees. In line with this requirement, the Department would like to secure a contract with a service provider to provide Employee Health and Wellness Programme (EH&WP) services for three years. This Programme is aimed at addressing issues of employee health and wellness in the workplace. Currently, the Department of Science and Innovation (DSI) is contracting the services of an external service provider to offer the Employee Health and Wellness Programme. Employees have adequately used the services offered in the last two years.

The 2022/23 and 2023/24 annual reports indicate as follows:

Engagement Contributor	April 2022 – March 2023		April 2023 – August 2023	
	No. of Cases/ Participants	Actual Utilisation Rate	No. of Cases/ Participants	Actual Utilisation Rate
	402 (Employees & Interns)		425 (Employees & Interns)	
Wellness Utilisation (Individual Cases)	87	21.6%	31	7.3%
Group Trauma Participants	2	0.5%	0	0%

The utilisation is above the benchmark when compared to the government sector. The utilisation is a significant indicator in terms of employee's need to be supported when facing psychological challenges. The DSI utilisation benchmark is as follows:

Benchmark	No. of Cases	Actual Utilisation Rate
DSI Apr 2022 - Mar 2023	87	21.6%
DSI Apr 2023 – Aug 2023	31	7.3%
Government Sector Apr 2022 - Mar 2023	6.5%	

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## **2. PROBLEM STATEMENT**

Employees may from time-to-time experience personal and work-related challenges that impact their performance. An EH&WP provides a system within which personal and work-related challenges can be addressed in an effective and consistent manner to manage employee's health and occupational risks. The programme serves to promote a culture of wellness within the DSI and provides a resource for management support in addressing performance challenges resulting from personal issues.

## **3. PURPOSE AND OBJECTIVE**

The purpose of this programme is to support the department's performance objectives by contributing to the health and wellness of its employees.

## **4. THE SCOPE OF THE PROJECT**

The service provider is required to provide Employee Health and Wellness Programme (EH&WP) services to employees and their immediate family members (Immediate family members refers to a spouse or registered life partner, the employee's children and any additional person living in the same household and financially dependent on the employee). The service is provided to permanent, contract and temporary workers. Currently, the department has 392 employees, and the overall annual utilisation rate of the wellness services is 21.6%.

The service should be accessible to employees based in Pretoria (various offices), Cape Town, and to those who travel outside the country. The Department furthermore has Science and Innovation representatives based internationally, who should also be able to access the services. The service should include the following programmes:

- Employee Wellness Programme Service;

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- Executive Wellness Programme.

#### **4.1 Deliverables and Payment Schedules**

The service provider is expected to design, implement and manage the EH&WP with the following deliverables:

##### **4.1.1 Employee Wellness Programme Service**

- a) To develop marketing material according to the needs of the department and implement a communication strategy for employees, management, supervisors and the unions in the form of:
  - i. Awareness programmes such as orientation sessions for employees and management.
  - ii. Email, internet access, pamphlets, brochures, leaflets, and posters monthly digital and the service provider must provide dual-branded marketing material to the department, which will be utilized as a part of the marketing and communication strategy and adhere to DSI colours.
  - iii. Dual branded packs wallet cards and magnets alternating annually in the 3 years, both logos should be visible on the cards.
- b) Develop a suitable counseling referral system that will be accessible for all employees in terms of race, culture, religion, gender, and disability.
- c) Provide a professional face-to-face counseling service.
- d) Develop and strengthen a working relationship with external social support structures such as NGOs, medical aid companies etc.
- e) The service is required to provide a professional 24/7/365-hour call center, virtual, sign language, or online counseling services conducted by qualified clinical and or/counseling psychologists and or social workers with counseling experience.
- f) The service provider shall be required to adopt the toll-free number allocated to the Department of Science and Innovation when the contract

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comes into operation and will release the toll-free number at the end of the contract.

- g) E-care services, Life management services which includes legal, financial and family care support services.
- h) Provide counseling services to employees and their family members that are travelling or placed abroad.
- i) Conduct trauma debriefing sessions as per need and cost when utilised.
- j) The service provider shall provide signed monthly, quarterly, and annual reports on client usage and organizational health trends including recommendations on interventions to improve the health and well-being of DSI employees within 7 working days from the end of the month, quarterly or year to which the reports relate.

#### 4.1.2 Executive Wellness Programme

- a) The service provider is required to provide a comprehensive Executive Wellness Programme. The programme should assist executives in managing their health and wellness in the context of their work and lifestyle demands.
- b) The service is provided for 50 DSI Senior managers Service (SMS) annually. The executive services will only be costed as and when the service is utilised by managers and executives. The service provider is expected to market, design, implement and manage the Executive Wellness Programme with the following deliverables;
  - i. Outline a clear pre-booking consultation methodology.
  - ii. Provide comprehensive manager and Executive Medical Assessments, and Support which include Health and Wellness Assessments, work/life management, and coaching. The pathology tests should be included in the cost of this service.

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- iii. Conduct mental health assessments to determine the emotional and mental state, level of resilience and capacity to respond to stressful situations. (This service is optional for managers/ executives).
- iv. Provide individual medical reports to executives incorporating health challenges, recommendations, and management plan.
- v. Provide monthly statistics on attendance of the assessments.
- vi. Provide bi-annual generic reports on the utilisation of at least 10 senior managers assessed focusing on trends, findings, and recommendations.
- vii. The service provider is expected to present the annual reports to executives.

4.1.3 The service provider is expected to partner with the department in monitoring the implementation of the service and this includes:

- i. Holding monthly monitoring meetings with the Special Programmes Directorate.
- ii. Attend and present reports in the Occupational Health, Wellness and Safety (OHWS) Committee meetings which serves as an advisory body for the implementation of the EHWP.
- iii. Provide reports as stipulated in section 6.2 table below.
  - The service provider shall provide signed monthly, quarterly and annual reports to the EHWP team with a comprehensive, accurate analysis and interpretation of the trends and problem profiles and possible intervention within 7 days working days from the end of the month, quarterly, or year to which the report relates.

## 4.2 Project Plan and Resource Plan (if applicable)

Not applicable.

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## 5. BUDGET

- 5.1 A project budget, outlining a scheduled costs associated with the proposed project should be included. Or
- 5.2 All monetary values quoted must be in South African Rand and must include Value Added Tax (VAT).
- 5.3 The service provider must ensure that the price is fixed for the entire 36 months period.
- 5.4 Pricing Schedule

Description of Service		QTY Per year	Total cost year 1	Total Cost year 2	Total cost year 3	Total cost 3 years
1	Communication and Marketing material and services for programmes	Monthly engagement				
2	Employee Wellness Programme Services	392 employees				
3	Executive Wellness Programme (As and when required)	50 SMS				
4	Reporting	19 reports				
Total						
Total (Inclusive of VAT)						

## 6. DURATION, TIMEFRAMES AND FORMAL CONTRACT

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6.1 The project is expected to be completed within a period of 3 years from the date of signature of the contract and will be initiated by a meeting between the service provider and the DSI Special Programmes Directorate.

6.2 The following table indicates the timeframes:

<b>Reporting requirements</b>	<b>Target date</b>
Inception meeting	End of 1 <sup>st</sup> week of the signing of the contract
Compile statistics on the number of clients assisted and types of issues dealt with.	Monthly
Attend OHWS committee meetings, submit the report a week before the meeting and present the report on challenges and recommend solutions	Quarterly respective
Submit executive wellness programme generic reports	Bi-annually
Provide 3 comprehensive reports for all services provided.	Annually

6.3 This bid and all contracts will be subjected to the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

## **7. PROJECT MANAGEMENT**

7.1 The service provider will be expected to submit an electronic progress report as stipulated in 6. above.

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7.2 A minimum of four progress report meetings annually will be convened between the DSI project management team, OHWS Committee and the service provider for progress reporting.

## 8. BRIEFING SESSION (if applicable)

An information session will be held on 19 March 2024 on an online platform, from 10:00 – 12:00. Prospective providers are therefore required to attend the session to get clarity on department’s specifications. Bidders interested in attending the proposed briefing session must notify DSI Supply Chain Management via e-mail prior to 18 March 2024 ([tenders@dst.gov.za](mailto:tenders@dst.gov.za)).

## 9. SCREENING FOR COMPLIANCE

During this phase, a short list will be established and the shortlisted service providers will be evaluated further on functionality. **Service providers must meet all the below requirement to proceed further to functional evaluation; failure to submit the following will result in disqualification:**

- 9.1 Service provider is required to be registered on the Central Supplier Database (CSD) held by National Treasury.
- 9.2 Completed and signed Standard Bidding Document (SBD) forms.
- 9.3 Service provider’s acceptance of terms of reference, (ToR) by placing service provider’s initials on each page.
- 9.4 Service provider’s acceptance of terms and conditions of the bid, by placing service provider’s initials on each page of the General Conditions of Contract (GCC).
- 9.5 Submit a certified B-BBEE certificate or Sworn Affidavit.
- 9.6 **Latest Company registration documents (CIPC) with detailed particulars of ownership, failure to submit will not invalid your proposal but will score 0 points for strategic goals.**

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- 9.7 Submit sample examples of their EHWP monthly, quarterly, annual reports as well as executive wellness reports for individual assessments.
- 9.8 Attach proven experience by providing a list of current and past contracts during the past 5 years which are relevant to the required service in the bid specifications, according to the template in Part A: Client Base. Only the relevant experience shall be considered for bid evaluation purposes. Reference screening will be undertaken to confirm the validity of referees provided. Provide at least three (3) contactable reference letters corresponding to the list of contacts.
- 9.9 Attach a detailed company profile, which clearly spells out the relevant experience (including year which company started to operate), knowledge and accreditation of the company as well as directorship.
- 9.10 CV of key staff (Counselors, Medical Practitioners, Psychologist, Social workers, Dietitian, Financial and Legal Advisors, etc.) to be deployed into the project, with statement that clearly outlines the nature of expertise offered, experience and references. Attach original certified copies of qualifications of staff to their CV's.
- 9.11 Provide detailed information on how your services will benefit the Department.
- 9.12 The CV of the account manager to be deployed to the project should have a minimum of 5 years' experience in EH&WP and a qualification in the health or social sciences. When they are replaced, it must be with a person with similar experience and qualifications.
- 9.13 Proof of insurance cover.
- 9.14 Submit an electronic version 1USB and 1hard copy

## **10. EVALUATION PROCESS**

- 10.1 The evaluation process will comprise of the following phases:
  - Phase 1: Functional Evaluation;
  - Phase 2: Compulsory Site Visit and Presentation;
  - Phase 3: Price and Specific Goals Evaluation

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The following rating values for evaluation will be used:

- a. Each panel member will rate each individual criterion on the score sheets as indicated for each phase, using the following scale:

Value	Description
5 – Excellent	Exceeds the functionality requirements
4 – Very Good	Above average compliance to the requirements
3 – Good	Satisfactory and meets the requirements
2 – Average	Partial compliance to the requirements
1 – Poor	Unacceptable, does not meet set criteria

- b. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- c. The scores will be converted to a percentage and **ONLY** service providers that have met or exceeded the minimum threshold for a phase will be evaluated in terms of the next phase.
- d. Service providers must, as part of their bid documents, submit supporting documentation for all technical requirements. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- e. Service providers will not rate themselves, but need to ensure that all information is supplied as required. The DSI panel members will evaluate and score all responsive bids and will verify all documents submitted by the service providers.

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## 10.2 Phase 2: Functionality Evaluation

10.2.1 Service providers' responses will be evaluated for functionality in this stage, based on achieving a minimum score of sixty percent (60%).

10.2.2 The DSI panel members will individually evaluate the responses received against the following criteria as set out below:

<b>PHASE 2: PROPOSAL EVALUATION</b>					
<b>Rating:</b> 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent					
<b>CRITERIA</b>					<b>WEIGHTS</b>
<b>1. Expertise of the organisation in EH&amp;WP (Submit recommendation letters for work that was carried out in the past 10 years, preferably)</b>					
1 recommendati on letter from an organization where similar services were implemented.	2 recommendati on letters from organizations where similar services were implemented.	3 recommendatio n letters from organizations where similar services were implemented.	4 recommendatio n letters from organizations where similar services were implemented.	5 + recommendatio n letters from organizations where similar services were implemented.	20
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>2. Culturally diverse counselling team (including psychologists, social workers and counselors) with a national foot print (offices)</b>					
Caters for only 2 languages in 1-2 provinces, including Gauteng and Western Cape	50% of the languages with foot print (offices) in 2-3 provinces, including Gauteng and Western Cape	All languages with foot print (offices) in 3 -5 provinces, including Gauteng and Western Cape	All languages with foot print (offices) in 6 -8 provinces, including Gauteng and Western Cape	All languages with foot print (offices) in 9 provinces	20
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>3. Comprehensive and responsive proposal outlining in detail all the services required in the ToR, as indicated in Section 4.</b>					
Proposal does not outline services to be rendered which are	Proposal outlines only one of the services.	Proposal outlines all services, which are employee wellness	Proposal outlines all services which are employee wellness	Proposal outlines all the services which are employee wellness	30

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employee wellness programmes services and executive wellness programme,		programme services, and executive wellness programme.	programme services, and executive wellness programme, in detail. Also includes the approach followed in delivering one of the services	programme services, and executive wellness programme, in detail. Also includes the approach followed in delivering all services.	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>4. Account Manager's qualification and experience in managing the comprehensive EHWP services account (Updated CV with at least 3 traceable references).</b>					10
Less than 1 year	1 – 4 years	5 – 7 years	8 – 11 years	12 and above	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>5. Professional team of specialists with qualifications and valid professional registrations consisting of the following categories (medical doctors, financial advisors, legal advisors, dieticians, biokineticists, reflexologists/ relaxation techniques practitioners)</b>					10
Have only 1 of the following Specialists: medical doctors financial advisors, legal advisors, biokinetics, reflexologists/ relaxation techniques practitioners)	Have 2 -4 of the following Specialists: medical doctors financial advisors, legal advisors, biokineticists, reflexologists/ relaxation techniques practitioners)	Have the following team of specialists: Medical doctors, financial advisors, legal advisors, biokineticists, reflexologists,	All specialists in 3 and any other medical professional advising on mental health issues	All specialists in 4 and any other additional specialist covering various aspects of executive wellness	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>6. Reports: Assess sample reports in terms of comprehensiveness of the reports for executive wellness, and employee wellness service (i.e. medical history of client, outline of findings, utilisation rate, psychological issues addressed, recommendations)</b>					10
Poor Reports only provides the current wellness status of a	Average Report provides the current wellness status and	Good Report provides the current wellness status, medical history, psychological	Very Good Report provides the current wellness status and medical history,	Excellent Report provides the current wellness status and medical history,	
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	client	medical history of a client	issues, health trends of clients with recommendations	psychological issues, health trends of a client, outlines key findings and recommendations.	psychological issues, health trends of executives, outlines the key findings and innovation recommendations to address findings.	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>TOTAL SCORE</b>						<b>100</b>
<b>MINIMUM THRESHOLD SCORE</b>						<b>60</b>

10.2.3 Any proposal not meeting a minimum score of 60 percent on functional proposal will be disqualified and will not be considered for the next Phase.

### 10.3 Phase 3: Compulsory Site Visit and Presentation

10.3.1 Only service providers who scored 60 and above on functionality during the proposal evaluation (Phase 2), will be subjected to this phase of evaluation. Service providers are expected to score a minimum of 60 point and above in this phase of evaluation to be considered for the next phase.

10.3.2 Presentation: The short-listed bidders shall be expected to provide a compulsory presentation to the DSI team to clarify issues or questions that might arise during evaluation. Each presentation shall be for 30 minutes and shall not be scored but will be used to recommending a service provider.

10.3.3 Site Visit: The short-listed service providers shall be expected to provide access onto their premises for the DSI team in order, among other things, to see the environment and the facilities of their business, and if it's in line with the Terms of Reference, as well as to clarify issues or questions that might arise during the previous evaluation. Site visit must include 30 min presentation and discussion session and shall be scored.

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10.3.4 The DSI panel members will individually evaluate and score short-listed bids using the following criteria:

<b>PHASE 3: SITE VISIT</b>																	
<b>Rating:</b> 1 = Poor    2 = Average    3 = Good    4 = Very good    5 = Excellent																	
<b>CRITERIA</b>						<b>WEIGHTS</b>											
<b>1. <u>Call Centre Infrastructure</u></b> a) Call centre technology b) Data storage						35											
Poor None of the 2 is available	Average Only 1 of the above is available	Good It covers all 2 of the above	Very Good It covers all 2 of the above with additional external support to mitigate risks	Excellent It covers all 2 of the above with strategies to mitigate any disaster													
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>													
<b>2. <u>Call Centre Infrastructure</u></b> Number of professionals handling calls at a time																	
Poor None of the above is available	Average Only 1 professional available	Good 5 professionals available	Very Good There are 5 and more professionals available and those dedicated for managerial consultancy services	Excellent There are 10 and more professionals available and those dedicated for managerial consultancy services		30											
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>													
<b>3. <u>Executive wellness facility</u></b> a) Catering option b) Assessment room(s) c) Assessment equipment d) Bathroom and toilets facility e) Assessment of laboratories f) Neatness of facility and waiting area							35										
Poor No facilities	Average Only half of the required	Good All facilities in place	Very Good All the facilities in place and the	Excellent All the facilities in place and a detailed													
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		facilities in place		methodology of how the service is rendered.	methodology of how the service is rendered.	
	1	2	3	4	5	
<b>TOTAL SCORE</b>						<b>100</b>
<b>MINIMUM THRESHOLD SCORE</b>						<b>60</b>

10.3.5 Any proposal not meeting the minimum threshold of 60 percent, for their presentation will not be considered for the next phase.

#### 10.4 Phase 4: Price and Specific Goals Evaluation

Price inclusive of VAT will be evaluated as indicated below.

a) In terms of regulation 4 of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the DSI on the 80/20 preference point system in terms of which points are awarded to service providers on the basis of:

- The bid price (maximum 80 points)
- Specific Goals mentioned below in Table1 (maximum 20 points)

Service providers can only claim specific goal credentials, by providing a detailed company ownership certificate.

b) The following formula will be used to calculate the points for price in respect of service providers with a rand value equal to or above R30 000.00 up to R50 000 000.00:

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$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration;

$P_{\min}$  = Price of lowest acceptable tender.

- c) A maximum of 20 points will be awarded to a tenderer for the specific goal (at least 51% ownership) specified for the tender, as per the table below:

Table 1 – Specific goals

The specific goals allocated points in terms of this tender:	Number of points allocated (80/20 system)
EMEs and QSEs	10
Companies owned by black people	10
Companies owned by women	
Companies owned by youth	
Companies owned by people with disabilities	

- i. A bidder must submit proof of its Specific goals' status.
- ii. Bidder to claim points if their specific goal(s) ownership is at least 51 %.
- iii. A bidder failing to submit proof of Specific goals' status or failing to meet the Specific goals, may not be disqualified, but (a) may only score points out of 80 for price; and (b) score 0 points out of 20 for Specific goals.

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- iv. The points scored by a bidder for Specific goals in accordance with the preceding paragraphs 6.4(c) must be added to the points scored for price under paragraph 6.4(b).
- v. The points scored must be rounded off to the nearest two decimal places.
- vi. If the price offered by a tenderer scoring the highest points is not market-related, the Department may not award the bid to that tenderer.
  - The Department may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
  - If the tenderer does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender.
  - If the tenderer scoring the second highest points does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
  - If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.
- vii. In the event that two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals. (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
- viii. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**11. AWARDING OF THE BID**

**11.1 The Department of Science and Innovation (DSI) reserves the right to award the bid in whole to one service provider.**

11.2 The service provider will have to be Compliant with tax matters as per CSD or e-

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11.3 The service provider will have to sign a Non-Disclosure Agreement, as the work done will be confidential.

11.4 All staff members to be appointed by the service provider will require a positive security clearance from the security agencies of the State.

11.5 The DSI and the service provider will enter into a service level agreement (SLA).

11.5.1 The SLA will be signed with a representative of the appointed service provider.

11.5.2 The agreed timelines, performance indicators and budget will form part of the SLA.

11.5.3 The original Terms of Reference and agreed amendments will be an annexure to the SLA.

11.5.4 The DSI will make payment as per the signed SLA.

11.6 The Service Provider must:

11.6.1 Conduct business in a courteous and professional manner.

11.6.2 Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc. DSI shall monitor compliance for the duration of the contract and implement penalties for non-compliance, e.g. payment of cleaners in line with the relevant Sectoral Determination including payment for overtime work.

11.6.3 Manage the internal disputes among his/her staff in such a way that DSI is not affected by those disputes.

11.6.4 Ensure that all staff working under this contract is in good health.

11.6.5 Comply with DSI policies, procedures and regulations.

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- 11.6.6 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to DSI. DSI reserves the right to order the immediate removal of a staff member who is poorly performing.
- 11.6.7 Ensure that DSI is informed of any removal and replacement of staff. For security reasons, DSI reserves the right to vet all persons working under this contract.
- 11.7 DSI shall:
  - 11.7.1 Manage the contract in a professional manner.
  - 11.7.2 Provide appropriate information as and when required and only institutions where it is required by the service provider to fulfill their duties.
  - 11.7.3 Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
  - 11.7.4 Not tolerate any unfair labour practices between service provider and their staff that happen during the execution of the project activities.
  - 11.7.5 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
  - 11.7.6 Provide a storage facility for equipment and materials where possible.
  - 11.7.7 If necessary request the withdrawal of a staff member who poses a threat to DSI employees.
- 11.8 The service provider shall assume work upon the signing of the contract or upon approval by the Department.
- 11.9 The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.
- 11.10 The service provider will work in close collaboration with a DSI team, so as to ensure that the objectives of the department are accommodated by this project.

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- 11.11 The service provider will solely be responsible for all administrative issues related to the project.
- 11.12 The service provider will attend regular meetings with the DSI throughout the duration of the project.
- 11.13 The service provider will be expected to conduct a briefing session with the DSI and all relevant stakeholders prior to the work being conducted and the whole team of the appointed service provider will be required to attend the briefing session.
- 11.14 The service provider will explain and elucidate the final report at a meeting arranged by the DSI.
- 11.15 The DSI will evaluate the draft final report and request the service provider to effect revisions and additions, if necessary, before the final payment is made.

**12. FRONTING**

- 12.1 DSI, in compliance with regulations, supports the spirit of Broad- Based Black Economic Empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DSI condemns any form of fronting.
- 12.2 DSI, in ensuring that service providers conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine that accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry (DTI), be established during such enquiry/investigation, the onus will be on the service provider/contractor to prove that fronting does not exist.

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Failure to do so within 14 days from date of notification may invalidate the bid/contract and may also result in restriction of the service provider/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DSI may have against the service provider/contractor concerned.

### **13. PROPRIETARY RIGHTS**

13.1 The proprietary rights with regards to copyright, patents and other similar rights that may arise from the service provider carrying out the assignment belong to the DSI.

13.2 The DSI will have unrestricted access to all material, data and information.

13.3 The service provider shall deliver any or all such material, data and information to the DSI upon request.

13.4 The final product of all work done shall, on completion of the project belong to the DSI.

13.5 The service provider shall agree that all rights, to be acknowledged, understood and adhered to by the service provider on acceptance of bid including, without limitation, all intellectual and property rights in and any material, data or information including computer programmes, e- data and documentation related to the project belong to the DSI.

### **14. PROHIBITION OF RESTRICTIVE PRACTICES**

14.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a service provider(s) is (are) or a contractor(s) was/were involved in:

initiate:

- a) Directly or indirectly fixing a purchase or selling price or any other trading condition
  - b) Dividing markets by allocating customers, suppliers, territories or specific types of goods or
  - c) services; or
  - d) Collusive bidding.
- 14.2 If a service provider(s) or contractor(s), in the judgement of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 14.3 Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any official or representative of DSI, other than SCM officials, in respect of this bid between the closing date and the award of the bid by the service provider is prohibited.
- 14.4 The Supplier shall not cede this Agreement without the written permission of DSI.
- 14.5 The Supplier shall not, without the prior written consent of DSI, subcontract the rendering of the Services to a third party.

## **15. SUBMISSION OF PROPOSALS**

- 15.1 All bids must be deposited in the Tender Box located at the reception area of the Department of Science and Innovation (DSI) at the following address:

DSI Building no 53,  
Scientia Campus, (CSIR, South Gate Entrance)

initiate:

627 Meiring Naude Road,  
Brummeria, Pretoria, 0184

The proposal must be clearly marked as follows:

Bid No: DSI07/2023-24

Description: **EHWP**

Bid Closing date and Time: **05 April 2024 at 11h00**

Name and Address of Service provider

***NB: Please note that a proposal will not be considered for evaluation if it's submitted late. Late tenders will be returned; where applicable.***

## **16. COMMUNICATION**

- 16.1 Any questions are to be submitted not later than **05 Days (31 March 2024)** before the closing date of the Bid. Questions received after this date will not be entertained by DSI. All questions and answers will be published at [www.dst.gov.za/tenders](http://www.dst.gov.za/tenders) section.
- 16.2 After the closing date, only Supply Chain Management (SCM) Unit will communicate with service providers for, among others, where bid clarity is sought, to obtain information or to extend the validity period. See sub-par 14.3 for prohibited practice.
- 16.3 The results of a bid will be published in the same media as the advertisement and therefore communication will only be sent to successful service providers.
- 16.4 Enquiries related to the registration and submission of proposals must be directed to Supply Chain Management:

Demand & Acquisition Management

E-mail: [tenders@dst.gov.za](mailto:tenders@dst.gov.za)

initiate:



**PART A-CLIENT BASE**

Name of client / organization where contract is being executed/was executed	Description of Contract Services	Physical Address of the Client/ organization	Contact persons and telephone numbers of your client	Contract period (indicate start and end dates) e.g. 1 April 2012 to 31 March 2015	Is the contract Current or Past? (please indicate accordingly)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**NB: DSI reserves the right to verify the contents of this list directly with the service providers' clients and also conduct site inspections.**

initiate:

initiate: