



**NAT: SMALL BUSINESS DEVELOPMENT
ORDER\SERVICE**

PAGE 1 OF 1

ORDER NO.

OR-001157

SUPPLIER

EQ293 ICAS EMPLOYEE AND ORGANISATION EN REPRINT NUMBER 2

ORDER DATE

03/Feb/2022

DELIVERY DATE

05/Mar/2022

SYSTEM DATE

03/Feb/2022

STORE NUMBER & DESCRIPTION

8310383001 SMALL BUSINESS DEVELOPMENT HEAD OFFICE

ENQUIRES TO

LILLIAN

TELEPHONE NO.

(012)3941904 OR 1290

SUPPLIER NAME & ADDRESS

ICAS EMPLOYEE AND ORGANISATION
ICAS EMPLOYEE AND ORGANISATION ENHANCEMENT
P.O. BOX 2280 PARKLAND
CITY OF JOHANNESBURG NU
CITY OF JOHANNESBURG NU
CITY OF JOHANNESBURG
CITY OF JOHANNESBURG
SOUTH AFRICA 2121

POSTAL INVOICE ADDRESS

INVOICE MUST BE SUBMITTED TO SCM_ (N/B)
77 MENTJIES STREET, DTI COMPUS, SUNNYSIDE
PRETORIA
SOUTH AFRICA 0002

DELIVERY ADDRESS

INVOICE MUST BE SUBMITTED TO SCM_ (N/B)
77 MENTJIES STREET, DTI COMPUS, SUNNYSIDE
PRETORIA
SOUTH AFRICA 0002

COMMENTS

144
144
144
Suppliers are responsible for ensuring bank details for payment are correctly captured, active and verified on CSD and reflects on the invoice. The Department reserves the right to use the supplier's preferred account. Departments are not liable for delays if the supplier has no usable banking details on CSD.

ITEM	ITEM	DESCRIPTION	CONTROL NO.	NUMBER	ITEM	PART	UNIT	QTY.	RATE	AMOUNT
99998950242519	TRAINING AND DEVELOPMENT			DSBDEHWP00620212022			EACH	12	R4,107,46	R49,289,59
99998350279695	APPOINTMENT SERVICE PROVIDER			DSBDEHWP00620212022			EACH	90	R2,476,32	R222,869,30
99998350289710	APPOINTMENT TELEPHONE COUNSELLING SERVI			DSBDEHWP00620212022			EACH	36	R8,419,50	R303,102,31
99998350323446	ADVISORY DEBRIEFING SESSIONS			DSBDEHWP00620212022			EACH	27	R3,554,53	R95,972,45
HASH TOTAL								165		
PAGE TOTAL										R671,233,65
RUNNING TOTAL										R671,233,65
GRAND TOTAL										R671,233,65

THE ONUS OF RESPONSIBILITY TO VERIFY THE CORRECTNESS OR ACCURACY OF THE CONTENT OF THIS ORDER RESTS WITH THE APPOINTED SUPPLIER BEFORE DELIVERY.

CONDITION OF DELIVERY

FREE ON RAIL RQ-001771

WAYBILL NO. PA-002968-71

TRANS. ACC. NO. PHETHEO

BY POST INV TO SCM

FILE NO.

AUTHORISATIONS

DEPARTMENT

TREASURY

TENDER BOARD

PROCUREMENT

FINANCIAL

PAYMENT DETAILS

NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

THIS AREA IS INTENTIONALLY LEFT BLANK

SIGNATURE AUTHORIZING OFFICER

Shumani Mathobo

NAME AUTHORIZING OFFICER

Acting CFO

DESIGNATION

04/02/2022

DATE

CSD REFERENCE NUMBER: MAAA0008140

PLEASE ENSURE THAT THE ABOVE REFERENCE NUMBER IS CORRECT.

IF NOT, PLEASE CONTACT THE DEPARTMENT.

E57E7BC6 - F317A73A - 36A194F0 - F245A48E - CF828EB6 - E9656D6F - 5978147E - DB7482DC

END*OF*PAGE*01*AND*OF*ORDER



DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

REQUEST MEMO

request no
000017164

RECEIVED AT SCM	
DATE: _____/_____/2022	SIGNATURE: _____

COST CENTRE NUMBER	250A	ITEM NUMBER	953911
REQUESTING OFFICIAL	Phetheho Podile	OBJECTIVE	30003911
TELEPHONE NUMBER / EXT	41484	RESPONSIBILITY	30019911
ROOM NUMBER & BUILDING	Block G, 3rd Floor	FUND	38911
REQUEST MEMO No (RQ)	RQ-001771	PROJECTS	18911
SUPPLIER FOR ORDER	ICAS	ASSETS	22911
ORDER AMOUNT	R 671 233,70	REGIONAL IDENTIFIER	30001911
PERIOD ORDER	_____ / _____ / _____ TO _____ / _____ / _____	NON-INFRASTRUCTURE	49911
		PA NUMBER (SCM)	PA-002968-1

	ICN NUMBER	DESCRIPTION OF ITEM	QUANTITY REQUESTED	QUANTITY APPROVED
1	999989S0242519	TRAINING AND DEVELOPMENT (QUARTERLY TRAINING 2 HOUR SESSION)	12	
2	999983S0289710	APPOINTMENT TELEPHONE COUNSELLING (COUNSELLING SERVICES)	36	
3	999983S0323446	GROUP TRAUMA DEBRIEFING, CRISIS INTERVENTION, GROUP CONFLICT MNG, INTERVENTION	27	
4	999983S0279695	APPOINTMENT OF SERVICE PROVIDER MUSCULOSKELETAL(MSK)SERVICES	90	
5				

MOTIVATION / REMARKS : _____

SIGNATURE & NAME PRINTED OF COST CENTRE CLERK (CCC) : Phetheho Podile SIGNATURE: PPodile DATE: 28 / 01 / 2022

SIGNATURE & NAME PRINTED OF COST CENTRE MANAGER (CCM) : Hendrelie Rossouw SIGNATURE: _____ DATE: _____ / _____ / 2022

SIGNATURE & NAME PRINTED (BUDGET CONFIRMATION): _____ SIGNATURE: _____ DATE: _____ / _____ / 2022

Name RACF ID LOGIS ID Default Store Date

13:15



Procurement Integration

LOGIS Procurement Integration

Provisioning System

Add Requisition Requisitions	
83103B3001 SMALL BUSINESS DEVELOPMENT HEAD OFFICE 250A - HUMAN RESOURCE MANAG	
RQ-001767 added successfully	

Requisitions List

Want to change this Requisition into a list that you can simply select the next time you create a Requisition? Just click on "Create New List", give it a name, and select either Personal/Store - and you'll be able to select it the next time you create a Requisition by clicking on the "my Lists" image.

DSBD: REQUEST FOR QUOTATIONS (RFQ) FOR GOODS, ASSET AND SERVICES
REQUEST NO: _____

PART A

Chief user name: Hendriliën Rossouw

RFQ date : 15/12/2021 _____

Chief User no (Budget Code): 30019911

Contact number : 012 394 5428 _____

SCOA item: 1 _____

Contact name : Rejoyce _____

Date Service Required: 17/12/2021 _____

Description of goods, assets and services required		Quantity
Counselling		36
Group Interventions		2xper year = 6
Training Sessions		4xper year = 12



DSBD: REQUEST FOR QUOTATIONS (RFQ) FOR GOODS, ASSET AND SERVICES

REQUEST NO:

Motivation/Reason for requesting quotations (if not sufficient space, attach a separate specification document):

To render counselling and organisational enhancement services for the department of Small Business Development for a period of 36 months.

Name and Signature of the Requester

Rejoyce Maudu

NR Maudu

L Mkhurhane

Delegated Official approval: Name and Signature: Requester

[Signature]

50891001004

BUDGET AVAILABILITY (CONFIRMATION)

Budget Availability (Amount)

R700 000

Date of Approval

15 December 2021

Comments by Budget Officer: Funds available

DL Malibe

Delegated Official approval: Name and Signature: Budget

[Signature]



small business
development

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DSBD: REQUEST FOR QUOTATIONS (RFQ) FOR GOODS, ASSET AND SERVICES
REQUEST NO: _____

PART B : APPROVAL AND ACCEPTANCE OF QUOTATIONS

Recommended service provider based on highest PPPFA points: ICAS_ __ Amount: R671233.70

Do you have any interest in or relationship (family, friend, other) with the attached selected companies? Indicate YES / NO on the table below.

Delegated signatories	Approved for ordering (signature)	Approving official (Initial and Surname)	Declaration of interest	Amount accepted (as per the quotation)
Director Up to R200 000.00			YES / NO(if yes specify)	
Date				
Chief Director			YES / NO(if yes specify)	
>R200 000.00 up to R400 000.00				
Date				
Deputy Director-General >R400 000.00 up to R999 999.99			YES / NO(if yes specify)	
Date				
Director General Unlimited		L. Mkhumane	YES / NO(if yes specify) No	R671 233.70
Date				

15 December 2021

Thresholds for approval of expenditure upon receipt of quotations and a comparative schedule. Please note that ONLY officially appointed as Budget Managers can accept quotations. If acting on behalf of the Budget Manager, is delegation to act attached? YES/NO



**small business
development**
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001. the dti Campus, 77 Meintjies Street, Sunnyside, 0002, **Small Business Development Department** Customer Contact Centre local: 0861 843 384 , www.dsbd.gov.za

Enq: Rudzani Matodzi

rmatodzi@dsbd.gov.za

Tel: (012) 394 3014

ICAS Southern Africa (Pty) Ltd
Moorgate Building
Dunkeld Office
Park, 6 North Road
Dunkeld West
2121

Email: info@icas.co.za or Mmabuza@icas.co.za or hlegrange@icas.co.za

Tell: 011 380 6800 or 011 380 6987 or 083 414 5173

Dear Herman Le Grange

**APPOINTMENT OF A SUITABLE PROFESSIONAL SERVICE PROVIDER (PSP) TO RENDER
EMPLOYEE HEALTH AND WELLNESS SERVICES FOR THE DEPARTMENT OF SMALL
BUSINESS DEVELOPMENT FOR A PERIOD OF 36 MONTHS.**

The above matter has reference:

Kindly be advised that your proposal dated the 25th October 2021 for the above services at an amount of R 671 233.70, has been provisionally accepted subjects to conclusion of a Service Level Agreement (SLA) with the Department.

Please further note that only after the contract has been signed by both parties and order has been issued will the work commence. For negotiations and signing of the contract, please contact Dr S Maabela: (012) 394 1635/ 082 658 9012 and E-mail: Smaabela@dsbd.gov.za.

Kind Regards

Ms Rudzani Matodzi

Acting Director: Supply Chain and Asset Management

Date: 06 December 2021



small business
enterprise
competitor
preference
system
South Africa

PREFERENCE POINT SCORING

80/20 Preference Point System

DESCRIPTION OF GOODS/SERVICE: Health and wellness

ITEM NUMBER	NAME OF BIDDER	BID PRICE	LOWEST PRICE	B-BBEE STATUS LEVEL OF CONTRIBUT	POINT FOR PRICE	NUMBER OF POINTS	TOTAL POINT SCORED
1	ICAS	671 233,70	671 233,70	1	80,00	20	100,00
2	Workforce Health care	945 737,72	671 233,70	2	47,28	18	65,28

COMPILED BY:

NAME: Jane Mashego

RANK: Requisitions Officer

DATE: 22/11/2021

SIGNATURE: 

VERIFIED BY:

NAME: R Matodzi

RANK: DD:SCM

DATE: 24 November 2021

SIGNATURE: 

Item Number	Name of the bidder	Comments for zero BBEE level and Non Compliant
1		
2		
3		
4		

6

SUPPLIER CONFLICT OF INTEREST CHECKLIST (POSSIBLE COVER QUOTING TEST)

Name of service provider	Amount quoted	Address and contact of company	Address and contact of company	Directors of the company	SCM COMMENTS
ICAS Employee and organisation enhancement services South Africa	R671 233.70	6 North Road Dunkeld West Johannesburg	P.O. Box 2280 Parkland Johannesburg	Andrew Davies Thabo Leeuw Kribashnee Naidoo Chantele Holland Jonathan Roper Navkika Ratangee Lauren Knox Andre Meyer Keith Gibson Teshlin Akaloo Mark Julio	There is no visible possible cover quoting: No similarities on Directorship; No similarities on the proposal template submitted
Workforce	R945 737.72	11 Wellington Road Parktown Johannesburg	P.O. Box 52994 Saxonworld Johannesburg	Richard Malkin Ronald Katz Nevania Naidoo	

PREPARED BY :

J. Mashige

(Name and surname)

Designation Requisitions officer

Date 22 November 2021

VERIFIED BY : RMatodzi

(Name and surname)

Designation: DD:SCM

Date: 25 November 2021

R



CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0008140	South African company/CC registration number	1998/008545/07
Is supplier active?	Yes	Have Bank Account	Yes
Allow associates?	Yes	Total annual turnover	More than R50 million
Supplier type	CIPC Company	Financial year start date	31 Dec 2016 00:00:00:000
Supplier sub-type	Private Company (Pty)(Ltd)	Registration date	06 May 1998 00:00:00:000
Supplier name	ICAS EMPLOYEE AND ORGANISATION ENHANCEMENT SERVICES SOUTHERN AFRICA	Created by	mmabuza@icas.co.za
Trading name	ICAS Southern Africa (Pty) Ltd	Created date	28 Oct 2015 09:47:44:000
Identification type	South African Company/Close Corporation Registration Number	Edit by	mmabuza@icas.co.za
Government breakdown	Private Companies (Pty) (Ltd)	Edit date	12 Oct 2021 10:52:06:747
Business status	In Business	Restricted Supplier	No
Country of origin	South Africa		

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1			
Main group	Professional, scientific and technical activities	Core industry	Activities of head offices; management consultancy activities
Division	Activities of head offices; management consultancy activities	% share of annual turnover	100.00

SUPPLIER CONTACT INFORMATION

CONTACT 1			
Contact type	Administration, Bid Office	Cellphone number	073 557 2366
Is this your preferred Contact?	No	Website address	www.icas.co.za





CSD REGISTRATION REPORT

Name(s)	Mlungisi	Do you want this contact to also be a CSD user ?	Yes
Surname	Mabuza	Created by	mmabuza@icas.co.za
Identification type	South African Identification Number	Created date	28 Oct 2015 08:58:03:000
Prefer communication via email	Yes	Edit by	mmabuza@icas.co.za
Email address	mmabuza@icas.co.za	Edit date	27 Nov 2019 12:41:24:227
Telephone number	0113806800		

CONTACT 2

Contact type	Sales	Cellphone number	0713528435
Is this your preferred Contact?	No	Fax number	0113257122
Name(s)	Juanita	Website address	www.icas.co.za
Surname	Simpson	Do you want this contact to also be a CSD user ?	Yes
Identification type	South African Identification Number	Created by	mmabuza@icas.co.za
Prefer communication via email	Yes	Created date	28 Oct 2015 09:05:45:000
Email address	jsimpson@icas.co.za	Edit by	mmabuza@icas.co.za
Telephone number	0113806800	Edit date	28 Oct 2015 09:05:45:000

CONTACT 3

Contact type	Bid Office	Email address	gmaduwe@icas.co.za
Is this your preferred Contact?	Yes	Telephone number	011 459 2155
Name(s)	Gail	Cellphone number	060 920 9592
Surname	Maduwe	Website address	www.icas.co.za
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	No
Prefer communication via cellphone	Yes	Created by	mmabuza@icas.co.za
Prefer communication via email	Yes	Created date	27 Nov 2019 12:41:24:213
Prefer communication via telephone	Yes	Edit by	mmabuza@icas.co.za





CSD REGISTRATION REPORT

Edit date

09 Dec 2020 12:32:31:410

SUPPLIER ADDRESS INFORMATION

ADDRESS 1

Is this a preferred address?	Yes	Postal code	2121
Address line 1	6 North Road	Ward Number	1
Address line 2	Dunkeld West	Country	South Africa
Suburb	City of Johannesburg NU	This address S/A payment	Yes
Province	Gauteng	Created by	mmabuza@icas.co.za
Municipality	City of Johannesburg	Created date	28 Oct 2015 09:47:47:437
City	City of Johannesburg NU	Edit by	mmabuza@icas.co.za
		Edit date	28 Oct 2015 09:47:47:437

ADDRESS 2

Is this a preferred address?	No	Ward Number	1
Address line 1	P.O. Box 2280 Parkland	Country	South Africa
Address line 2	City of Johannesburg NU, City of Johannesburg NU	This address S/A postal	Yes
Suburb	City of Johannesburg NU	Created by	mmabuza@icas.co.za
Province	Gauteng	Created date	28 Oct 2015 09:47:47:483
Municipality	City of Johannesburg	Edit by	mmabuza@icas.co.za
City	City of Johannesburg NU	Edit date	11 Nov 2016 14:07:11:450
Postal code	2121		

SUPPLIER BANK ACCOUNT

BANK ACCOUNT 1

Account type	Current Accounts	Created by	mmabuza@icas.co.za
--------------	------------------	------------	--------------------





CSD REGISTRATION REPORT

Bank	STANDARD BANK OF SOUTH AFRICA	Created date	26 Jul 2016 14:17:47:000
Branch number	019205	Edit by	csd.safetynetbatch@treasury.gov.za
Branch name	SANDTON	Edit date	01 Aug 2016 16:12:04:677
Account number	421013982	Bank Verification Status	Verification Succeeded ✓
Account holder	ICAS Employee and Organisation Enhancement Services Southern	Foreign Bank Account	No
Is this a preferred account?	Yes	Is the identifier linked at the bank	Yes
Active start date	26 Jul 2016 14:17:47:000	Is this a Shared Funding Account	No

TAX INFORMATION

Income tax number	9355381840	Overall Tax Status	Tax Compliant ✓
VAT number	4760174203	Created by	mmabuza@icas.co.za
Is this supplier a VAT vendor?	Yes	Created date	28 Oct 2015 09:47:44:000
Are you Registered with SARS?	Yes	Edit by	csd.reverifybatch@treasury.gov.za
Last validation date	04 Nov 2021 10:56:00:000	Edit date	12 Oct 2021 10:52:06:000
Would you like to receive notifications?	Yes		

B-BEEE INFORMATION

B-BBEE verification regulator	Verification agency accredited by SANAS	SANAS accredited agency	RENAISSANCE SA RATING (PTY) LTD
Sector charter	Other	% Owned by black people	25.71
Subsector charter	NOT APPLICABLE	% Owned by black people who are women	11.53
B-BBEE certificate number	RS-13059-1120-C93	% Owned by black people who are youth	0.00
B-BBEE certificate issue date	23 Nov 2020 00:00:00:000	% Owned by black people with disabilities	0.00
B-BBEE certificate issue expiry date	22 Nov 2021 00:00:00:000	% Owned by black who are unemployed	0.00





CSD REGISTRATION REPORT

B-BBEE status level of contributor	Level 1 Contributor	% Owned by black people who are military veteran	0.00
B-BBEE procurement recognition	135%	% Owned by black people living in rural or underdeveloped areas	0.00
Value adding supplier or empowering supplier	Yes	Verification Status	Manual Verification Required
Skills Development Score	17.31	Created by	mmabuza@icas.co.za
Socio-Economic Development Score	5.00	Created date	28 Jul 2016 10:55:01:397
Management Control Score	14.65	Edit by	mmabuza@icas.co.za
Ownership Score	25.00	Edit date	24 Nov 2020 12:10:02:457
Enterprise Supplier Development Score	45.62	Status	Active
Total Score	107.58		

OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
SANGANO INVESTMENT HOLDINGS (RF)			N/A	N/A	19.90%	N/A	N/A	N/A	N/A	N/A
ICAS International Holdings			N/A	N/A	80.10%	N/A	N/A	N/A	N/A	N/A
Total					100.00%					

OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON B-BBEE CERTIFICATE

Enterprise type	GEN
B-BBEE Status level of contributor	Level 1 Contributor
Owned by black people	25.71
Owned by black people who are youth	0.00
Owned by black people who are women	11.53
Owned by black people with disabilities	0.00





CSD REGISTRATION REPORT

Owned by black people who are military veterans

0.00

Owned by black people living in rural or undeveloped areas

0.00

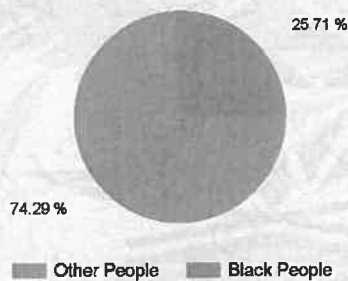
Owned by black people living in townships

0.00

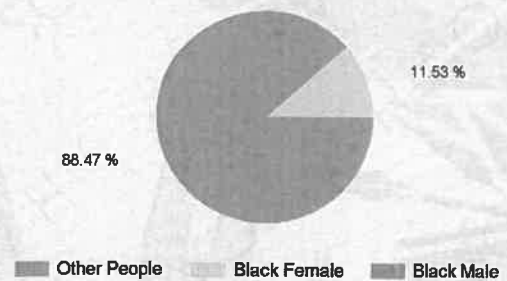
Owned by black people that is unemployed

0.00

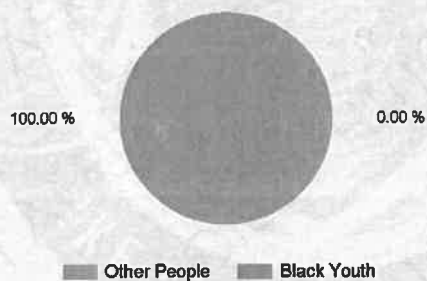
People % Ownership



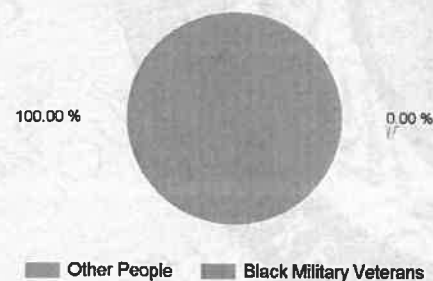
Gender % Ownership



Youth % Ownership



Military Veteran % Ownership





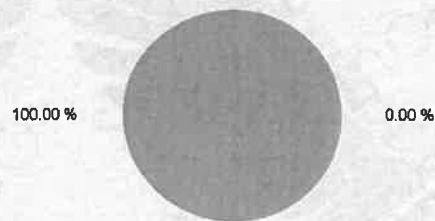
CSD REGISTRATION REPORT

Disabled % Ownership



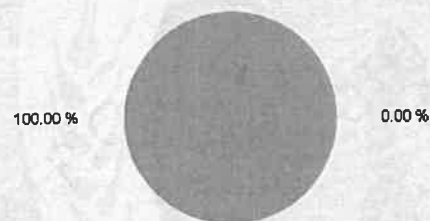
Other People Black people with disabilities

Living Area % Ownership



Other People Black in rural areas Black in townships

Unemployed % Ownership



Other People Black people who are unemployed

DIRECTORS/MEMBERS/OWNERS INFORMATION

DIRECTOR/MEMBER 1

Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	ANDREW IAN KINGSLEY	Created date	07 Sep 2017 11:55:03:000
Surname	DAVIES	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:21:03:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	6608105033082	Restriction Last Verification Date	04 Nov 2021 10:55:40:880





CSD REGISTRATION REPORT

Work permit	0000000
Appointment date	26 Jan 2000 00:00:00:000
Email address	info@icas.co.za
Cellphone number	011 380 6800

Government Employee	No
Government Employee Last Verification Date	04 Nov 2021 10:55:39:747
SA identification number Verified	Yes
SA identification number verification date	03 Nov 2021 14:29:25:773
Companies involved in	MAAA0614672;

DIRECTOR/MEMBER 2

Director type	Non Executive Director
Director status	Active
Name(s)	THABO PATRICK
Surname	LEEUEW
Country	South Africa
Identification type	South African Identification Number
South African identification number	6302225972086
Work permit	0000000
Appointment date	01 Jun 2010 00:00:00:000
Email address	info@icas.co.za
Cellphone number	011 380 6800

Owner	No
Created by	csd.reverifybatch@treasury.gov.za
Created date	07 Sep 2017 11:55:03:000
Edit by	csd.reverifybatch@treasury.gov.za
Edit date	13 Jul 2021 18:21:58:000
Restricted Supplier	No
Restriction Last Verification Date	04 Nov 2021 10:55:40:910
Government Employee	No
Government Employee Last Verification Date	04 Nov 2021 10:55:39:763
SA identification number Verified	Yes
SA identification number verification date	04 Nov 2021 10:55:40:200
Companies involved in	MAAA0133430; MAAA0165539; MAAA0285807; MAAA0677752; MAAA0802057; MAAA0919259...

DIRECTOR/MEMBER 3

Director type	Director
Director status	Active
Name(s)	KRIBASHNEE
Surname	NAIDOO
Country	South Africa

Owner	No
Created by	csd.reverifybatch@treasury.gov.za
Created date	07 Sep 2017 11:55:04:000
Edit by	csd.reverifybatch@treasury.gov.za
Edit date	13 Jul 2021 18:20:55:000





CSD REGISTRATION REPORT

Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7310080229087	Restriction Last Verification Date	04 Nov 2021 10:55:40:927
Work permit	0000000	Government Employee	No
Appointment date	27 Jan 2004 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:780
Email address	info@icas.co.za	SA identification number Verified	Yes
Cellphone number	011 380 6800	SA identification number verification date	04 Nov 2021 10:55:40:293

DIRECTOR/MEMBER 4

Director type	Director	Owner	No
Director status	Active	Created by	mmabuza@icas.co.za
Name(s)	CHANTELL SYLVIA	Created date	09 Jan 2018 06:41:16:000
Surname	HOLLAND	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:20:33:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7512290113080	Restriction Last Verification Date	04 Nov 2021 10:55:40:940
Work permit	0000000	Government Employee	No
Appointment date	03 Dec 2007 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:793
Email address	info@icas.co.za	SA identification number Verified	Yes
Cellphone number	011 380 6800	SA identification number verification date	04 Nov 2021 10:55:40:340

DIRECTOR/MEMBER 5

Director type	Director	Owner	No
Director status	Active	Created by	mmabuza@icas.co.za
Name(s)	JONATHAN	Created date	16 Feb 2018 14:42:45:000
Surname	ROPER	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:20:39:000
Identification type	South African Identification Number	Restricted Supplier	No





CSD REGISTRATION REPORT

South African identification number	7612215251088	Restriction Last Verification Date	04 Nov 2021 10:55:40:957
Work permit	0000000	Government Employee	No
Appointment date	01 Aug 2011 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:810
Email address	info@icas.co.za	SA identification number Verified	Yes
Cellphone number	011 380 6800	SA identification number verification date	04 Nov 2021 10:55:40:403

DIRECTOR/MEMBER 6

Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	JUANITA	Created date	07 Sep 2017 11:55:07:000
Surname	SIMPSON	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:20:57:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7206020055089	Restriction Last Verification Date	04 Nov 2021 10:55:41:020
Work permit	0000000	Government Employee	No
Appointment date	01 Jul 2014 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:810
Email address	info@icas.co.za	SA identification number Verified	Yes
Cellphone number	011 380 6800	SA identification number verification date	04 Nov 2021 10:55:40:530

DIRECTOR/MEMBER 7

Director type	Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	NAVLIKA	Created date	07 Sep 2017 11:55:07:000
Surname	RATANGEE	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:20:52:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	8104220167086	Restriction Last Verification Date	04 Nov 2021 10:55:41:097





CSD REGISTRATION REPORT

Work permit	0000000	Government Employee	No
Appointment date	01 Nov 2016 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:827
Email address	info@icas.co.za	SA identification number Verified	Yes
Cellphone number	011 380 6800	SA identification number verification date	04 Nov 2021 10:55:40:560

DIRECTOR/MEMBER 8

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	LAUREN SINCLAIR	Created date	29 Jun 2020 10:45:11:000
Surname	KNOX	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:22:10:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	8505140036088	Restriction Last Verification Date	04 Nov 2021 10:55:41:193
Work permit	0000000	Government Employee	No
Appointment date	01 Apr 2020 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:840
Email address	info@icas.co.za	SA identification number Verified	Yes
Cellphone number	011 380 6800	SA identification number verification date	04 Nov 2021 10:55:40:640

DIRECTOR/MEMBER 9

Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	ANDRE	Created date	29 Jun 2020 10:45:11:000
Surname	MEYER	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:22:01:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	6511295017081	Restriction Last Verification Date	04 Nov 2021 10:55:41:287
Work permit	0000000	Government Employee	No





CSD REGISTRATION REPORT

Appointment date	01 Apr 2020 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:857
Email address	info@icas.co.za	SA identification number Verified	Yes
Cellphone number	011 380 6800	SA identification number verification date	04 Nov 2021 10:55:40:670
		Companies involved in	MAAA0425458; MAAA0448253;
DIRECTOR/MEMBER 10			
Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	KEITH NORMAN	Created date	01 Sep 2020 02:26:23:000
Surname	GIBSON	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:21:47:000
Identification type	South African Identification Number	Restricted Supplier	No
South African identification number	7009065208088	Restriction Last Verification Date	04 Nov 2021 10:55:41:317
Work permit	0000000	Government Employee	No
Appointment date	01 Jul 2020 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:873
Email address	corporatelegal@icasworld.com	SA identification number Verified	Yes
Cellphone number	011 380 6800	SA identification number verification date	04 Nov 2021 10:55:40:750
		Companies involved in	MAAA0022586; MAAA0023920; MAAA0044239; MAAA0082001; MAAA0199476; MAAA0200725...
DIRECTOR/MEMBER 11			
Director type	Non Executive Director	Owner	No
Director status	Active	Created by	csd.reverifybatch@treasury.gov.za
Name(s)	TESHLIN	Created date	01 Sep 2020 02:26:23:000
Surname	AKALOO	Edit by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Edit date	13 Jul 2021 18:22:04:000
Identification type	South African Identification Number	Restricted Supplier	No





CSD REGISTRATION REPORT

South African identification number	8309185039085	Restriction Last Verification Date	04 Nov 2021 10:55:41:363
Work permit	0000000	Government Employee	No
Appointment date	01 Jul 2020 00:00:00:000	Government Employee Last Verification Date	04 Nov 2021 10:55:39:887
Email address	Teshlin.akaloo@netcare.co.za	SA identification number Verified	Yes
Cellphone number	079 519 7588	SA identification number verification date	04 Nov 2021 10:55:40:817
DIRECTOR/MEMBER 12			
Director type	Director	Created date	13 Jul 2021 18:20:53:000
Director status	Active	Edit by	csd.reverifybatch@treasury.gov.za
Name(s)	MARK STEVEN	Edit date	13 Jul 2021 18:20:53:000
Surname	JULIO	Restricted Supplier	No
Country	South Africa	Restriction Last Verification Date	04 Nov 2021 10:55:41:397
Identification type	Foreign Identification Number	Government Employee	TBC (To be confirmed by an organ of state)
Foreign identification number	554861048		
Work permit	0000000		
Appointment date	10 May 2021 00:00:00:000		
Owner	No		
Created by	csd.reverifybatch@treasury.gov.za		
OTHER OWNERS 1			
Legal name	SANGANO INVESTMENT HOLDINGS (RF)	Created by	mmabuza@icas.co.za
Ownership %	19.90%	Created date	17 Jul 2017 09:36:17:040
Ownership status	Active	Edit by	mmabuza@icas.co.za
		Edit date	27 Nov 2019 12:41:24:403
OTHER OWNERS 2			
Legal name	ICAS International Holdings	Created date	17 Jul 2017 09:36:17:040





CSD REGISTRATION REPORT

Ownership %	80.10%	Edit by	mmabuza@icas.co.za
Ownership status	Active	Edit date	27 Nov 2019 12:41:24:403
Created by	mmabuza@icas.co.za		

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.





CSD REGISTRATION REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)
The various possible error messages received from the bank are highSemiBolded in red. Search for the applicable message and follow the detailed steps associated with that error message.

ax

Tax Compliance Status

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [What should a supplier do if the tax status on CSD difference from the tax clearance certificate?](#)

Tax Compliance Expiry Date

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [How does CSD determine the tax compliance expiry date?](#)

CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: [The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC. how can I rectify this?](#)

State Employee

For more information pertaining to government employment status click here: [Will there be verification done to identify if a supplier is a government employee?](#)

BBBEE

CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.

Print Date: 11/4/2021 10:55:54 AM



Request number
000017114
17164 (New)

C4914

EQ293

COMPLIANCE CHECKLIST
REQUISITION FOR GOODS AND/OR SERVICES

ICAS EMPLOYEE

A. SUPPLY CHAIN MANAGEMENT - VERIFICATION	Yes	No	Comments SCM
Is budget verified and confirmed by Management Accounting (Internal RFQ template)?	X		
Is the NCSD Summary Report for all 3 suppliers attached?	X		
Is the recommended supplier registered on Central Supplier Database and tax compliant (CSD)?	X		
Is the supplier not on a deregistration process?		X	
Are the bank details of the supplier Verified on CSD and active? (If not, was supplier requested to amend on NCSD)	X		
Is the supplier not on the National Treasury list of restricted suppliers? (Also indicate date checked)	X		
Are three quotations attached, dated, valid, vat inclusive and comparative?	X		
If applicable was deviation from the procurement processes (e.g. no 3 quotations, emergency, or sole provider) approved by the D: SCM/CFO/DG		X	
Is the Price Comparative Schedule attached for requirements with a value of R30,000.00 and above	X		
Is the valid BEE certificate or Sworn Affidavit attached?	X		
SBD 4 (Declaration of Interest) completed and duly signed? 1. Is section 2.8.1 completed section accurately? 2. Has the supplier conducted business with DSBD? If so, has this been declared? 3. Is the SBD dated correctly?	X		
SBD 6.1 (Claim the points for the BEE) completed and duly signed? 1. Is section 8.4 completed accurately? 2. Is section 8.6 completed accurately? 3. Is the SBD dated correctly?	X		
SBD 8 (Declaration of past services) completed and duly signed (i.e. is the SBD dated correctly?)	X		
SBD 9 (Certificate of independent Bid determination) completed and duly signed (i.e. is the SBD dated correctly?)	X		

REQUISITION FOR GOODS AND/OR SERVICES

A. SUPPLY CHAIN MANAGEMENT - VERIFICATION	Yes	No	Comments SCM
Is there no conflict of interest between companies as per SBD4 (i.e. no company share Directorship in another company bidding for the same requirements)?	X		
Is the Acting letter of last signatory on submission attached according to delegations (if relevant)?	X		
Is the PDP for attendees attached and signed (Training and Course)		X	
	Signature and date 26/01/2022		
Checklist compiled by (SCM Official)	M. M. D. R.		
B. SUPPLY CHAIN MANAGEMENT ORDER AUTHORISATION			
Is the order amount inclusive of VAT/ NOT a VAT vendor?	YES/NO		
Are the budget allocations correct?	YES /NO		
	/	/ 2022	15/01/2022
Signature of SCM Official who authorized order online, checked & signed it:	Date		
Printed name of SCM Official who authorized order online, checked & signed it:			

List of Services as per Proposal on the Terms of Reference

DESCRIPTION – EAP Core Services – On a per capita pricing model	1 st Year	2 nd Year	3 rd Year
- Professional support line telephonic counselling services – 24/7/365 – Dedicated toll-free line and SMS help-line (Unlimited and confidential access) - Multiple points of access - Face-to-face Counselling Services (Offsite) 6 sessions per employee/Immediate family member per Incident per (Off-site) - Critical Incident Group trauma and debriefing or Group trauma responses services - Telephonic Life Management Services - Legal Advice - Financial Advice - ICAS Support and information with Covid-19 - Family Care Support – value added service - Value Added service – Maternity Programme - HIV/AIDS and other dread disease education and support services - Online Health & Well-being Programme - Online topic talk videos - Digital collateral (Employee and managerial presentation, Generic videos, Digital Drops, Financial digital drops) - Management training, support and referral services - Programme and Account Management - Awareness and orientation sessions – wellness talks - Dedicated client relationship manager - Manager and employee induction sessions - Communication, Marketing - ICAS On the go App (Wallet cards, posters etc.) - Reporting and Analysis			
EAP services per employee excl. VAT	R34.00	R35.02	R36.07
Total Per Month for 209 employees excl. VAT	R7 104.00	R7 319.18	R7 538.76
Total Per Annum for 209 employees excl. VAT	R85 272.00	R87 830.16	R90 465.06
Total for 209 for 3 years excl. VAT			R263 567.22
15 % VAT			R39 535.08
Total for 3 year for 209 employees incl. VAT			R303 102.31

	1 st year (Excl. VAT)	2 nd year (Excl. VAT)	3 rd year (Excl. VAT)
MSK & FDA cost per employee per month	R25.00	R25.75	R26.52
Total Cost per Month Excl. VAT	R 5 225.00	R 5 381.75	R 5 542.68
Total cost per annum Excl. VAT	R 62 700.00	R 64 581.00	R 66 518.43
Total			R 193 799.43
15% VAT			R 29 069.87
Grand Total			R 222 869.30

Services available on Fee for Service

	1 st year (Excl. VAT)	2 nd year (Excl. VAT)	3 rd year (Excl. VAT)
Training and Development rate per 2 Hour Session	R 3 466.67	R 3 570.67	R 3 677.79
Employee Training for 2 hours, quarterly per annum	R 13 866.68	R 14 282.68	R 14 711.16
Total			R 42 860.52
15% VAT			R 6 429.07
Grand Total			R 49 289.69

	1 st year (Excl. VAT)	2 nd year (Excl. VAT)	3 rd year (Excl. VAT)
6 group sessions per year – maximum duration of 2 hours per session Group interventions			
- Conflict resolution / emotional impact / debriefing sessions – Team development and sustenance (DSBD Units / branches) - Intrapersonal and interpersonal relationships/ skills empowerment - Emotional intelligence - Effective Communication Skills	R27 000.00	R27 810.00	R28 644.30
Total			R83 454.30
15% VAT			R12 518.15
Grand total			R95 972.45

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM

ICAS



Private Bag X672, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000

Ms Rudzani Matodzi
(Through the Office of the Director General)

Dear Ms Matodzi,

DELEGATION TO YOURSELF OF CERTAIN FINANCIAL AND ADMINISTRATIVE RESPONSIBILITIES FROM 1 NOVEMBER 2021 - 31 JANUARY 2022.

1. In my capacity as the Minister of the Department of Small Business Development, I hereby appoint you as **Acting Director: Supply Chain & Asset Management** with full authority to recommend and/or approve expenditure and administrative actions as provided in terms of Section 44 of the Public Finance Management Act and Part II, B of the Public Service Regulations.
2. Please note that you cannot delegate this authority further.
3. In exercising this delegated function, you will utilise the existing procedures and controls, which are in force in the department. You will pay particular attention to Tender Regulations, correct allocation of expenditure to appropriate codes and the responsible use of government resources. This means that at all times, you shall evaluate all expenditure decisions, evaluate how applicants will incur costs and you will seek to prioritise the economic use of funds.
4. As the responsible manager during this period, you will not commit the Department to any liability for which money has not been appropriated.
5. Please find attached herewith the Proxy Nomination Form for your signature. Please return the original to my office.
6. Your willingness to act in this position is greatly appreciated.

Yours Faithfully,

MS STELLA TEMBISA NDABENI-ABRAHAMS, MP
MINISTER OF SMALL BUSINESS DEVELOPMENT
DATE: 29-10-2021



small business
development
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

In accordance with the provisions of the Public Service Act and the Public Service Regulations promulgated in terms of section 41 thereof, I, **Ms Stella Tembisa Ndabeni-Abrahams**, the Minister of Small Business Development, do hereby appoint **Ms R Matodzi**, Deputy Director: Supply Chain Management as **Acting Director: Supply Chain & Asset Management** from **1 November 2021 – 31 January 2022** or until the appointment of the Director (whichever comes first).

Signed at Pretoria on this 29 day of October 2021

Accept / ~~Decline~~

MS RUDZANI MATODZI
DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT
DATE: 29 October 2021

MEMORANDUM OF AGREEMENT FOR EMPLOYEE WELLNESS SERVICES

Entered into by and between

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

("DSBD")

And

**ICAS EMPLOYEE AND ORGANIZATION
ENHANCEMENT SERVICES SOUTHERN AFRICA (PTY)LTD**

("The Service Provider")

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM LM **ICAS**

SECTION 1: CONTRACT DETAILS

<u>Commencement Date</u>	01 December 2021
<u>Termination Date</u>	31 November 2024
<u>Customer Details</u>	Department of Small Business Development having its principal place of business at Building 77 Meintjies Street, The DTI Campus- Block D- Third Floor, Sunnyside, PRETORIA
<u>Service Provider Details</u>	ICAS Employee And Organization Enhancement Services Southern Africa (Pty) Ltd a limited liability private company, duly incorporated in accordance with the laws of the Republic of South Africa 1998/008545/07 and having its principal place of business at 5th floor Sandton Gate, 7 Minerva Avenue, Glenadrienne, Sandton
<u>Contract Fee Calculation</u>	<u>Unit Fee (EWP + MSK&FDA) (Excl VAT)</u> Year 1 – R59.00 Year 2 – R60.77 Year 3 – R62.59 The Unit Fee excludes Fee For Service (Performance Learning and Additional Group Trauma) Items as listed in Appendix 1
<u>Contract Term</u>	36 months
<u>Total Number of Eligible Employees</u>	209
<u>Name and contact details of contact person for Service Provider for receipt of Notices</u>	<u>For Service Provider:</u> Contact Person: Head of Legal Email Address: corporatelegal@icas.co.za <u>For DSBD</u> Contact Person: Email Address:

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM

LM



THE PARTIES RECORD THAT

The Service Provider is knowledgeable and experienced in designing, implementing and operating an Employee Wellness Programme.

DSBD desires to retain the Service Provider to provide Employee Wellness Services.

The Service Provider is willing to enter into such an arrangement.

NOW IT IS HEREBY AGREED AS FOLLOWS:**DEFINITION**

- 1.1 **"Agreement"** shall mean the agreement set out in this document, any Order Form, together with Annexures "A" and "B" hereto.
- 1.2 **"Business"** shall mean the business of DSBD at the Commencement Date.
- 1.3 **"Business Day"** shall mean Monday to Friday between the hours of 08:00 to 17:00, excluding Saturdays, Sundays or a day which, from time to time, is proclaimed a public holiday in the Republic of South Africa;
- 1.4 **"Client Relationship Manager"** shall mean the Service Provider's designated person who will be responsible to liaise specifically with DSBD for the delivery of this Service Level Agreement. Details of the duties of the Client Relationship Manager are set out in Annexure "A".
- 1.5 **"Commencement Date"** shall mean the date stated in Section 1 above, notwithstanding the date of signature of this Agreement.
- 1.6 **"Confidential Information"** shall mean any information or data which by its nature or content is identifiable as sensitive, confidential and/or proprietary to the Disclosing Party and/or any third party, or which is provided or disclosed in confidence and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means. Disclosing Party's Confidential Information shall include (i) information relating to strategic objectives and planning for both its existing and future needs; (ii) information relating to either Party's business activities, business relationships, products, services, clients and all employees of the Parties; (iii) technical, scientific, commercial, financial and market information and trade secrets; (iv) Intellectual Property that is

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

SM LM



DS
JS

DS
KN

proprietary to a Party or that is proprietary to a third party and in respect of which the Disclosing Party has rights of use or possession; (v) Disclosing Party's plans, designs, drawings, functional and technical requirements and specifications; (vi) information concerning faults or defects in either Party's systems, hardware and/or software or the incidence of such faults or defects; (vii) agreements to which either Party is a party. Without limiting the generality of the aforesaid, DSBD's Confidential Information shall include personal information of DSBD's Staff and their immediate household.

Confidential Information excludes information or data which (a) is lawfully in the public domain or already in the possession of the Receiving Party from a source other than the Disclosing Party at the time of disclosure to the Receiving Party; or (b) subsequently becomes lawfully part of the public domain by publication or otherwise; or (c) subsequently becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled, without any restriction on disclosure, to disclose such Confidential Information; or (d) is disclosed pursuant to a requirement or request by operation of law, regulation or court order; provided that the onus shall at all times rest on the Receiving Party to establish that such information falls within such exclusions and provided further that the information disclosed in terms of this Agreement will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in a Party's possession. The determination of whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trade or otherwise;

- 1.7 **"Contract Year"** shall mean, in respect of this Agreement, each successive 12 (twelve) calendar month period during the term of this Agreement, as measured from the Effective Date of this Agreement;
- 1.8 **"Critical Incident Services"** shall mean counselling services that are provided as a result of unforeseen critical incidents, major emergencies, trauma and traumatic incident or disasters that inflict or has the potential to inflict serious psychological damage on Eligible Employees or their Immediate Family Members.
- 1.9 **"Customer"** shall mean the Party identified as such on the cover page of this Agreement.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



small business
development
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
LN

SM LM ICAS

1.10 "**CPI**" shall mean the percentage escalation of the Consumer Price Index for the month preceding the anniversary of the Effective Date, as published by Statistics South Africa (or its successor in title) from time to time, provided that if publication of the CPI ceases at any time, a substitute index shall be applied which reflects the general rate of inflation in the Republic of South Africa. Should there be a dispute as to which index or agency is to be used, the index or agency will be determined by the Service Provider's auditors, which auditor's shall act as experts;

1.11 "**Data**" shall mean statistical information captured through the Service Provider's operating systems for the purposes of rendering the Services.

1.12 "**Data Protection**" shall have the same mean as contained in any law that governs the protection of personal information and more specifically detailed in Annexure "B" of this Agreement.

1.13 "**Disclosing Party**" shall mean either of the Parties referred to in clause 1.22 to the extent that it discloses any of the Confidential Information to the other in terms of this Agreement;

1.14 "**Eligible Employees**" shall mean: all permanent employees of DSBD, to whom Services shall be made available. Eligible employee shall include contractors/fixed term employees paid via payroll and learners but excludes pensioners, employees no longer working as a result of disability, PFA (Personal Finance Advisory) field staff Pensioners (active and inactive), secondees and independent contractors; and

1.15 "**Employee Wellness Program**" shall mean the employee wellness programme offered by the Service Provider as part of the Services and "EWP" shall have the same meaning.

1.16 "**Employee Wellness Services**" shall mean the employee wellness services offered by the Service Provider as part of the Services agreed between parties.

1.17 "**Engagement Rate**" is an annualised percentage of the number of eligible employees that have interacted with the service; it includes individual cases, e-care users, group participants, employees attending implementation sessions etc.

1.18 "**Event of Default**" shall mean an event of default as set out in clause 17.1.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



small business
development
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM LM
ICAS

- 1.19 **"Force Majeure Event"** shall mean any event beyond the reasonable control of either Service Provider or Customer including, without limitation to, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, fire, flood, and storm, acts or omissions of any persons for whom either Party is not responsible, strikes or any industrial action affecting the provision of the Services, which are not reasonably foreseeable, not reasonably preventable and are outside the control of the Party relying on the Force Majeure Event.
- 1.20 **"Fee For Service/FFS"** shall mean Services that will be rendered by the Service Provider on pay per use basis;
- 1.21 **"HPCSA"** shall mean the Health Professions Council of South Africa
- 1.22 **"Immediate Families"** shall mean the spouse, partner, children and/or any person residing in the same household with the Eligible Employees.
- 1.23 **"Intellectual Property"** shall include any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data source codes, reports, drawings, specifications, know how, business methods and trade secrets including applications for registration, the right to apply for registration for any of these rights and all other intellectual property rights or similar forms of protection existing anywhere in the world and belonging to either the Service Provider or DSBD or which the Service Provider or DSBD may adopt from time to time.
- 1.24 **"Order Form"** shall mean an ordering document specifying the Services to be provided by Service Provider to Customer, entered into between the Parties.
- 1.25 **"Parties"** shall mean DSBD and the Service Provider. "Party" shall, as the context requires, be a reference to any one of them.
- 1.26 **"Prime Interest Rate"** means the publicly quoted rate of interest charged by [Service Provider's Bankers].
- 1.27 **"Receiving Party"** shall mean the Party, other than the Disclosing Party, to the extent that it receives disclosure of any of the Confidential Information from the Disclosing Party in terms of this Agreement;

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM LM



small business
development

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

ICAS

1.28 **"Service Contact"** shall include any contact that DSBD's Eligible Employees may make with the Service Provider, and includes counselling via telephone, online, and face-to-face contact, as well as any other form of contact that forms part of the Services.

1.29 **"Service Fee"** shall mean any fee payable to Service Provider as consideration for provision of Services under this Agreement or any Order Form, calculated as set out under this Agreement or any Order Form;

1.30 **"Service Provider"** shall mean ICAS Employee and Organisation Enhancement Services Southern Africa (Pty) Ltd, a company incorporated in the Republic of South Africa, registered and accredited by the HPCSA and Employee Assistance Programme Association ("EAPA"), which provides independent behavioural risk management services, which has an extensive national network of approved and managed professional counsellors. The Service Provider is also the Party identified as such on the cover page of this Agreement.

1.31 **"Services"** shall mean the provision of an Employee Wellness Programme as set out in the provisions of Annexure "A" to this Agreement or any other services provided under an Order Form.

1.32 **"SACSSP"** shall mean the South African Council For Social Services Professions.

1.33 **"VAT"** shall mean value added tax, levied under the provisions of the Value Added Tax Act, 1991.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM LM



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

ICAS

2 INTERPRETATION

2.1.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context -

2.1.1.1 any reference to the singular includes the plural and vice versa;

2.1.1.2 any reference to natural persons includes legal persons and vice versa; and

2.1.2 Where appropriate, meanings ascribed to defined words and expressions in Clause 1 above shall impose substantive obligations on the Parties.

2.1.3 No provision herein shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or drafted such provision.

2.1.4 Where any definition is contained in any clause (or sub – clause) the meaning/s ascribed shall apply when used elsewhere in this Agreement, unless in the context a contrary intention is expressly indicated.

2.1.5 The terms, conditions, rights, warranties, promises, undertakings, covenants, obligations and provisions contained, conferred or imposed under this agreement are severable and divisible as to each provision or part thereof, and should any provision be found to be invalid or unenforceable by a competent Court of Law, the remaining provisions or parts thereof shall remain of full force and effect.

2.1.6 Where any amounts are referred to in numerals and in words, in the event of any conflict, the amount referred to in numerals shall prevail.

2.1.7 If reference is made in this Agreement to any other document for the purpose of defining words and/or phrases used in this Agreement, the applicable definition or description in such document shall be read and interpreted in terms of this Agreement as if specifically incorporated herein.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM LM
ICAS

3 PAYMENT SCHEDULES

- 3.1 In consideration for the Services, DSBD shall pay the Service Provider the Service Fee on a monthly basis, for purposes of calculating the Service Fee.
- 3.2 The Parties agree that for purposes of ensuring accurate and timeous billing by the Service Provider, DSBD will no later than the last day of each billing month, provide the Service Provider with an accurate head count of the number of Eligible Employees in its employ. The Service Provider may not be compelled to issue credit notes in the event DSBD fails to comply with this clause 3.2.
- 3.3 In the event that DSBD does not comply with clause 3.2 above, the Service Provider shall invoice on the last data received.
- 3.4 The Service Fee shall be paid by DSBD to the Service Provider in monthly instalments, in arrears within 30 days of receipt of invoice for the duration of the Term.
- 3.5 Interest calculated at 2 (two) per cent above the Prime Interest Rate per annum shall accrue on balances of all amounts due and payable but unpaid by DSBD from time to time in terms of this Agreement, provided that such interest shall be calculated from a date falling 20 (twenty) days after the due date of each such overdue amount to the date of payment thereof.
- 3.6 By entering into an Order Form for Services not listed in an Annexure to the Agreement, DSBD agrees to be bound by the terms of this Agreement, as may be supplemented or amended by the terms of the Order Form. The Order Form may specify the basis of calculating the Service Fees and frequency of payment, if payment terms differ from those set out in clauses 3.1 to 3.4.

4 APPOINTMENT

DSBD hereby appoints the Service Provider, who hereby accepts such appointment, to render Services to DSBD on the terms and conditions of this Agreement.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM LM



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

ICAS

5. DURATION

- 5.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term unless terminated by either Party by giving 3 (three) months written notice of such termination to the other Party prior to the end of such Term.
- 5.2 If this Agreement is terminated for any reason whatsoever, all payments due by DSBD to the Service Provider under this Agreement up to the date of such termination, shall immediately become due and payable upon the completion of the relevant milestone or deliverable by the Service Provider at the point of termination and to the satisfaction and approval of DSBD. DSBD shall pay the amount due to the Service Provider in terms of the completed and approved milestone and deliverable supported by the Service Provider's invoice within 30 days of receipt.
- 5.3 Any Party desiring to renew this Agreement shall submit a written notice to the other Party to that effect at least 3 (three) months before the expiry of the Term and such renewal shall lie in the sole discretion of DSBD.
- 5.4 Any renewal of this agreement shall not constitute an expectation of any further renewal in the future.

6. SERVICE PROVIDER'S OBLIGATIONS

- 6.1 In addition to any other obligation of the Service Provider elsewhere contained in this Agreement, the Service Provider shall for the duration of this Agreement –
- 6.2 render the Services as set-out in clause 1.31 and Annexure "A" of this Agreement, diligently and timeously, subject to the terms and conditions set out in this Agreement;
- 6.3 allocate such number of individuals on a part time/full time basis (as and when required during normal business hours (in the Service Provider's reasonable discretion) for the purpose of rendering the Services;
- 6.4 within 48 (forty-eight) hours acknowledge receipt and, within 7 (seven) Business Days, or such period as agreed to with DSBD, consider and respond to all communications, proposals,

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM

LM



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
LN

ICAS

requests, documents and other information relating to the Services submitted to the Service Provider by DSBD;

6.5 not do anything that may bring DSBD in disrepute or reflect adversely on the business and integrity of DSBD;

6.6 report to DSBD in respect of the Service Provider's activities pursuant to this Agreement as and when DSBD reasonably requests from time to time;

6.7 The Service Provider is obliged to provide the EWP to DSBD's Eligible Employees. In doing so, the Service Provider is obliged to render the Services as contemplated in this Agreement and is obliged to fulfil all its obligations to DSBD and DSBD's Eligible Employees in terms of the provisions of this Agreement.

6.8 The Service Provider shall furthermore ensure that its counsellors:

6.8.1 are professionally qualified for the purposes of providing the Services and other specific work expected from them;

6.8.2 are duly registered and otherwise accredited, as required by the HPCSA, SACSSP and/or otherwise in law;

6.8.3 strictly abide with any professional Codes of Ethics and Practice as set by the HPCSA, SACSSP and;

6.8.4 diligently provide the Services to DSBD with the highest professional care and skill throughout the Term and in a manner consistent with the provisions set out in the Annexures "A".

6.9 The Service Provider acknowledges that it shall be responsible and liable for all acts done by any of its counsellors pursuant to the terms of this Agreement, acting within the course and scope of their employment with the Service Provider, or as representatives of the Service Provider.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties. SM

LM



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

ICAS

7. SERVICE LEVELS

It is expressly noted that the Service Provider will be obliged to deliver the Services at the levels defined in Annexure "A". However, it is recognised by the Parties that there may be occasions when call volumes will be affected by periods of high demand or unusual circumstance. The Parties will review the performance of the Service Provider against Service levels on a quarterly basis (every three months).

8. CUSTOMER'S OBLIGATION

As consideration for the provision of the Services, DSBD shall pay to the Service Provider the Service Fee in terms of clause 3 of this Agreement and shall comply with its obligations in terms of this Agreement. The Service Provider acknowledges that payment for services due and payable are subject to completion of the relevant milestones and deliverables as per Annexure A to the satisfaction and approval of DSBD.

9. SECRECY

9.1 The Services are provided on the basis that all the Service Provider's contact with the Eligible Employees and their Immediate Families is confidential and consistent with professional codes of ethics and practice as set by the HPCSA, SACSSP and/or other related statutory and regulatory provisions. No data or information shall be provided to DSBD that may identify an individual user of the Services, unless with the written consent of such individual user of the Services or where, in the reasonable opinion of the Service Provider, there is a threat to life or a major threat to property and/or the business of DSBD. In such circumstances the details of the said individual user of the Services shall only be given on a "need to know" basis and only if the information is judged by the Service Provider to be of significance. Clear clinical procedures exist in such circumstances.

9.2 Subject to clause 12, neither Party shall at any time during or after the Term divulge or allow to be divulged to any unauthorised person, any confidential or secret information concerning the business affairs of the other (which expression shall include without limitation computer programme software processes, inventions, trade secrets, accounts, financial dealings, renewal, Customer commercial strategy and objectives or other confidential information) which either Party may receive or obtain during the Term without the other Party's written consent.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

LM

SM



9.3 Subject to clause 12, the Service Provider may use unidentifiable, quantitative and qualitative data derived from DSBD's use of the Service Provider's services for research purposes, subject to obtaining DSBD's prior written consent. Such use of data will in no way breach confidentiality in terms of clause 9.1.

9.4 If the other Party so requests, DSBD or the Service Provider, as the case may be, shall cause or procure any of its personnel, counsellors, agents, representatives or employees to enter into confidentiality undertakings directly with the other Party in a form satisfactory to the Parties.

10. RESTRAINT

10.1 The Service Provider shall not without the prior written consent of DSBD during, or for a period of 1 (one) year after the termination of this Agreement (howsoever terminated) either on their own account or for or in conjunction with any other person, firm or company, directly or indirectly, endeavour to entice away or enter into any contract of employment with, or engage under any agreement for services, any person who is, or was at any time within 1 (one) year prior to the termination of the Services, an Employee of DSBD.

10.2 The restraint set out in clause 10.1 above shall apply only to the type of services offered by the Service Provider to its Customers and shall not apply to general human resource consultancy services or to any other services.

11. INSURANCE

11.1 The Service Provider shall for the Term maintain at its own cost a comprehensive policy of insurance to cover the liability of the Service Provider, including any of its employees, agents and/or representatives, in the provision of Services under this Agreement in respect of any act or default for which the Service Provider, or any of its employees, agents and/or representatives, may become liable to DSBD under the terms of this Agreement.

12. LIMITATIONS

12.1 The Service Provider undertakes to provide the Services in good faith to ensure that both DSBD and the Eligible Employees will benefit from the Services. The Service Provider does not,

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM LM

ICAS

however, give any warranty as to the effect of the Services on staff turnover, sickness and absence, productivity, industrial relations or any other facet of organisational life.

12.2 Neither Party shall be liable to the other Party for indirect or consequential losses.

12.3 DSBD shall not be liable for any loss, damage or injury, whether direct or consequential, of whatsoever nature and howsoever arising, occasioned to the Service Provider, its shareholders, directors or employees, or to any other person or property, arising out of or in connection with the provision of the Services, save as may arise out of the gross negligence or wilful default on the part of DSBD. The liability of DSBD in terms of this Agreement shall, at all times be limited to the aggregate Service Fees payable by DSBD to the Service Provider under this Agreement and shall exclude indirect or consequential loss, howsoever arising.

12.4 The Service Provider hereby indemnifies and holds harmless DSBD, its shareholders, directors and employees, against any loss, damage or injury that may arise, howsoever and whensoever, out of any act or omission on the part of the Service Provider in the rendering of the Services.

13. CONFIDENTIALITY

13.1 The Receiving Party acknowledges the importance of the Confidential Information to the Disclosing Party and, where applicable, third party proprietors of such information, and recognises that the Disclosing Party and/or third party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

13.2 The Receiving Party agrees and undertakes:

13.2.1 Except as permitted by this Agreement, not to disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and provided that in the event of the Confidential Information being proprietary to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party;

13.2.2 Except as permitted by this Agreement, not to utilise, employ, exploit or in any other manner whatsoever use the Confidential Information for any purpose whatsoever without the prior written consent of the Disclosing Party and provided that in the event

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

SM

LM



DS
JS

DS
LN

of the Confidential Information being proprietary to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party;

13.2.3 To restrict the dissemination of the Confidential Information to only those of the staff of the Parties who are actively involved in activities for which use of Confidential Information is authorised and then only on a "need to know" basis and the Receiving Party shall initiate, maintain and monitor internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised disclosure by the staff of the Parties;

13.2.4 To take all practical steps, both before and after disclosure, to impress upon the staff of the Parties who are given access to Confidential Information the secret and confidential nature thereof.

13.3 All Confidential Information disclosed by the Disclosing Party to the Receiving Party or which otherwise comes to the knowledge of the Receiving Party, is acknowledged by the Receiving Party:

13.3.1 To be proprietary to the Disclosing Party or where applicable, the relevant third party proprietor; and

13.3.2 Not to confer any rights of whatsoever nature in such Confidential Information on the Receiving Party.

13.4 The Receiving Party shall protect the Confidential Information in the manner, and with the endeavour, of a reasonable person protecting his/her own Confidential Information. In no event shall the Receiving Party use less than reasonable efforts to protect the confidentiality of the Confidential Information.

13.5 The Disclosing Party may at any time on written request to the Receiving Party, require that the Receiving Party immediately returns to the Disclosing Party any Confidential Information and may, in addition, require that the Receiving Party furnish a written statement to the effect that upon such return, it has not retained in its possession or under its control, either directly or indirectly, any such Confidential Information or material. Alternatively, the Receiving Party shall, as and when required by the Disclosing Party on written request to the Receiving Party, destroy all such Confidential Information and material and furnish the Disclosing Party with a written statement to the effect that the same has been destroyed. The Receiving Party shall comply with any request in terms of this clause 13.5 within 7 (seven) business days of receipt of such request.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA



SM

LM



- 13.6 The Parties record that this clause 13 shall not be applicable where the Receiving Party discloses Confidential Information to attorneys or auditors, provided that such disclosure is reasonably required by the Receiving Party for the purposes of conducting its business activities.
- 13.7 Nothing contained in the Agreement will restrict either Party from the use of any generic ideas, concepts, know-how, or techniques developed or learned by such Party in the course of performing any Services under the Agreement, provided that in doing so such Party does not disclose the Disclosing Party's Confidential Information to third parties or infringe the Intellectual Property rights of the other Party or third parties who have licensed or provided materials to the other Party.
- 13.8 This clause 13 shall survive the termination or expiration of this Agreement.
- 13.9 This agreement shall be regulated by the Laws of South Africa and specifically in terms of the Promotion of Access to Information Act, 2000 (Act 2 of 2000) (PAIA) and the Protection of Personal Information Act, 2013 (Act 4 of 2013) (POPIA)
- 13.10 Should any dispute arise between the Parties regarding the interpretation of this Agreement, the provisions of PAIA and POPIA shall prevail in such interpretation and supersede any and all other regulatory interpretations

14. INTELLECTUAL PROPERTY

14.1 DSBD:

- 14.1.1 acknowledges that the Intellectual Property of the Service Provider, whether registered or unregistered, relating to the design and preparation of any materials whatsoever used in connection with the provision of the Services hereunder shall remain the possession of the Service Provider;
- 14.1.2 acknowledges that the Service Provider's Intellectual Property is owned by the Service Provider;
- 14.1.3 acknowledges, and will not contest, the rights of the Service Provider in and to the Service Provider's Intellectual Property;

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM LM

ICAS

14.1.4 not use any intellectual property which is the same as or confusingly similar to the Service Provider's Intellectual Property or which is likely to be associated with such Intellectual Property or where such use would take unfair advantage of or be detrimental to the distinctive character or the repute of the Service Provider's said Intellectual Property;

14.1.5 agrees to provide such co-operation as the Service Provider may request in the institution and prosecution of any legal action, including without limitation, its co-operation in compiling and presenting evidence and being named as a party to any legal proceedings in this regard. The Service Provider shall exercise control over the conduct of any action and shall pay all legal expenses and costs which may arise from the joining of DSBD as a party, save such legal expenses and costs which DSBD may incur by taking separate legal action;

14.1.6 will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of the exclusive right, title or interest of the Service Provider in and to the Service Provider's Intellectual Property and will not in any way represent that it has any rights of any nature in respect of such Intellectual Property or in any registrations thereof other than as provided for in this Agreement and all use of the Service Provider's Intellectual Property will ensue to the benefit of the Service Provider;

14.1.7 shall not register any of the trademarks comprising the Intellectual Property, or any part of them, or any trademark which is deceptively or confusingly similar to the trademarks comprising the Intellectual Property as part of its company name or the name of any subsidiary company or corporation with which it is associated directly or indirectly and if it does so, shall procure that such company or corporation name is changed upon demand by the Service Provider.

14.2 The Service Provider:

14.2.1 acknowledges, if applicable, that any Intellectual Property of DSBD, whether registered or unregistered, relating to the design and preparation of any materials whatsoever used in connection with the provision of the Services hereunder shall remain the possession of DSBD;

14.2.2 acknowledges that DSBD's Intellectual Property is owned by DSBD;

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
LN

SM LM
ICAS

14.2.3 acknowledges, and will not contest, the rights of DSBD in and to DSBD's Intellectual Property;

14.2.4 not use any intellectual property which is the same as or confusingly similar to DSBD's Intellectual Property or which is likely to be associated with such Intellectual Property or where such use would take unfair advantage of or be detrimental to the distinctive character or the repute of DSBD's said Intellectual Property;

14.2.5 agrees to provide such co-operation as DSBD may request in the institution and prosecution of any legal action, including without limitation, its co-operation in compiling and presenting evidence and being named as a party to any legal proceedings in this regard. DSBD shall exercise control over the conduct of any action and shall pay all legal expenses and costs which may arise from the joining of the Service Provider as a party, save such legal expenses and costs which the Service Provider may incur by taking separate legal action;

14.2.6 will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of the exclusive right, title or interest of DSBD in and to DSBD's Intellectual Property and will not in any way represent that it has any rights of any nature in respect of such Intellectual Property or in any registrations thereof other than as provided for in this Agreement and all use of the Service Customer's Intellectual Property will ensue to the benefit of DSBD;

14.2.7 shall not register any of the trademarks comprising the Intellectual Property, or any part of them, or any trademark which is deceptively or confusingly similar to the trademarks comprising the Intellectual Property as part of its company name or the name of any subsidiary company or corporation with which it is associated directly or indirectly and if it does so, shall procure that such company or corporation name is changed upon demand by DSBD.

14.3 No warranty, expressed or implied, is given by the Parties with respect to the validity or incontestability of any of the Parties' Intellectual Property.

14.4 All Intellectual Property belonging to either Party prior to the execution of this Agreement shall remain vested in that Party. None of the Intellectual Property Rights in the Parties' respective trademarks and brands shall be used by either Party without the other Party's prior written

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

SM LM



DS
JS

DS
LN

consent. Where there are modifications to pre-existing material which are inseparable from the pre-existing material, then the Party which owns the pre-existing material will own the modifications.

14.5 The provisions of this clause 14 shall survive the termination of this Agreement.

15. FORCE MAJEURE

15.1 Neither Party shall be liable to the other Party for any breach of this Agreement where the breach is caused by a Force Majeure Event.

15.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then:

15.2.1 that Party's obligations under this Agreement shall be suspended for as long as the Force Majeure Event continues and to the extent that such Party is so prevented, hindered or delayed;

15.2.2 as soon as reasonably possible after commencement of the Force Majeure Event that Party shall notify the other Party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

15.2.3 that Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement;

15.2.4 as soon as reasonably possible after the cessation of the Force Majeure Event, that Party shall notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligation under this Agreement and the steps taken to overcome or mitigate such effects;

15.2.5 if the contract Force Majeure Event continues for a period of more than 30 (thirty) days, either Party may terminate the contract, subject to providing 14 (fourteen) days written notice to the other Party.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM LM



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

ICAS

15.3 It is agreed that the Services rendered under this Agreement will continue, despite Covid-19 and that no party shall be entitled to rely on the pandemic as a Force Majeure Event

16. BREACH

16.1 Should any Party ("**the Defaulting Party**") commit a breach of any of the provisions of this Agreement, then any one of the other Parties ("**the Aggrieved Party**") shall, if it wishes to enforce its rights in terms of this Agreement, be obliged to give the Defaulting Party 10 (ten) business days written notice to remedy such breach.

16.2 If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled to cancel this Agreement forthwith or to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, but without excluding the Aggrieved Party's rights to claim damages.

16.3 Any action taken in terms of clause 16.1 and 16.2 shall be without prejudice to such other rights as the Aggrieved Party may have at law, provided always that, notwithstanding anything to the contrary contained in this Agreement, the Aggrieved Party shall not be entitled to cancel this Agreement, for any breach by the Defaulting Party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by a payment in money, or if it is capable of being remedied by a payment in money, the Defaulting Party fails to pay the amount concerned within 10 (ten) business days after such amount has been determined.

17. EVENTS OF DEFAULT

17.1 An Event of Default shall occur if:

16.1.1 either Party fails to pay any sum due by it to the other Party in terms of this Agreement on due date for payment thereof and either Party continues such failure for more than 5 (five) business days; or

16.1.2 either Party commits an act of insolvency as defined in the Insolvency Act, 1936 (as amended) or an act defined in terms of the Companies Act, 2008 (as amended); or

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM LM



small business
development
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

ICAS

16.1.3 either Party is unable or ceases for any reason whatsoever to conduct its normal line of business in the ordinary and regular manner; or compromises with its creditors in a manner that is likely to result in a material adverse change. A material adverse change is regarded as a significant event that may negatively affect a Party's operations over time. The significance of such event will be determined objectively;

16.1.4 either Party compromises or attempts to compromise generally with its creditors; or

16.1.5 any assets of either Party are attached under writ of execution and either Party fails within 14 (fourteen) days of such attachment to take the necessary steps to have such attachment set aside and thereafter pursue such steps with due diligence; or

16.1.6 either Party sells, transfers or otherwise disposes of, in any one transaction or a series of related transactions, a material portion of its undertaking or changes its asset structure, except in the normal course of business and as a result of the disposal either Party would in the reasonable opinion of the other Party be unable to perform or observe its obligations in terms of this Agreement; or

16.1.7 any order of court (whether provisional or final), unless pursuant to a reorganisation, reconstruction or amalgamation consented to by either Party is granted for the winding up of either Party; or

16.1.8 the members of either Party effectively resolve, otherwise than pursuant to a reorganisation, reconstruction or amalgamation consented to by the other Party, to voluntarily wind up either Party; or

16.1.9 a judicial manager, receiver or similar officer is appointed in respect of either Party or in respect of all or any material part of its assets; or

16.1.10 any representation, covenant, warranty or statement made by either Party in connection with this Agreement is breached or is untrue or incorrect in any material respect or if either Party has failed to disclose any fact or defect which, in the opinion of the other Party, is material to this Agreement.

16.2 Subject to clause 15, either Party may, upon or at any time after the occurrence of an Event of Default, by written notice to the other Party, cancel this Agreement without prejudice to such other rights as such Party may have at law.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM LM



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
LN

ICAS

16.3 Following termination of this Agreement for any other reason other than those mentioned in this clause 16, the Service Provider may, at the instance of DSBD, complete any course of counselling with an individual Employee which commenced prior to the date of termination of this Agreement, subject to the Service Provider charging the normal face-to-face tariff as prescribed by the HPCSA and SACSSP for such Services.

16.4 If DSBD terminates this Agreement, the Service Provider shall be entitled to be paid all amounts due to the Service Provider at the date of termination.

17 RELATIONSHIP OF THE PARTIES

The Service Provider shall serve as an independent contractor, and under no circumstances shall it be, or be deemed to be, a partner, agent, joint venture or employee of DSBD in the performance of its duties and responsibilities pursuant to the Agreement. All employees used by the Service Provider shall be the Service Provider's employees, servants, or agents, and the entire management, direction, and control of all such employees, servants, or agents shall be exclusively vested with the Service Provider.

18 COSTS

In the event of any legal action being taken on this Agreement, the successful Party shall be entitled to costs on the attorney and client scale.

19 DISPUTE RESOLUTION

19.1 If a dispute between the Parties arises out of or is related to this Agreement, including any matter relating to the breach of any of the provisions of this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the dispute is not resolved within 30 (thirty) days from the date upon which the dispute was declared by a Party in terms of a written notice to the other Party, the subject matter of such dispute shall be determined in accordance with the following provisions of this clause 19.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
LN

SM LM

ICAS

19.2 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this Agreement will be finally resolved by arbitration as follows:

19.2.1 the arbitrator shall be a practising attorney or practising advocate of not less than 15 (fifteen) years standing. The Party calling the dispute ("**the referring Party**") shall nominate in writing, 3 (three) arbitrators of its choice to determine the dispute and shall furnish such nomination to the other Party. The other Party shall, within 14 (fourteen) days after receipt of the nomination, nominate 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated in this clause¹⁹. In the event that the other Party fails to nominate or fail to agree on the arbitrator to be appointed as contemplated herein, the referring Party shall, in its sole discretion, be entitled to request the then President of the Arbitration Foundation of South Africa ("**AFSA**") to appoint 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated herein;

19.2.2 the arbitration shall be held at the place being agreed between parties.

19.2.3 the arbitration shall otherwise be held in accordance with the rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator agreed to by the Parties, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and the provisions of the Arbitration Act, 1965;

19.2.3.1 investigate or cause to be investigated any matter, fact or thing which he/she considers necessary or desirable in connection with any matter referred to him/her for decision;

19.2.3.2 ~~make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he/she in his/her discretion may deem fit and appropriate; and~~

19.3 the arbitration shall be held as quickly as possible after it is demanded, with a view to it potentially being completed within 30 (thirty) days after it has been so demanded.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



small business
development

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM LM ICAS

19.4 This clause 19 will be severable from the rest of this Agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry, or accepted repudiation, of this Agreement.

19.5 Neither Party shall be entitled to withhold performance of any of their obligations in terms of this Agreement pending the settlement of, or pending a decision in any dispute arising between the Parties and each Party shall in such circumstances continue to comply with their respective obligations in terms of this Agreement.

20 DOMICILIA AND NOTICES

20.1 The Parties choose as their *domicilia citandi et executandi* the address mentioned in Section 1 of this Agreement.

20.2 Either Party may change its domicilium address by providing 7 (seven) days written notice to the other Party of such change.

20.3 Any notice given in terms of this Agreement shall be in writing and shall:

20.3.1 If delivered by hand, be deemed to have been duly received by the addressee on the date of delivery

20.3.2 If posted by prepaid registered post, be deemed to have been received by the addressee on the 8th (eight) Business Day following the date of such posting;

20.3.3 If transmitted by facsimile, be deemed to have been received by the addressee 1 (one) Business Day after dispatch; and

20.3.4 If sent electronically, shall be deemed to have been received on the first Business Day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven). It is recorded for the avoidance of doubt that a legal notice sent by either party shall not be regarded as a valid notice, if sent electronically in terms of this clause 20.3.4.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM

LM

ICAS

21 SUPERSEDES PRIOR AGREEMENTS

This Agreement supersedes any prior agreement between the Parties relating to the subject matter of this Agreement, whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the Parties to such prior agreements.

22 HEADINGS

Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

23 SURVIVAL OF TERMS

The expiry or termination of this Agreement, howsoever occurring, shall not affect such provisions of this Agreement that expressly provide that they will continue to operate after the termination of this Agreement or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

24 ASSIGNMENT

This Agreement, or the rights and obligations of the Service Provider under in this Agreement, may not be assigned by the Service Provider but it is expressly declared, for the avoidance of doubt, that the Service Provider shall be entitled to sub-contract the performance of specific services to such independent contractors as far the Service Provider deems it fit. In such instance, the level of experience of such independent contractors and compliance with confidentiality in terms of this Agreement shall be taken into cognisance. No contract with any independent contractors will detract from the Service Provider's obligations herein and such obligations will still be regarded as binding on the Service Provider.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM LM

ICAS

25 VALUE ADDED TAX

All sums payable under this Contract unless otherwise stated are inclusive of VAT.

26 GOVERNING LAW AND JURISDICTION

The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg in regard to all matters arising from this Agreement.

27 GENERAL

27.1 This document contains the entire agreement between the Parties in regard to the subject matter hereof.

27.2 No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.

27.3 No variation, amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

27.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

SM LM

ICAS

terms of this Agreement, shall operate as an estoppel against a Party in respect of its rights under this Agreement.

27.5 It is agreed between the Parties, that notwithstanding the provisions of Section 12 of the Electronic Communications and Transactions Act, 2002, any amendment to this Agreement shall only be effective if it is reduced to writing on paper and signed by all the Parties.

27.6 No failure by any Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

27.7 If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.

27.8 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

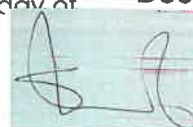
EXECUTION

This Agreement is executed for and on behalf of **Department of Small Business Development**
Lindokuhle Mkhumane **Director General**
 by..... in his/her capacity as of DSBD, duly authorised thereto;

Signed at **Pretoria** on this **07** day of **December** 2021



Signature



Witness

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**
 Department:
 Small Business Development
 REPUBLIC OF SOUTH AFRICA

DS
JS

DS
LN

ICAS

This Agreement is executed for and on behalf of **ICAS Employee and Organisation Enhancement Services Southern Africa (Pty) Ltd** and duly authorised thereto:

Signed at.....Morningside..... on this day of10-Dec-2021.....2021

DocuSigned by:
Juanita Simpson
ECE7850185ED43C...
Name: Juanita Simpson
Designation: Director

DocuSigned by:
Kribashnee Naidoo
70E232A8D27B4F5...
Name: Kribashnee Naidoo
Designation: Director

SM LM

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.



**small business
development**
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

DS
JS

DS
KN

ICAS

ANNEXURE "A"

SCHEDULE OF SERVICES AND SERVICE LEVELS

Introduction

Unsatisfactory job performance, absenteeism, tardiness, accidents are often early warning signs of deeper personal, professional and environmental problems. DSBD recognises that early detection and appropriate interventions to address personal, professional and environmental stressors can prevent or alleviate poor performance, accidents and absenteeism. To this end, it has put in place an Employee Wellness Programme (EWP) which seeks to empower employees with life skills in order to cope with difficult life and work related issues so that work performance is not affected.

Confidentiality

The Services are provided on the understanding that all ICAS contact with the Eligible Employees and their Immediate Families is confidential and consistent with professional codes of ethics and practice as set by the Health Professions Council of South Africa and/or other related statutory and regulatory provisions. Details shall not be fed back to DSBD that identify an individual user of the Services, unless with his or her written consent, or where, in the reasonable opinion of ICAS, there is a threat to life or a major threat to property and/or the business of DSBD. In such circumstances, the details shall only be given on a "need to know" basis and at all times, in compliance with any applicable legislation and only if the information is judged by ICAS to be of significance. Clear clinical procedures exist in such circumstances and shall be communicated to the Eligible Employee of DSBD at the outset.

Aims

The purpose of the Employee Wellness Programme is to support and improve the performance of DSBD by helping its employees to deal with their personal and work-related problems and challenges earlier and more effectively. It also provides consultancy support and guidance for managers and supervisors to assist them with monitoring their employee's job performance, intervening early, and where necessary, to take appropriate action to correct the situation.

By extending the service to Immediate Family members, the program provides extra support for employees in managing the circumstances of domestic life before these begin to impact on work.

Employee Wellness Programme (EWP):		
SERVICE 2.1: Counselling Services	Reference of Service Components	DSBD Responsibilities
SERVICE 2.2: Life Management Services		
SERVICE 2.3: Awareness Interventions		
SERVICE 2.4: Marketing and Communication		
SERVICE 2.5: Programme Management		
SERVICE 2.6: General Provisions		
Service Description and ICAS Responsibilities		
SERVICES 2.1: COUNSELLING SERVICE		
Toll free telephonic supportive counselling (24/7/365) for employees and families. The Service shall be available in 11 official languages, with the national network matching DSBD's geographic map.	Professional Support Line Service via a 24/7/365 Call Centre - A 24-hour multilingual, psychological counselling service will be available to all eligible employees and immediate family members in a range of language options. This service will be customized, confidential and provided by registered professionals (i.e. Clinical Psychologists and Registered Counsellors) at all times. Counselling will be, unlimited and will cover information, therapeutic assistance and support on an extensive range of psychological, social and wellbeing related issues. It will focus on providing eligible employees with relevant therapeutic assistance to resolve psychosocial issues, understand their health status, evaluate their health risks and make positive and informed lifestyle choices. Appropriate operational procedures and	- DSBD facilitates employee access to technology, within the current DSBD IT architecture that enables staff to use the ICAS's service. - DSBD will ensure that employees are able to access the listed services from the workplace, within the framework of current DSBD IT architecture, and will test the service on a bi-monthly basis. DSBD will establish an internal procedure whereby EWP service access failures are reported to the EWP custodians as and when they arise.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

	clinical protocols will be followed. • ICAS will provide these telephonic services at no cost to the eligible individual (this includes calling from a Telkom telephone line or any mobile telephone network) or at minimal cost when such costs are unavoidable to the individual (for example, if the employee makes use of a network that is not supportive of the current network (Telkom) infrastructure or Current Mobile Telephone network providers. ICAS will endeavour to communicate all such issues to employees at all interactions e.g. induction sessions, telephonic interactions, e-care products, etc. • ICAS will provide DSBd's employees and their dependents with an EWP service that can be accessed via: ▪ Dedicated toll-free telephone line ▪ ICAS On-the-Go mobile app ▪ ICAS Website ▪ USSD ▪ Live Chat • ICAS will provide a toll-free number and/or landline numbers as well as USSD, where a toll-free number is not available at the commencement of this agreement, such number will be added to the service as and when they become available. ICAS will ensure that these points of service access are available 99% of the time. ICAS will check the accessibility of all services, bi-	• DSBd will report any failure to access the service to ICAS within 4 hours of being identified.
--	---	--

DS
JS

DS
KN

	monthly. ICAS will report any failure of access to DSBd within two hours of detection. • ICAS will adhere to the following call-centre service delivery metrics: • 92% of calls will be answered within 45 seconds. • Any calls unanswered within 45 seconds will be returned within 60 minutes (where a voicemail has been left by the user. All USSD, ICAS on the Go App and Website contacts will be returned within 24 hours	
• Personal Face to Face Counselling	• Outcomes based, solution focused face-to-face or virtual counselling close to his or her residence or place of work, for each person entitled to use the service. Face-to-face counselling is provided for those who request this mode of counselling and/or for those where the ICAS professional recommends as appropriate. All face-to-face counselling referrals are done after a brief assessment is completed (usually telephonically) to determine the impact of the presenting issue on the person. A treatment plan is put together with the person to meet identified therapeutic goals within a short term framework to reduce the impact of the presenting issues on the person. A pre and post measure is completed to ensure the efficacy of the clinical intervention and that a positive outcome has been achieved. In this regard, and as all referrals are to achieve EWP related outcomes (overall improvement in productivity), ICAS does not make use of a session model and the number of face-to-face sessions is not	• DSBd will, via internal policies and procedures, facilitate employees' access to face to face counselling during working hours when indicated. • DSBd understands that ICAS will not provide the names and contact details of its affiliate network.

	limited to the person per problem per year. The objective is to achieve appropriate and positive clinical outcomes despite the number of sessions utilized. It should be noted that the objective of EWP counselling is not to solve all counselling needs and challenges that require long-term therapeutic modalities. • Each session will last approximately one hour. All counselling is provided by employee wellness practitioners. Employees will be provided with a letter of confirmation of attendance to give to their managers when required. • Face to face referrals will be made to an EAP clinician that is contracted to the Service Provider to carry out individual, couple or family interventions. The Service Provider has affiliated EAP clinicians throughout South Africa in the major centres. Should the employees request to be seen outside of a major centre, every effort will be made to accommodate them. However, the employee will be referred to a clinician that is as close to the employee as possible. • All those requiring face-to-face counselling will be contacted by the Service Provider employee wellness practitioner within 24 hours of referral and the first consultation will take place within one week of referral or as agreed with the person referred. • Where short-term counselling is contra-indicated, e.g.
--	--

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

	for personality disorders, eating disorders or psychotic disorders, the Service Provider will refer individuals to appropriate resources for long-term intervention. The cost of such intervention will fall outside the scope of the EWP and will be carried by the individual. • Comprehensive case management of all counselled employees by an internal the Service Provider Case Manager under the supervision of the Clinical Operations Director (which shall mean the director charged with management of the national operations centre). This is an important part of the Service Provider's quality control procedures. • Considering the COVID-19 pandemic, with most employees working mainly from home, counselling services will be limited to virtual interactions, this is to curb unnecessary exposure to risk of virus infection.	
• Critical Incident Services (Trauma Intervention) Limited to 6 Group sessions per Contract Year with a maximum of 2 hours per session	• A Critical Incident service offering prompt and professional trauma intervention services to employees exposed to incidents of trauma. Depending on various factors, either a containment session or a full group trauma intervention can be provided. A containment session may be held 3-12 hours after the traumatic incident should it be in an urban area. A full group trauma intervention session should be held once 12 - 24 hours have elapsed after the incident. In a remote area it can take up to 72 hours for a group trauma intervention	• DSBD will, via line manager training, internal policies and procedures report all incidents of trauma to ICAS timeously to: the call centre; client services team or the manager of clinical operations.

	session to be arranged. This service will be provided for groups of 3 or more employees. Individual sessions will only take place in special circumstances and by pre-arrangement. • A critical incident refers to a traumatic incident that occurs in and outside the workplace. This incident is outside of the normal work experience and involves a sudden, unexpected and unprepared for event that is outside the range of normal human experience; involves actual or threatened death, serious injury or a threat to the physical integrity of self or others. Examples of such incidents would include: • Natural disasters and disasters of a man-made kind, such as an explosion • Motor vehicle accidents • Hijacking • Shootings • Armed robbery • Assault • Violent deaths such as murder • Loss of a colleague in an unexpected or violent manner • Attempted suicide / successful suicide • Physical assault such as a mugging • Verbal assault such as direct threats of harm • Injury at work Examples of such incidents would not include the following stressful occasions, and these incidents will be dealt with by Performance Learning: • Organisational change (process and • Restructuring and significant team changes • Retrenchment • Disciplinary processes affecting a team
--	---

Electronic on-line advisory services (on-line health and well-being)	- Fraud affecting a team - Discord, disruption and conflict affecting a team - Access to a comprehensive on-line health and well-being platform. The programme includes an integrated suite of email and web-based health management applications including interactive disease management tools; a selection of health and wellness information; a medical encyclopaedia; quizzes, and calculators; as well as personalised information on a range of employee wellbeing related topics such as stress management, substance abuse, and trauma management. ICAS will provide a platform for the delivery of an online health and well-being platform to DSB's users with access to email. The service incorporates: - Online professional advisory services - Personalised emails - Individual wellbeing assessments - A comprehensive work-life wellbeing portal - Online trackers and calculators - Interactive tools - Printable resources - Profiling and risk customization - ICAS's online health and wellbeing platform is reviewed and updated weekly by qualified practitioners to ensure the highest quality content. - ICAS will produce quarterly health and wellness content in a printable format - ICAS will deliver targeted campaigns to specific customer divisions or designated groups via online health and wellbeing in response to identified needs, risks or emerging themes. The program shall drive annual	- DSBD facilitates employee access to technology, within the current DSB's IT architecture that enables staff to use the ICAS's service. - DSBD will facilitate the delivery of the online health and wellbeing platform by providing stratified distribution lists detailing targeted communication groups and reporting structures (including name, surname and email address or cell phone number where applicable).
--	--	---

• ICAS -on the on-App	company defined wellness initiatives at DSBd's premises in line with DSBd's health policies. The ICAS-on-the-Go app provides easily accessible EWP information and resources to DSBd's employees and their immediate family members. Users have access to a media centre which contains support articles, exercises, videos and podcasts that focus on topics such as HIV/AIDS, work-life balance, stress, management and family health. Points of EWP contact are available via the app, including online chats, call back requests and direct calling. Employees can utilise the app when unsure of their EWP services, when in need of resources, and when they desire EWP contact as one of multiple access points.	
• Managerial consultancy and referral	• ICAS will provide a managerial consultancy and referral service to DSBd managers in support of their people management responsibilities. This service will focus on assisting DSBd managers in addressing problems that adversely affect an identified employee's functioning and performance in the workplace. This service also focuses on assisting the manager deal with manager related issues such as how to handle difficult workplace situations.	DSBD's HR policies should support and encourage the use of managerial consultancy and managerial referral services, Managers should be made available to attend ICAS training

SM LM

- ICAS will provide standard education and training material to DSBD on the managerial consultancy service and associated protocols and procedures
- The managerial consultancy service will be delivered via telephone consultation and will provide education, personal interventions and support focused on helping a manager to deal with manager related issues and to identify and effectively manage troubled employees.
- The managerial referral service will be delivered via telephone and will provide DSBD managers with relevant processes through which to refer employees whose performance is impaired by personal or work related problems to the EWP (formal referral or assisted referral).
- Managerial consultations may result in Managerial referrals to ICAS. These referrals will follow the established managerial referral process (formal referral or assisted referral when an employee has been identified to benefit from counselling assistance where occupational performance has or has not yet been adversely affected by personal or work-related problems. The referring manager will receive relevant referral forms to complete from ICAS the same day of referral. Following verbal feedback to DSBD's manager on the progress of the referral, the ICAS case manager will provide a written report to the referring manager on completion of the case.

DS
JS

DS
KN

DS
JS

DS
KN

	including attorneys and paralegals. Assistance on labour law matters is excluded from the service. The Supplier will refer employees who contact the service for assistance with labour law matters will be referred to DSBD's HR and ER departments. • Financial wellbeing: This component of the ICAS's service will assist employees who have queries relating to finances and debt. The core focus of the ICAS's financial wellbeing services is to instil solid financial growth skills in individuals who are troubled by debt or mental, psycho-social and other opportunistic problems that conflict with a culture of saving that may hinder their socio-economic growth. Financial mentors can be accessed via the multi lingual financial telecare centre accessible between 8am and 5pm during week days. Such solutions accessed will include: • Credit report improvement coaching • Receive spending plans • Financial Protection • Monthly cash flow analysis using bank statements and creditor statements • Financial Planning • Implementing debt relief solutions A debt mediation process will be available to all employees who present with a negative cash flow situation in those geographies where such mediation is legislatively available. Depending on the degree of over indebtedness, this debt relief process will last approximately 3 – 9 months and includes: budget analyses; credit provider negotiations; debt mediation;	
--	---	--

DS

JS

DS

KN

	and debt counselling where indicated. There is a cost applicable to the employee in the event that he chooses to enter in to this process. Family care support: This service will be provided by a multidisciplinary team of professionals including social workers, psychologists, and medical practitioners with expertise and experience in childcare, eldercare, education and social benefits. It will focus on the provision of information and guidance on a broad range of family related issues such as: parental guidance, disability benefits, educational and community resources, special needs placement, dependent care, child support, immigration, expatriate adjustment, alternative work arrangements, residential facilities, vocational guidance, community resources, preschool programmes and care giving guidance.	
Reference of Service Components	Service Description and ICAS Responsibilities	
SERVICE 2.3 SERVICE AWARENESS INTERVENTIONS		
Awareness Drives: • EWP employee/managerial awareness sessions. • Wellness Events e.g. Wellness Day Attendance/Information Desks / Walkabouts • Electronic/other media awareness campaigns	• In driving awareness and communication about the Wellness Services, ICAS will use innovative approaches, that include a variety of electronic marketing campaigns and formats, or face to face presentations and forums where appropriate, to reach out to all the employees on a continuous basis. • Electronic communications will include electronic desk drop campaigns, content development for company	• DSBSD representative at local site shall make necessary logistical arrangements for the sessions/events. • Sessions/events shall be confirmed by DSBSD two weeks before taking place. • DSBSD shall aim to notify ICAS a week prior to the date of the session/event of any changes in time or of cancellation.

	Intranet, use of the ICAS App, ICAS awareness videos for inductions, text message campaigns, ICAS shorts (wellness bytes for email or LCD screens) etc. - Where appropriate, ICAS will attend awareness presentations / events for eligible employees, managers, supervisors and others who may need to be involved such as HR and Occupational Health personnel and staff committees, appropriate to the size of DSBD (headcount). - Awareness presentation sessions are 45-60 minutes in duration, the number of briefing sessions shall be agreed with ICAS beforehand. If there is a need for skills transfer to take place, this will require a minimum of a 60 minute intervention session and will be regarded as training and will be charged at training rates or deducted from in-contract training hours where applicable. - The ICAS Client Relationship Manager and/or team of ICAS Client Services representatives will endeavour to maximize use of the in-contract face-time to drive effective programme management, communications and awareness to staff. (See table of services at end of SLA for face-time stipulation) - A session or event shall comprise a minimum attendance of 20 employees. DSBD shall endeavour to achieve the minimum required numbers of participants per event or session. If minimum attendance is not reached ICAS will bill DSBD R1500 (Excl. VAT) a session/event.	Any session/event cancelled in less than 24 hours will be charged for at a rate equal to R1500 (Excl. VAT) per session. (Only under exceptional unforeseen circumstances can a session be cancelled in less than 24 hours without charge).
--	--	--

DS
JS

DS
KN

Travel

- DSBd acknowledges and agrees that any travelling, by ICAS and or its affiliate for the purposes of awareness drives, outside the radius of 50 kilometres or above 1 hour will be at the expense of DSBd. Alternatively ICAS will arrange for the use of electronic and/or teleconference facilitation of an awareness even.
- Awareness drives can only be presented between 7am and 6pm, Monday to Friday, and that any events that the client requests for outside of these hours will incur the standard event fee of R1500 per session, alternatively ICAS will arrange for the use of electronic and/or teleconference facilitation of an awareness event.
- Should DSBd requests awareness work outside of these hours or radius stated above, and if such requests necessitate accommodation for ICAS or its affiliate, this will be at the expense of DSBd.
- All awareness sessions require 2 weeks' notice prior to the session taking place. (Under exceptional circumstances ICAS will attempt to assist with awareness sessions requested at shorter notice, but cannot guarantee availability of representatives).
- On occasion, an awareness talk may be strategically used to focus on a particular Wellness topic in the hopes that it will peak employee interest and encourage them to use the Wellness Programme to get further information and support. These awareness talks are not for the purpose of training or up-skilling employees; as such events would constitute training and be billed for

	separately. The topics covered in these sessions are based on common issues affecting employee populations: - o Stress - o Relationships - o Work/life balance - o Substance abuse - o Finances - o COVID-19 awareness - o Emotional Intelligence - o Understanding Trauma	
Performance Learning: Training, Education and Targeted Interventions	Performance Learning Training, Education and Targeted Interventions may span anything from 1 hour up to 8 hours per day; and the purpose is greatly varied depending on the specific need, but the broad categories are as follows: • to impart a degree of Knowledge, Education or Psychoeducation about a psycho-social or people-related topic so that attendees come away more informed and hopefully able to make better decisions in relation to that topic going forwards (1 hour or 2 hours). • to impart a degree of Skills Transfer so that people learn a new or improved way to engage/behave/respond to certain challenges and relationships, the hope is that greater time affords ICAS greater opportunity to put knowledge into practice through quasi-experiential learning in the training environment (discussions, role plays,	Booking forms must be completed in full by the client, and request for booking constitutes commitment to payment for services. The Company will provide a suitable venue and facilities for the sessions which can accommodate the employees. Please be advised that we require a two week lead time when making a booking with our booking forms. This booking form needs to be sent to centraloperations@icas.co.za and the PL consultant that you have dealt with. PO's or cost centre numbers must be on the booking forms for payment purposes where applicable.

DS

JS

DS

KN

	illustrative exercises, technique practice etc.) (3 – 8 hours). - to provide a combination of psychoeducation, containment and group-process facilitation to groups going through specific workplace or team challenges, where skilled psychosocial facilitation is required to move the group forwards. Where greater time is provided, these processes may also include a degree of skills transfer. These processes are typically used when conducting Group Emotional Impact Sessions and Team Alignment/realignment/mediation sessions (Anything from 1 – 8 hours) - ICAS does recognise that sometimes specific organisational issues and workplace incidents/changes/team challenges/restructures/etc. require targeted onsite one-on-one supportive containment and guidance to address the specific need of the area. Where these Ad Hoc requests arise, ICAS will provide this targeted support intervention under the Training and Education banner. (Anything from 1 – 8 hours per resource per day) - ICAS does recognise that sometimes specific organisational issues and workplace incidents/changes/team challenges/restructures/etc. require skilled practitioners to conduct interviews for team audit	Events cancelled less than 24 hours before they are due to commence will be charge in full.
--	--	---

DS

JS

DS

KN

purposes, to understand the specific issues, role players and stressors affecting the area, and to understand how to best address these issues. Where these Ad Hoc requests arise, ICAS can still provide these **targeted information-gathering and reporting services** under the Training and Education banner. (Anything from 1 – 8 hours per resource per day, depending on the number of people to be interviewed). Sometimes a group interview-discussion is also conducted to include feedback on apparent team dynamics within the audit.

- The Performance Learning Consultant will advise of best practice interventions, suitability and costing where required, and the Performance Learning Operations team will arrange the trainer for the session and inform the Company by email about the arrangements.
- Where the Company would like to meet/interview/brief ICAS Performance Learning affiliates face to face prior to an event, a meeting fee will be charged. Where the Company would like to meet to receive and discuss report feedback and recommendations with the ICAS Performance Learning affiliates face to face post and event, a meeting fee will be charged. If the Company would like to have a telephonic brief or feedback discussion with the affiliate pre- or post-event (expected time must be less than half an hour

	discussion), no additional fee will be incurred for this time. • Training events can only be presented between 7am and 6pm, Monday to Friday, and any events that the client requests for outside of these hours will incur double the fee. • No reports will be done for a 1 or 2 hour session unless it is a roll out to multiple groups (more than 5) where a summary report is indicated, or for a Group facilitation session, where feedback is required to guide future interventions. • Reports are provided for half day or full day training and group sessions. • The client will be billed on a monthly basis for services rendered, and associated travel, in the preceding month • The rates stipulated in this contract apply to Performance Learning Interventions that are developed by and presented by ICAS representatives on behalf of ICAS SA. If the Company wishes to make use of highly specialised trainers or presenters outside of ICAS (e.g. industry leader experts on a very niche topic, speakers with personal brand recognition, or motivational speakers etc.), ICAS would be willing to accommodate support in terms of arranging these sessions, and will charge according to the third
--	--

DS
JS

DS
KN

party provider rate with a mark-up for administrative and procedural support. - Where a fixed number of in-contract training hours are included in the contract, third party suppliers may not be utilised from in-contract training hours, unless the client has purchased a minimum of 20 hours per annum, wherein a max of 15% of the value of the hours may be used for third party supplier training, and the above mark-up will still apply. - Where a client has a prescribed set of Learning topics for the contract, at prescribed rates per topic, ICAS will remain the direct supplier of these services, and any variations will need to be negotiated and pre-approved by ICAS and the client in-writing before booking commences.	
Reference of Service Components	Service Description and ICAS Responsibilities
DSBD Responsibilities	
SERVICE 2.4 MARKETING AND COMMUNICATION	
Marketing and Communication	
Custom-designed and continuing communication programmes to correctly position the EWP, ensure understanding and encourage all employees to use the service. This will include: Consultancy to design appropriate communication materials to raise awareness amongst employees Managerial/supervisor, HR User guides (electronic toolkit and handouts) Please provide corporate identity reference material to ensure a tight brief to reduce unnecessary reverts and delays in final product production.	

- Organizational consultancy to ensure the effective implementation of the EWP. (Account consultancy is available, with onsite visits as agreed.) Visits of key company personnel to ICAS headquarters are encouraged.
- Promotion of the programme at larger and mutually agreed upon sites and locations supplemented with both existing media platforms at the site and with other communications to encourage use and provide information.
- All marketing and communications material and content designed by ICAS must meet with the client approval before production and distribution (by means of written sign-off by client).
- Design time 5 – 10 working days from submission of brief for standard material. Bespoke requests might incur additional design time dependant on the requirements. Deadlines will be indicated at the time of project request. Also note that all relevant elements are required at the time of briefing (e.g.: logos, design elements, Cl's, images) to ensure project can be booked into studio. The project can only commence once all elements have been received.
- Design changes/amendments 3 working days
(Any change in direction from the original request or brief is seen as a re-brief and will incur additional time required for execution)
- Client is permitted a maximum of 2 (two) design and/or artwork changes and any further changes will be for Client's account.
- Marketing and Communication materials are subject to supplier availability and take approximately 3 weeks from date of artwork sign-off
- Marketing and Communication material is for the contract term. Any additional items ordered or needed will be for the cost of the client and a quote will be provided for consideration

If design is done and provided by client, the final print ready file needs to comply with print ready standards. (e.g.: images 300 dpi, CMYK, include crops and bleeds). Please note that in the event that print ready files are correct, the artwork will be sent in as is without any corrections. It is the responsibility of the client to ensure spelling and grammar has been checked and all information and images are approved prior to sending final print ready files.

ICAS can provide blank templates in Adobe InDesign format to provide guidance on content. In the event that the client might request changes to be done by ICAS on the final print ready file provided, the client will need to supply the artwork in open file format (either Adobe Illustrator or Adobe InDesign) with all the relevant supporting files linked correctly. Changes will be quoted for prior to being booked into studio.

Please allow:

- a colour variance of 5 - 10% on all production material

- Should there be any queries on larger colour variances once delivery has taken place, if the query has not been brought to our attention within 20 working days after delivery, the client will bear the costs of the reprint. - Please also note that the printing process between Litho (large runs above 2000) and Digital (runs below 2000) are different. If the client requests a reprint on artwork, please note that there might be a variance between the original print run and the new print run due to the different printing processes. DSBD's Responsibilities - DSBD will agree and consult with the Client Relationship Manager on the communication campaign which all wellness events will be linked. In order to ensure proper preparation for such events, ICAS will be notified of such events 3 weeks in advance of their occurrence. - DSBD will provide training and induction to relevant ICAS marketing personnel and/or representatives on DSBD's Corporate Identity guidelines to facilitate compliance. - DSBD to sign off on all branding designs for promotional material. - DSBD will liaise with internal marketing departments for approval of the look and feel of any employee facing material before production (by means of written sign-off).		
Reference of Service Components	Service Description s and ICAS Responsibilities	DSBD Responsibilities
SERVICE 2.5 PROGRAMME MANAGEMENT		
Programme Management: Client Services	- A dedicated Client Relationship Manager will manage the EWP. ICAS shall endeavour to immediately attend to urgent requests however, if the request is not urgent the 48 hour response time will apply. The call-centre is available 24 hours where there is a clinical service need. - For all non-clinical related queries, the working hours for the Client Relationship Manager, in respect of DSBD Services, will be available between 7h00 am to 18h00 pm	- DSBD Wellness team will identify and facilitate access to the primary EWP custodians and human resource ("HR") practitioners within DSBD to whom the ICAS's client services team will report and with whom they will liaise. - DSBD will set up a steering committee that will be comprised of: ICAS, other relevant wellness service providers, and other

	Monday to Friday.	relevant internal Business Unit
• Strategy and policy development	• ICAS will provide a primary client relationship/key account/client development manager to oversee the effective and efficient delivery of all aspects of the EWP to DSB. This includes: service promotion and marketing, EWP related training, liaison with DSB's EWP custodians, reporting, organizational consultancy and complaints resolution. • The Client Relationship Manager will be supported by a multidisciplinary team of professionals (consisting of specialists in consulting, business intelligence, clinical case management, and regional EWP management). • ICAS will attend DSB's steering committee meetings when required. • Ongoing liaison with DSB's wellness co-coordinator(s) for the EWP with regard to the performance of ICAS and in respect of its obligations under this Agreement. This includes developing objectives for the EWP together with measurements for efficiency, quality and cost effectiveness. • ICAS will develop an annual EWP project plan, encompassing geography and/or DSB business unit needs, which will be revised on a quarterly basis in accordance with emerging risks and trends within DSB and its evolving wellness strategy.	• DSB's Wellness team will provide ICAS with information on its organizational, HR and wellness strategy of relevance to the EWP. DSB will communicate all structural, strategic and operational changes within DSB which have relevance to the EWP to ICAS, and communicate the finalized project plan to relevant internal stakeholders. • DSB's Wellness team will inform ICAS of any organizational issues, events or challenges that may impact on the EWP where appropriate. • DSB's Wellness team will provide ICAS with all relevant Business Unit policies, standards and procedures. • DSB's Wellness team will collaborate with ICAS to align EWP communications, activities and promotions to the HR calendar where applicable.

	• ICAS will communicate changes to the EWP project plan and provide feedback on progress made towards the achievement of set objectives quarterly. • ICAS will collaborate with DSBD to align the EWP and events calendar to DSBD's HR calendar. • Development of a group-level health and wellness strategy in close collaboration with Programme Leadership through a consultative process involving all Operating Divisions. • Output will be a detailed strategy document outlining the strategic positioning of the programme, a detailed situational analysis, a comparison with international and local best practice, and an action plan.	
• Reporting Services	The Business Intelligence department as a standard will provide 4 periodical reviews per annum as follows; 3 quarterly reviews and 1 annual review. These are collated from the data collected by ICAS professionals across the robust programme offering. All the reports are automated using bespoke software and include the following metrics to ensure that uptake of the EWP services can be monitored, tracked and evaluated periodically: 1. Total Engagement a. This comprises all uptake across the different programme offerings including the traditional utilisation rate. 2. Problem profile a. This shows the presenting problems in the review period compared to the preceding period and	• A concise reporting structure is required from DSBD. Each reporting level/tier should have a staff complement of 50 employees or more to allow for analysis without compromising confidentiality. Sites/divisions with a lower than the recommended 50 member staff complement should be clustered according to proximity/like function to protect the confidentiality of service users. • DSBD should provide updated staff complements on a quarterly basis to

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

	benchmarked against the robust ICAS dataset among companies in a similar industry. b. The impact of these problems on productivity is also provided to inform appropriate interventions. 3. Risk Profile a. This details the management of individuals where threat to self or others was identified (suicidal, homicidal, safety-sensitive, substance abuse, fraud) in the assessment session. 4. Interventions provided a. This shows the types of interventions provided to; mitigate risk, equip employees with healthy coping skills; as well as outcomes thereof. Divisional/Site Reports Within the Quarterly reports, divisional/site reports will only be provided if there are 10 or more cases in that division. Divisional/site reports are provided to inform targeted interventions. The following are aspects of the reviews compiled by this team: 1. Comparative – all reporting is compared to the preceding period to ascertain trends and common themes. 2. Benchmarking – all companies are allocated to an industry using the Industry Classification Benchmark (ICB – www.icb.com – January 2006). All ICB sectors are represented on the New York Stock Exchange except Equity Investment Instruments (8980) and Non-equity Investment Instruments (8990). The comparison for one company is against all ICAS clients allocated to the same industry. High level summary reviews of the periodical reports highlighted above are additionally presented to strategic audiences at quarterly, bi-annual and annual intervals.	allow for correct utilisation figures to be calculated periodically. • DSBD should ensure that operational and strategic staff in managerial forums as well as other relevant stakeholders are invited and take part in the period reviews conducted. This will increase stakeholder awareness of the programme reach and benefits as well as their individual roles in contributing towards the success of the programme. • DSBD is also encouraged to provide an update of any events that may impact on employee wellbeing (e.g. retrenchment, industrial action) to their relevant Client Relationship Manager. This allows for context to be provided for event-triggered trends.
--	---	--

Complaints Management	ICAS will address all complaints received from DSBD through the formal procedure outlined in "Appendix 1" attached hereto. If no response is received within the stipulated time frame, DSBD will have an option to escalate any unresolved complaints to the next level as outlined in Appendix 1".	- DSBD will report all complaints to ICAS in writing as and when they arise. - Where appropriate, ICAS will assist in gathering information from the managers or employees critical to the management or resolution of a complaint.
Reference of Service Components	Service Description and ICAS Responsibilities	DSBD Responsibilities
SERVICE 2.6 GENERAL		
Hand-over	- The principle governing the handover of confidential clinical data is the maintenance of ethical and professional standards with particular emphasis on the protection of confidentiality. (Electronic Communications & Transactions Act 25 of 2002) and the unencumbered continuation of service delivery. - Should ICAS be required to 'hand-over' the management of the EWP to another provider organisation, the following process will be followed: - All open counselling cases will be completed by ICAS within two months of contract termination of termination date.	

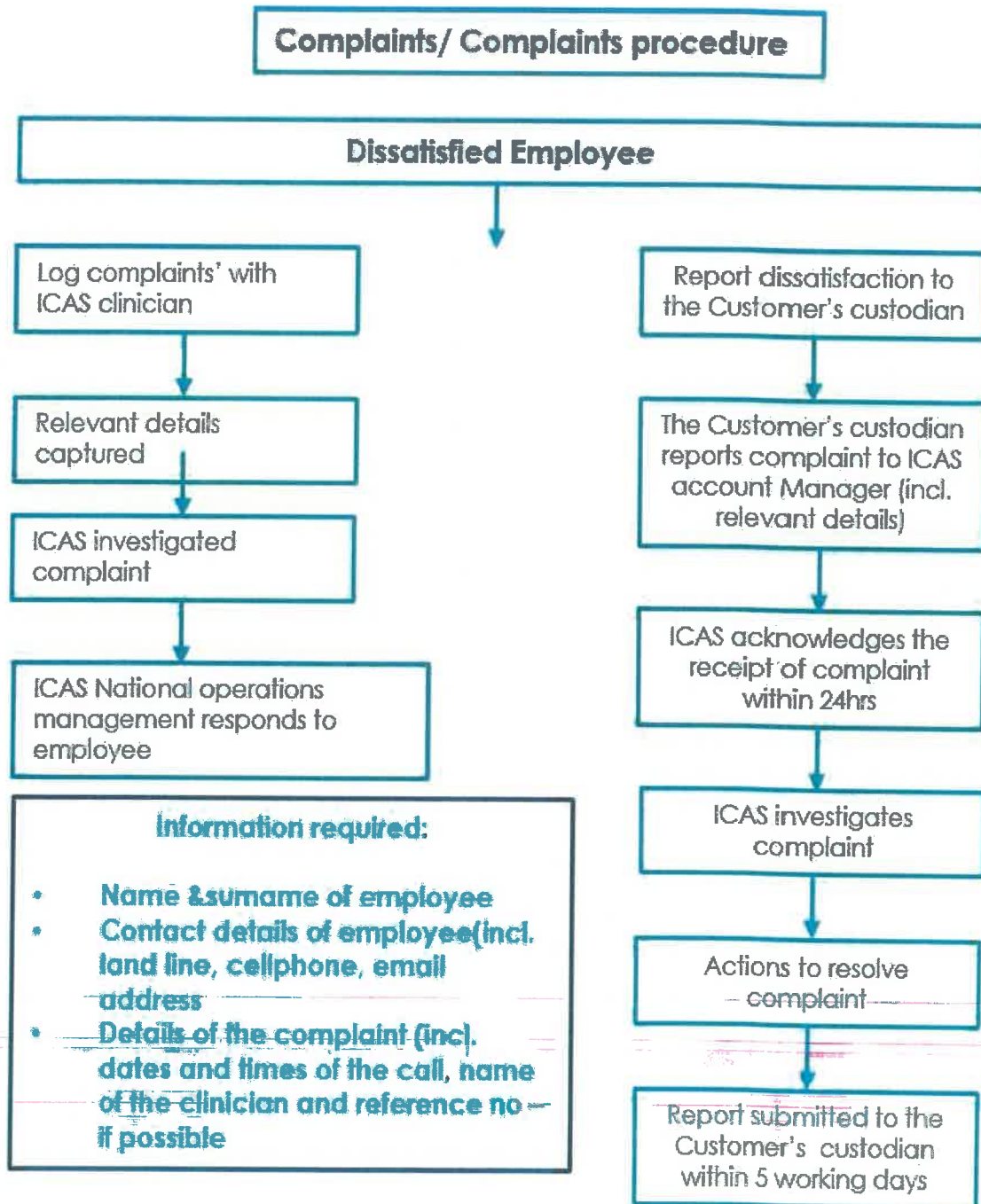
	• Where required, paper files will be transferred under the direct supervision of the ICAS Clinical Services Manager in order to ensure that the highest standards of confidentiality are maintained. • The ICAS handover plan necessitates direct face-to-face engagement with the new provider under the supervision of the senior Clinical Management teams of both providers. • <u>DSBD shall notify ICAS 3 Months before contract termination to wrap up open cases.</u> • It is not best practice to hand over cases that are in progress due to confidentiality and inconveniences to DSBD employees with change of processes and service providers. • On DSBD's written request, all pending/un-finalised cases handled by the Service Provider after the Termination Date, payment will be per session at rates agreed to by the Parties on date of Notice of Termination. • All outstanding reports or any other documentation will be provided to DSBD	
--	---	--

DS
JS

DS
KN

Appendix 1

Complaints and Feedback Procedure



This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM

PM
JS

DS
KN



ANNEXURE B**DATA PRIVACY AND ANTI – BRIBERY AGREEMENT****1.1 DEFINITIONS**

To the extent to which the following Services Apply to the Principal agreement, take note of the following definitions, which will be used throughout this Annexure B, unless the context indicates a contrary meaning:

"Agreement" means the Principal Agreement read together with Annexure A and B, which provides for the provision of the Services;

"Data Subject (s)" means the person to whom Personal Information relates, including the Service Provider, DSBD, and DSBD's employees and immediate family members who are the recipients of the Services;

"HPCSA laws" means those laws which apply to the Services and more specifically that regulate and govern the medical, psychological testing and psychological assessment, diagnosis and treatment of persons, which laws fall under the auspices and control of the Health Professionals Council of South Africa;

"HPCSA" means the Health Professionals Council of South Africa;

"Operator" means any party who processes Personal Information for a Responsible Party, including where applicable, the Service Provider or DSBD in terms of a contract or mandate, without coming under the direct authority of that party;

"Personal Information" means:

(a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

(b) information relating to the education or the medical, financial, criminal or employment history of the person;

(c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

SM
KN

LM

ICAS

(d) the biometric information of the person;

(e) the personal opinions, views or preferences of the person;

(f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

(g) the views or opinions of another individual about the person; and

(h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person,

including Special Personal Information;

"process or processing" means any operation or activity or any set of operations, whether or not by automatic means, performed by the Responsible Party or Operators including where applicable the Service Provider, DSBD and any other Operator under the control of DSBD or the Service Provider and concerning a Data Subject's Personal Information, including—

(a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

(b) dissemination by means of transmission, distribution or making available in any other form; or

(c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

"POPIA" means the Protection of Personal Information Act, 4 of 2013;

"record" means any recorded information—

(a) regardless of form or medium, including any of the following:

(i) Writing on any material;

(ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
LN

SM LM

ICAS

(iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;

(iv) book, map, plan, graph or drawing;

(v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;

(b) in the possession or under the control of a responsible party;

(c) whether or not it was created by a responsible party; and

(d) regardless of when it came into existence;

"Responsible Party" means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information, including where applicable the Service Provider and DSBD;

"Services" means the Services provided by the Service Provider to DSBD and DSBD's employees and immediate family members, where applicable under and in terms of the Agreement, which services are set out under **Annexure A – Scope of Services**, annexed to the Principal Agreement;

"Special Personal Information" means

(a) the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a Data Subject; or

(b) the criminal behaviour of a Data Subject to the extent that such information relates to—

(i) the alleged commission by a Data Subject of any offence; or

(ii) any proceedings in respect of any offence allegedly committed by a Data Subject or the disposal of such proceedings.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM

LM

ICAS

1.2 INTRODUCTION

- 1.2.1** POPIA is a data protection privacy law applicable in South Africa, which seeks to manage and protect a person's Personal Information against abuse and misuse by another, which law is similar to the data privacy laws applicable in the European Union (EU) and the United Kingdom (UK).
- 1.2.2** DSBD has concluded the Principal Agreement in South Africa with the Service Provider, in terms of which the Service Provider will provide to DSBD's employees and their immediate family members the Services.
- 1.2.3** The Services, depending on the type of offerings selected by DSBD, comprise the following service types:
- 1.2.3.1 Employee Assistance Programme ("EAP services")**
 - 1.2.3.2 Musculoskeletal Services ("MSK services");**
 - 1.2.3.3 Life Management Services ("LF services");**
 - 1.2.3.4 Executive Wellness Services ("Execare services");**
 - 1.2.3.5 Absenteeism, Incapacity and Disability ("AID services");**
 - 1.2.3.6 Onsite Clinics ("Onsite Clinic services");**
 - 1.2.3.7 First Day Absence Services ("FDA services"); and**
 - 1.2.3.8 Verifications.**
- 1.2.4** In order to provide the Services, the Service Provider, DSBD, and certain Operators will have to process Personal Information belonging to each other and to the Data Subjects who are the recipients of the various service types referred to under clause 1.2.3 above, namely DSBD employees and their immediate family members.
- 1.2.5** In accordance with the HPCSA laws, read together with the provisions of POPIA, the Service Provider, DSBD and where applicable any Operators have a legal duty to handle the Data Subject's Personal Information in a specific manner, which duties will be determined by the service types making up the Services and the type of processing which is carried out by DSBD, the Service Provider and the Operators.
- 1.2.6** Where the Service Provider provides EAP services, MSK services, LF services, Onsite Clinics, AID services and Execare services, the Service Provider will be processing the Data Subject's Personal Information in its capacity as a Responsible Party.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM

LM

ICAS

1.2.7 Where the Service Provider provides; FDA services, the Service Provider will be processing the Data Subject's Personal Information on behalf of DSBD in its capacity as an Operator. In turn DSBD will be receiving the Personal Information from the Service Provider in relation to FDA services in its capacity a Responsible Party.

1.2.8 Where the Service Provider and DSBD process each other's Personal Information for the purposes of the Agreement, each will be processing such information in their respective capacities as a Responsible Party. Where ICAS process Personal Information as a Responsible Party such processing will be done in accordance with the ICAS standard Client Section 18 Processing Notice, which Processing Notice can be viewed from <https://www.icas.co.za/about-us/corporate-governance> and is incorporated herein by reference.

1.2.9 Following the above, the parties are desirous of setting out their respective rights and duties in relation to the Personal Information which is to be processed under and in terms of the Agreement, which rights and duties are set out below.

1.3 THE SERVICE PROVIDER AS RESPONSIBLE PARTY IN RESPECT OF THE EAP SERVICES, MSK SERVICES, LF SERVICES, EXECARE SERVICES, ON-SITE CLINIC AND AID SERVICES

1.3.1 In order to provide EAP services, MSK services, LF services, and Execare services, the Service Provider will have to, as and when required, process Personal Information pertaining to DSBD employees and their immediate family members, in its capacity as a Responsible Party, which processing will be done as per the provisions set out under POPIA.

1.3.2 In accordance with the various HPCSA laws, read together with the provisions of POPIA, the Service Provider is under a duty to keep the Personal Information which it receives from DSBD employees and DSBD employee's immediate family members private and confidential, and not to disclose same to any other party save under the following circumstances:

1.3.3 where the Service Provider has obtained the consent from DSBD's employee and / or immediate family member to disclose his or her Personal Information to DSBD or any other party;

1.3.4 where by virtue of the various HPCSA laws, the Service Provider, DSBD or any other Operator has a legal and / or moral duty to pass the Personal Information onwards to another party;

1.3.5 where the passing on of such Personal Information is done in order to protect a legitimate interest of DSBD employee and / or family member;

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
LN

SM LM

ICAS

- 1.3.6** where the Service Provider is under a contractual duty to provide reports to DSBD, such information will be passed on to DSBD in a de-identified manner.

1.4 THE SERVICE PROVIDER AS OPERATOR IN RESPECT OF FDA AND VERIFICATION SERVICES

- 1.4.1** In order to provide FDA and Verification services, the Service Provider will have to, as and when required, process Personal Information pertaining to DSBD's employees on behalf of DSBD, which Services will be provided by the Service Provider in its capacity as an Operator and not as a Responsible Party and in such capacity undertakes:

- 1.4.1.1** that it will in such capacity comply with the specific obligations in relation to any Personal Information which it may process on behalf of DSBD as set out under POPIA;

- 1.4.1.2** that it will only use and / or process the Personal Information for the purpose of the Services and for no other purpose;

- 1.4.1.3** that it will keep all the Personal Information strictly confidential and not disclose the Personal Information to any other person unless required by law and only once it has provided DSBD and the Data Subject with adequate warning of this requirement to disclose and the related details thereof, including the identity of the person who is to receive the Personal Information, the reason for the disclosure and confirmation that the person to whom the Personal Information is to be disclosed.

- 1.4.1.4** that it will have in place appropriate technical and organisational measures to protect and safeguard the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which in addition, provides a level of security appropriate to the risk represented by the processing and the nature of the Personal Information to be protected and which safeguards comply with the requirements set out under POPIA;

- 1.4.1.5** that it will notify DSBD immediately where it has reasonable grounds to believe that the Personal Information, which has been processed by it, has been lost, destroyed, or accessed or acquired by any unauthorised person;

- 1.4.1.6** that it will process the Personal Information strictly in accordance with the Principal Agreement and this Annexure B, POPIA and the POPIA processing conditions;

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM LM

ICAS

- 1.4.1.7** that it will not sell, alienate or otherwise part with the Personal Information or any of the records housing the Personal Information;
- 1.4.1.8** that it will ensure that any person acting under its authority, including any employee or third party Operator, shall be obligated to process the Personal Information only on instructions from it or DSBD and strictly in accordance with this Annexure, POPIA and the POPIA processing conditions;
- 1.4.2** The Service Provider warrants that it has the legal authority to give the above-mentioned warranties and fulfil the undertakings set out hereunder.
- 1.4.3** DSBD, in order to ascertain compliance with the warranties and undertakings housed hereunder, will have the right, on reasonable notice and during regular business hours to view and or audit, either by itself or through an independent agent, the Service Provider's facilities, files, and any other data processing documentation needed for the required review, audit and/or independent or impartial inspection.
- 1.4.4** The Service Provider indemnifies and holds DSBD harmless against any loss, damage, action or claim which may be brought by whomsoever against DSBD or any of its directors or employees in consequence of the Service Provider or its employees, Operators or any agents breaching any of the warranties and undertakings housed under this clause 1.4 and which breach pertains to the Personal Information, which the Service Provider or its Operators have received or have been mandated to process in its capacity as Operator terms of this Annexure B.
- 1.4.5** In the event of the Service Provider, its employees, its Operators or agents breaching any of the warranties and undertakings housed under this clause or breaching any of the provisions of POPIA and / or the 8 POPIA Personal Information conditions, and which breach pertains to the Personal Information which it has received from DSBD or the Data Subjects and which it has been mandated to process in terms of this Annexure, in its capacity as Operator, then in such an event, the Service Provider shall be liable for all and any damages which it may have caused in consequence of said breach, including patrimonial, non-patrimonial and punitive damages actually suffered by DSBD and / or DSBD employee or family member in consequence of said breach.
- 1.4.6** At the request of DSBD, the Service Provider will provide DSBD with evidence of financial resources sufficient to fulfil its responsibilities set out under this clause 1.4, which may include insurance coverage.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM

LM

ICAS

1.5 DSBD AS RESPONSIBLE PARTY IN RESPECT OF FDA AND VERIFICATION SERVICES

1.5.1 DSBD will in respect of the FDA and Verification services, receive such Services in its capacity as the Responsible Party, DSBD acknowledging that in such a case the Service Provider will be acting as an Operator for and on its behalf.

1.5.2 In accordance with the various HPCSA laws and the professional codes of ethics and practice as set by the HPCSA, read together with the provisions of POPIA, the Service Provider and DSBD is under a duty to keep the Personal Information which it receives from DSBD employees private and confidential, and not to disclose same to any other party save under the following circumstances:

1.5.2.1 where the Service Provider and / or DSBD has obtained the consent from the Data Subject to disclose his or her Personal Information to another party;

1.5.2.2 where by virtue of the various HPCSA laws, the Service Provider, DSBD or any other Operator has a legal and / or moral duty to pass the Personal Information onwards to another party;

1.5.2.3 where the passing on of such Personal Information is in respect of, or in compliance with a law or with an obligation imposed by law on the Service Provider, DSBD or any Operator;

1.5.2.4 where the passing on of such Personal Information is done in order to protect a legitimate interest of DSBD, the Data Subject or the Service Provider;

1.5.2.5 where the passing on of such Personal Information is necessary for pursuing the legitimate interests of the Service Provider, DSBD or an Operator or of a third party to whom the information is supplied;

1.5.2.6 where the Service Provider is under a contractual duty to pass the Data Subject's Personal Information on to DSBD in the form of various reports.

1.6 DATA PROTECTION AND THE DUTIES OF THE CONTRACTING PARTIES

1.6.1 The Service Provider and DSBD will collect and process each other's Personal Information for the purposes of the Principal Agreement

1.6.2 Each Party agrees and accepts that they shall process the other Party's Personal Information in their respective capacities as a Responsible Party, which processing shall

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM LM

ICAS

be done in order to pursue and fulfil the objectives and purposes of the Principal Agreement

1.6.3 Each Party in their respective roles as Responsible Party will process the other's Personal Information in accordance with the provisions of POPIA.

1.6.4 Each Party, in so far as each other's Personal Information is concerned agrees:

1.6.4.1 to take appropriate security measures to protect each other's Personal Information from (i) unauthorized or accidental destruction; (ii) theft, forgery, loss, or unlawful use; (iii) technical faults; (iv) unauthorized alteration, copying access; or (v) any other unauthorized Processing;

1.6.4.2 to immediately notify the other of any data security breach upon its discovery and promptly make available to the other details of the data security breach;

1.6.4.3 to reasonably cooperate with each other in order to remediate such data security breach and prevent any recurrence.

1.6.5 On termination of the Agreement, each Party in so far as each other's Personal Information is concerned agrees, subject to the relevant legislation, to destroy or purge any documents, materials, or media that may contain Personal Information pertaining to the other and shall on request provide the other Party with a written and signed certification confirming the destruction.

1.7 TERMINATION

1.7.1 In the event of the Agreement being terminated whenever and for whatsoever reason, then in such an event:

1.7.1.1 the Service Provider undertakes, in the case of FDA and Verification services, where it processes the Data Subject's Personal Information as Operator:

1.7.1.1.1 to restore and / or transfer back to DSBD all and any Personal Information pertaining to DSBD employees within a period of 30 (thirty) days from date of termination of the Agreement;

1.7.1.1.2 to confirm in writing simultaneously when a transfer takes place, that all such Personal Information, notwithstanding the return of same to the Service Provider, will be kept confidential and that it will not under any

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM LM

ICAS

circumstances use the aforementioned information for whatsoever reason.

- 1.7.2** The Parties respective obligations to maintain confidentiality, privacy and security over Personal Information received pursuant to the Agreement shall survive the termination or expiration of the Agreement.
- 1.7.3** Without limitation of any provision contained in this Principal Agreement, the Parties shall not use or disclose any Personal Information that such Party creates, receives, maintains, or transmits as a result of entering into or performing the Agreement, other than as expressly permitted or required by the Agreement or under POPIA.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM LM

ICAS

2. ANTI BRIBERY AND CORRUPTION REQUIREMENTS

The ICAS Anti-Bribery and Corruption Policy requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which ICAS (whether through a third party or otherwise) conducts business. The Policy requires all ICAS employees and any third party acting for or on behalf of ICAS to ensure that all dealings with third parties, both in the private and government sectors are carried out in compliance with all relevant laws and regulations and with the standards of integrity required for all ICAS business. ICAS values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by ICAS employees, officers, or third-parties acting for or on behalf of the ICAS.

It is a material term of this Agreement that and any third party acting for or on behalf of ICAS shall comply with the following:

- 2.1 comply fully at all times with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territory in which ICAS and its Affiliates conduct business and notify ICAS immediately upon becoming aware or upon becoming reasonably suspicious that an activity related to the Agreement has contravened or may contravene any applicable anti-bribery legislation;
- 2.2 warrant that it has not, and covenant that it will not, in connection with the performance of this Agreement, directly or indirectly, promise, authorise, ratify or offer to make or make any "payments" of "anything of value" (as defined in the glossary section) to any individual (or at the request of any individual) including a "government official" (as defined in the glossary section) for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist in obtaining or retaining business;
- 2.3 warrant that it has not, and covenant that it will not, in connection with the performance of this Agreement, directly or indirectly, promise, authorise, ratify or offer to make or make any "facilitating payments" (as defined in the glossary section) to any individual (or at the request of any individual) including a "government official" (as defined in the glossary section);
- 2.4 not contact, or otherwise meet with any government official with respect to any transactions required under this Agreement, without the prior [written] approval of customer;
- 2.5 warrant that neither it, nor any of its officers, employees or persons associated with it has been convicted of or pleaded guilty to a criminal offence, or received sanctions from any regulator involving fraud or corruption, that neither it nor any of its officers, employees or persons associated with it are, to the best of its knowledge, the subject of any government investigation for such offences, and that neither it nor any of its officers, employees or persons associated with it are now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

SM LM

ICAS

procurement programs and agree to notify ICAS within 30 days should it or any such person receive a conviction or sanction for an anti-corruption offence; represent and warrant that except as disclosed in writing: (1) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and (2) it shall maintain arm's length relations with all third parties (including government officials) with which it deals for or on behalf of ICAS;

- 2.6 ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects and maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts;
- 2.7 have in place, maintain and adhere to anti-corruption policies and procedures, including training as appropriate, adequate to ensure compliance with all applicable anti-bribery legislation, and regularly monitor compliance with and enforce those policies and procedures where appropriate; and
- 2.8 undertake such steps as ICAS may reasonably require from time to time to enable ICAS to comply with its anti-bribery obligations;
- 2.9 ensure that all sub-contractors and suppliers engaged by it to perform any outsourced services meet these anti-bribery and corruption requirements, and that they are contractually obliged to meet these requirements; and
- 2.10 agree that ICAS may make full disclosure of information relating to a possible violation of the terms of these anti-bribery and corruption requirements at any time and for any reason to any competent government bodies and its agencies, and to whomsoever ICAS determines in good faith has a legitimate need to know.

GLOSSARY

The terms defined herein should be construed broadly to give effect to the letter and spirit of policy.

Anything of Value: this term includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

Facilitating Payments: otherwise known as "greasing payments" shall mean a payment to an individual to secure or expedite the performance of a routine government action by government officials.

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

SM LM

DS
JS

DS
KN

ICAS

Government Official shall mean: (i) Any officer or employee of a government or any department, agency or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (iii) Any officer or employee of a company or business owned in whole or part by a government; (iv) Any officer or employee of a public international organisation such as the World Bank or United Nations; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office.

Payments: this term refers to and includes any direct or indirect offers to pay, promises to pay, authorisations of or payments of anything of value.

SM LM

This information has been classified as CONFIDENTIAL and must not be shared with any unauthorised parties.

DS
JS

DS
KN

ICAS



**small business
development**

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

**TO : DIRECTOR GENERAL
LINDOKUHLE MKHUMANE**

**THROUGH : CHIEF FINANCIAL OFFICER
SEMPHETE OOSTERWYK**

**FROM : CHAIRPERSON: BID EVALUATION COMMITTEE
HENDRILIEN ROSSOUW**

DATE : 29 NOVEMBER 2021

DSBD EHWP 006 (2021/2022): REQUEST FOR APPROVAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS SERVICES TO THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT EMPLOYEES AND THEIR IMMEDIATE FAMILY MEMBERS FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE

- 1.1 To request the Bid Adjudication Committee to approve the appointment of a service provider, **ICAS South Africa (Pty) Ltd**, which scored the highest points of 100, to render Employee Health and Wellness services to the DSBD employees and their immediate family members for a period of three (3) years.

2. BACKGROUND AND DISCUSSION

- 2.1 The Department of Small Business Development (DSBD) which was established in 2014 and became independent of the dtic in April 2016, has introduced an Employee Health and Wellness Programme which seeks to define the department as a caring employer.
- 2.2 The DSBD has currently appointed **ICAS South Africa (Pty) Ltd**, ICAS as the Health & Wellness Service Provider with effect from 01 July 2018. This is a contractual appointment, for the duration of three years, therefore the contract will end on 30 June 2021.

- 2.3 The services rendered are Counselling and Organisational Enhancement Services, which include amongst others, Confidential face-to-face Psycho-social Counselling, Employee Training and Development, Managerial Support, Life Management, individual and group trauma management (critical incident debriefing and management services, e-Care, HIV/AIDS Counselling, Education and Support, Telephone Counselling Services 24/7/ and ICAS On-the-Go Mobile App.
- 2.4 With an establishment of 209 employees which is not fixed, there is a need to have continuous implementation of interventions to ensure that employees are more productive and are able to carry the organisation to better heights. One of such intervention includes, employment relationships, which are governed by the provisions of the Public Service Act, 1994 (as amended) and the Public Service Regulations as administered by the Department of Public Service and Administration (DPSA).
- 2.5 For these reasons, the Employee Health and Wellness Programme (EHWP) unit aims to continue to facilitate the removal of impediments to a healthy workforce, to improve the employees' Quality of Work Life (QWL) as well as to create an environment that facilitates a holistic approach to the growth and wellness of employees. The core objective of the EHW Programme is therefore to promote the holistic wellbeing of employees in relation to the working environment. Furthermore, seeks to synchronise employee as well as organizational needs to ensure that employees are motivated to perform on the objectives of the DSBD.
- 2.6 One of the programmers in the EHW unit, to further its vision, is to implement an Employee Support and Care Services. The Employee Support and Care Services are designed to provide employees with psycho-social counselling to cope with the daily challenges and to improve the quality of their lives. Added to the counselling programme will be an e-Care service, which is an electronic information system, thus, an online platform that enables employees to electronically access and interact in relation to health and wellness educational and promotional information.
- 2.7 To give effect to this need, the revised Terms of Reference (Annexure) were approved for advertisement of the 13 October 2021 for advertisement (Annexure). The project was advertised on the 14th October 2021 and closed on the 3rd November 2021 at 16h00.

3. EVALUATION PROCESS

3.1 Phase 1: Preliminary Evaluation

3.1.1 On the closing date and time of the tender, seven (7) proposals were received as follows:

- 3.1.1.1 ICAS South Africa (Pty)Ltd
- 3.1.1.2 Workforce Health Care
- 3.1.1.3 Reality Wellness Group
- 3.1.1.4 Nakins Lifestyle Group
- 3.1.1.5 MMM3 Training and Development
- 3.1.1.6 Frontees Trading and Projects
- 3.1.1.7 MMAM Business Enterprise

3.1.2 Preliminary evaluation was conducted on the 4th of November 2020, the evaluation of which requires that:

- a) all service providers that submitted proposals on time must be compliant in terms of registration on CSD and tax compliance.
- b) all standard bidding documents (SBD 1; 3.3; 4; 6.1; 8 and 9); and
- c) all required supporting documents (where applicable) are submitted.

3.1.3 All seven (7) service providers complied with all the requirements as per paragraph 3.1.2 above and were considered for **Phase 2: Functionality Evaluation**.

3.2 Phase 2: Functionality evaluation

3.2.1 The Bid Evaluation Committee was convened on the 4th November 2021 from 08:30 to 16:30. The Evaluation Committee which convened to consider proposals received, comprised of the following officials: (a) Chairperson, Hendrillen Rossouw, (b) Shirley Maabela: Deputy Director: EHWP, member (c) Nompumelelo Radebe: Deputy Director Facilities and Auxiliary, member, and (d) Vukile Nkabinde: Director Masterplan Development Enterprise Development and Entrepreneurship Division, (e) Secretariat Rejoyce Maudu and Advisor, Rudzani Matodzi, from Supply Chain Management.

3.2.2 At this meeting, the below Guidelines were explained to the members before the evaluation process could commence to ensure that the members understood their responsibility and what would be expected with regards to the outcome of the evaluation process:

- 3.2.2.1 **Stage 1:** SCM must confirm that all proposals to be evaluated are compliant in terms of procurement processes (i.e., companies registered on CSD, SBD forms duly completed and submitted, tax compliance).
- 3.2.2.2 **Stage 2:** Members are to individually evaluate the seven (7) proposals in line with the Terms of Reference and the scoring sheets that were distributed to members, i.e., each member to score on functionality ONLY. Each member was required to make comments on each functionality criteria and score.
- 3.2.2.3 **Stage 3:** Once members have scored, comments and notes will be discussed so that any issues of clarity may be resolved before the final recommendation is made as to who would be best suited to carry the assignment.
- 3.2.2.4 **Stage 4:** Upon completion of the evaluation process, SCM will consolidate all the scores allocated by members and invite service providers **that scored 70 percent** on functionality for the second last phase of the evaluation, **Phase 3: Presentation**.
- 3.2.2.5 **Stage 5:** The service providers that **scored 70 percent and above on presentation** will automatically move to the last phase of evaluation, **Phase 4: Price and BBEE Contribution Status Level**.
- 3.2.2.6 **Stage 6:** Secretariate will prepare **minutes** of the evaluation process and the Chairperson of the BEC will endorse the minutes as a true reflection of the process followed for the evaluation of the proposals received.

3.2.3 After the functionality evaluation, the companies were scored as follows.

#	Name of service provider	BEC Evaluation Scores
1	ICAS South Africa (Pty)Ltd	91.7
2	Workforce Health Care	88.7
3	Reality Wellness Group	55.33

#	Name of service provider	BEC Evaluation Scores
4	Nakins Lifestyle Group	59.7
5	MMM3 Training and Development	55
6	Frontees Trading and Projects	45.7
7	MMAM Business Enterprise	55

1.1 Phase 3: Presentation

1.1.1 Scoring on Presentation

Only two (2) of the seven (7) companies scored points above 70 percent and were invited to do a presentation to the BEC on the 17th November 2021 as per the specification and the summary of scores are as follows (Annexure):

#	Name of service provider	Presentation Score
1	ICAS Southern Africa (Pty) Ltd	91.7
2	Workforce Health Care	88.7

1.1.2 Summary of service providers proposals

Of the two (2) proposals that were presented to the BEC, all two (2) service providers scored points above 70 percent as per the cut off points. The decision was based on the following summary areas of proposals: Effective response to the Scope of the work and requirements (20), Methodology and approach (40), Identification and Mitigation of risks for the EHW Programme (10), Project Management approach to ensure successful implementation of the EHW Programme (10), Relevance and importance of partnerships and communication with the DSBD EHW Manager for successful implementation of the programme (10) and Responses to questions (10).

a. ICAS Southern Africa (Pty) Ltd

The company has a wealth of experience with regards to **Effective response to the Scope of the work and requirements**, they presented a detailed scope of work and requirements. They have 23 years of experience in the wellness field, and they render Counselling services up to 19 countries outside of South Africa. They provided information on the number of affiliates they are utilizing as compared to the others. The service provider has

additional services, advanced technology the app, Health @ hand services, USSD, video counseling, Health data dashboard and quarterly report. Regarding **the Methodology and approach**, the service provider presented a detailed presentation on the methodology and approach.

Identification and Mitigation of risks for the EHW Programme: risks were presented to the panel members and as well as reference were made to mitigate action.

Project Management approach to ensure successful implementation of the EHW Programme: In the presentation, the service provider presented a project management plan that was not specific in terms on the ToRs they mentioned only on the record keeping and confidentiality of information, however in their submitted proposal, this aspect was well documented, and they also provided detailed information in this regard, following questions asked by panel members, during the presentation. In terms of the **Relevance and importance of partnerships and communication with the DSBD EHW Manager for successful implementation of the programme**, the service provider presented referencing to the existing relationship with the DSBD EHW and the customer support. The service provider also mentioned the importance of the partnership relationship and communication. **The Responses to questions:** the service provider responded to all the questions and provided practical examples.

b. Workforce Health Care

With regards to an **Effective response to the Scope of the work and requirements**, the service provider provided a detailed presentation on the scope of the work and requirements, they mentioned that they have 20 years' experience in the wellness field, they have a mobile clinic service, which comes at a fee. In their presentation, the service provider was not clear in terms of the coaching and monitoring services for both group and individual, however this aspect was included in their actual proposal document (response to TOR's) and they also provided the details during the presentation, following questioning by panel members. With regards to the **Methodology and approach**, a detailed presentation on the methodology and approach was provided.

On the aspect of the **identification and Mitigation of risks for the EHW Programme**, the service provider provided information on how to mitigate risks related to the implementation of the programme most importantly highlighting the current COVID-19 related challenges of the pandemic. The service provider presented and unpacked the **Project Management approach to ensure successful implementation of the EHW Programme**; thus, the service provider presented an acceptable plan. **Regarding the relevance and importance of partnerships and communication with the DSBD EHW Manager for successful**

implementation of the programme, the service provider clearly indicated the relationship between Communication and Marketing team more especially on the event planning and on the online platforms support. Regarding the aspect of **Responding to questions**, the service provider gave detailed and sufficient responses with examples.

1.1 Phase 4: Price and BBBEE Contribution Status Level evaluation

1.1.1.1 The two (2) proposals which are ICAS Southern Africa (Pty) Ltd and Workforce Health Care and scored 70 percent and above, as per the terms of reference and considered for Price and BBBEE evaluation and the scores are summarized as follows:

#	Name of service provider	Bid Price	BBEEE Score	Point for Price	Number of Points	Total Pont scored
1	ICAS Southern Africa (Pty) Ltd	R 671 233.70	1	80	20	100
2	Workforce Health Care	R 945 737.72	2	47.28	18	65.28

2. FINANCIAL IMPLICATIONS

2.1 Funds will be made available under the following budget line items to cover the cost of the evaluation:

Responsibility code	30019911
Objective code	30003911
Item	Funds available
Consultant business advisory research services	

Budget available

YES



NO



NAME

SHUMANI MATHOBO

DESIGNATION

Director: Financial ~~Administration and~~ Management
Accounting and Administration

DATE

29 November 2021

5. RECOMMENDATION

5.1 Considering the above, it is recommended that the Bid Adjudication Committee approves the appointment of ICAS South Africa (Pty) Ltd to render Employee Health and Wellness services to the DSBD employees and their immediate family members for a period of three (3) years at a total amount of **R 671 233,70** inclusive of vat.



AUTHOR

RUDZANI MATODZI

DESIGNATION

ACTING DIRECTOR: SUPPLY CHAIN AMANGEMENT

DATE

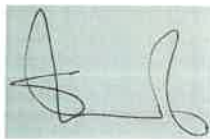
29 November 2021

5. RECOMMENDATION

5.1 Considering the above, it is recommended that the Bid Adjudication Committee approves the appointment of ICAS South Africa (Pty) Ltd to render Employee Health and Wellness services to the DSBD employees and their immediate family members for a period of three (3) years at a total amount of **R 671 233,70** inclusive of vat.

RECOMMENDATIONS SUPPORTED

YES ☐ OR NO ☐



SIGNFLOW.COM

NAME SHIRLEY MAABLEA
DESIGNATION DEPUTY DIRECTOR: EHWP
ROLE **PROJECT MANAGER**

DATE 30 November 2021

RECOMMENDATIONS SUPPORTED

YES ☒ OR NO ☐



None

SIGNFLOW.COM

NAME HEDRILIEN ROSSUW
DESIGNATION DIRECTOR: HUMAN RESOURCE MANAGEMENT
ROLE **CHAIRPERSON: BEC**

DATE 30 November 2021

5. RECOMMENDATION

5.1 Considering the above, it is recommended that the Bid Adjudication Committee approves the appointment of ICAS South Africa (Pty) Ltd to render Employee Health and Wellness services to the DSBD employees and their immediate family members for a period of three (3) years at a total amount of **R 671 233,70** inclusive of vat.

APPOINTMENT OF ICAS SOUTH AFRICA (PTY) LTD RECOMMENDED/NOT RECOMMENDED

YES ☒ OR NO ☐



SIGNFLOW.COM

There is current contract with ICAS.
Firm price at R671 233.70, transport to
be claim on actual cost.

NAME SEMPHETE OOSTERWYK
DESIGNATION CHIEF FINANCIAL OFFICER
DATE 30 November 2021

REQUEST FOR THE APPOINTMENT OF ICAS SOUTH AFRICA (PTY) LTD APPROVED/NOT APPROVED AND COMMENTS ARE AS FOLLOWS:

Approving the Contract with ICAS to the
value of R671 233.70 as the Accounting
Officer not Bid Adjudication Committee



SIGNFLOW.COM

LINDOKUHLE MKHUMANE
DIRECTOR GENERAL
DATE: 30 November 2021

Rejoyce Maudu

Subject: BEC Presentation
Location: Microsoft Teams Meeting

Start: Wed 2021/11/17 9:00 AM
End: Wed 2021/11/17 12:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Rejoyce Maudu
Required Attendees: Shirley Maabela; Vukile Nkabinde; Hendrilien Rossouw; Nompumelelo Radebe; Rudzani Matodzi

Dear Colleagues

You are kindly invited to attend BEC presentation meeting as follows:

Date: 17 November 2021

Time: 09h00 – 12h00

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

Rejoyce Maudu

From: Rejoyce Maudu
Sent: Tuesday, 16 November 2021 3:44 PM
To: Nevania Naidoo
Subject: RE: EHW Presentation

Dear Nevania

I hope all is well.

Kindly be reminded of EHW presentation tomorrow at 9h15 to 10h00.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

-----Original Appointment-----

From: Nevania Naidoo <nevanian@workforcehealthcare.co.za>

Sent: Monday, 08 November 2021 10:28 AM

To: Rejoyce Maudu

Subject: Accepted: EHW Presentation

When: Wednesday, 17 November 2021 9:15 AM-10:00 AM (UTC+02:00) Harare, Pretoria.

Where: Microsoft Teams

Rejoyce Maudu

Subject: EHW Presentation
Location: Microsoft Teams

Start: Wed 2021/11/17 10:15 AM
End: Wed 2021/11/17 11:00 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Rejoyce Maudu
Required Attendees: gcoetzer@icas.co.za; hlegrange@icas.co.za; gmoller@icas.co.za; gmaduwe@icas.co.za

Good morning

I hope all is well.

Thank you for your interest in rendering Employee Wellness Programme for the Department of Small Business Development for the period of 36 months.

We have reviewed your application and would like to invite you to render a presentation scheduled as follows:

Date: 17 November 2021

Time: 10h15 – 11h00

Attached is the presentation template to guide you when preparing for the presentation.

To join the meeting, kindly follow the link below.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

Regards,

Rejoyce Maudu

Subject: EHW Presentation
Location: Microsoft Teams

Start: Wed 2021/11/17 10:15 AM
End: Wed 2021/11/17 11:00 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Rejoyce Maudu
Required Attendees: mmabuza@ICAS.co.za

Good morning

I hope all is well.

Thank you for your interest in rendering Employee Wellness Programme for the Department of Small Business Development for the period of 36 months.

We have reviewed your application and would like to invite you to render a presentation scheduled as follows:

Date: 17 November 2021

Time: 10h15 – 11h00

Attached is the presentation template to guide you when preparing for the presentation.

To join the meeting, kindly follow the link below.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

Regards,

TERMS OF REFERENCE

RFQ NUMBER : DSBD EHWP 006 (2021/2022)

DATE OF ISSUE : 14TH OCTOBER 2021

CLOSING DATE AND TIME : 3RD NOVEMBER 2021

BID VALIDITY PERIOD : 120 DAYS

SUBMISSION ADDRESS:

Supply Chain Management

77 MEINTJIES STREET

3rd FLOOR, BLOCK G

the dtic CAMPUS

SUNNYSIDE

0001

1. TABLE OF CONTENTS

2.	DEFINITION OF TERMS-----
3.	ABBREVIATIONS-----
4.	PURPOSE -----
5.	BACKGROUND INFORMATION-----
6.	PRINCIPLES -----
7.	SCOPE OF WORK -----
7.1	Applicability of scope-----
7.2	Scope and extent of work -----
7.3	Services to be provided-----
7.4	Counselling -----
7.5	eCare -----
7.6	Life Management Services -----
7.7	Reporting-----
7.8	Training and Development-----
7.9	Group Interventions-----
7.10	Advertising and Marketing -----
7.11	Project Management -----
8.	LOGISTICAL ARRANGEMENTS -----
9.	FINANCIAL VIABILITY -----
10	PROSPECTIVE SERVICE PROVIDER RESPONSE TO THE REQUEST FOR PROPOSAL (RFP)-----
11	EXPERIENCE AND QUALIFICATIONS -----
12	PROPOSALS-----
13	EVALUATION CRITERIA AND PROCESS-----
13.1	Bid Evaluation Phases -----
13.2	Phase 1: Preliminary Evaluation-----
13.3	Phase 2: Functional Proposal-----
13.4	Phase 3: Presentations and Interviews-----
13.5	Phase 4: Price and BEE Contribution Status Level-----
14.	CONDITIONS OF CONTRACT-----
15.	MONITORING AND EVALUATION-----
16.	RISK MANAGEMENT-----
17.	COMMUNICATION -----
18.	CONTACT DETAILS -----

2. DEFINITION OF TERMS

#	TERM	DEFINITION
2.1	Psycho-Social	The combined influence that Psychological factors (internal/mental being) and the surrounding social environment (external demands) have on their physical and mental wellness and their ability to function.
2.2	Immediate Family	Married – Spouse and Children Unmarried – Universal Partner and Children
2.3	Clinical Social Worker	A professional who provides mental health services for the prevention, diagnosis, and treatment of mental, behavioural, and emotional disorders in individuals, families, and groups. Their goal is to enhance and maintain their patients' physical, psychological, and social function.
2.4	Counselling	The provision of professional assistance and guidance in resolving personal or psychological problems.
2.5	Trauma Debriefing	A counselling method aimed at preventing the development of/ reducing the occurrence of certain anxiety disorder and Post Traumatic Stress Disorder (PTSD). Trauma Debriefing is used/ facilitated with people who have been exposed to traumatic event/s.
2.6	Clinical Psychologist	A mental Health professional who integrates science, theory and clinical knowledge for the purpose of understanding, preventing and relieving psychologically based distress or dysfunction and to promote wellbeing and personal development.
2.7	Educational Psychologist	Focuses mainly on human learning processes, from both cognitive and behavioral perspectives. Focus is also on individual differences in intelligence, cognitive development, affect, motivation, self-concept, self-regulation and their role in learning.
2.8	Counselling Psychologist	Specializes in Counseling, Career Development, supervision training, prevention, health, individual strengths, person-environment interactions, educational developments and intact personalities.

2.9	Specialist Psychiatrist	A Medical Doctor specializing in Psychiatry- the branch of medicine devoted to the diagnosis, prevention, study and treatment of mental disorders.
2.10	Universal Partner	A partner with which an employee agreed to put in common all his/her property. Not only what they then have, but also what they shall acquire.
2.11	eCare Services	An electronic information system that employees could access and interact to in relation to health and wellness information.

3. ABBREVIATIONS

ABBREVIATION	DESCRIPTION
BAC	Bid Adjudication Committee
B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
CV	Curriculum Vitae
CSD	Central Supplier Database
DPSA	Department of Public Service and Administration
DBSD	Department of Small Business Development
DG	Director General
EHWP	Employee Health & Wellness Programme
EHWC	Employee Health and Wellness Committee
GCC	General Conditions of Contract (GCC)
HPCSA	Health Professions Council of South Africa
HPA	Health Professions Act, No 56 of 1974
PERSAL	Personnel and Salary System
PFMA	Public Finance Management Act, No 1 of 1999
POPI	Protection of Personal Information Act No 4 of 2013
SACSSP	South African Council for Social Service Professions
SARS	South African Revenue Services
SCM	Supply Chain Management
ToR	Terms of Reference
VAT	Value Added Tax

4. PURPOSE

- 4.1 The purpose of the bid is to invite proposals from service providers registered with either Health Professions Council of South Africa (HPCSA) and / or the South African Council for Social Service Professions (SACSSP) to render Employee Health and Wellness services to the DSBD employees and their immediate family members for a period of three (3) years.

5. BACKGROUND

- 5.1 **The DSBD** is a Government department currently with 209 employees which is not fixed. Employment relationships are governed by the provisions of the Public Service Act, 1994 (as amended) and the Public Service Regulations as administered by the Department of Public Service and Administration (DPSA).
- 5.2 Within the HRM unit, is the Employee Health and Wellness Programme (EHWP) whose vision is to (1) identify and facilitate the removal of impediments to a healthy workforce, (2) improve the employees' quality of work life as well as to (3) create an environment that facilitates a holistic approach to the growth and wellness of **the DSBD** employees. The core objective of the EHWP is, therefore, to promote the holistic wellbeing of **the DSBD** employees in relation to the working environment.
- 5.3 Furthermore, **the DSBD** seeks to synchronise employee well-being and organisational needs to ensure that employees are motivated to perform on the objectives of **the DSBD**. In order to perform this function, EHWP is to provide **the DSBD** employees with psycho-social counselling in order to cope with daily challenges and to improve the quality of their lives. Added to the counselling programme is the eCare services, which is an electronic information system that enables employees to access and interact in relation to health and wellness information.
- 5.4 In view of the above, the successful service provider must (1) provide EHWP services to a total of about 209 employees (permanent employees, interns, and contract employees); (2) Face-to-face counselling services to **the DSBD** employees as well as immediate family members; and (3) The eCare programme only to **the DSBD** employees (System must be compatible with **the DSBD** ICT infrastructure. Specifications on **the DSBD** ICT infrastructure is available on request).

6. PRINCIPLES

- 6.1 The Employee Health and Wellness Programme is underpinned by the following principles:

- a) **Only registered professionals** {i.e., registered with either Health Professions Council of South Africa (HPCSA) and / or the South African Council for Social Service Professions (SACSSP)} will be allowed to provide therapeutic interventions. This includes psychologists, registered counsellors and social workers with 3 to 5-year experience in counseling
- b) As far as possible the generic principles of respect for autonomy, non-maleficence, beneficence, and distributive justice will guide the actions of all professionals providing the counselling service.
- c) Employees utilising the Wellness Programme are assured of Confidentiality, except in cases of risk to self and others or in terms of legislation. The Service Provider must ensure compliance to the Protection of Personal Information Act (POPI) Act no 4 of 2013 and the Health Professions Act (HPA), act no 56 of 1974.
- d) The programme focuses on all levels of employment and responds to the needs of designated employees (e.g., people with disabilities and women) maintaining a performance focus.
- e) *Coherence of models*: the service delivery models should offer the same package of professional service to **the DSBD** employees and their immediate family members.
- f) *Voluntary Participation*: Employees and their immediate family members' participation in the programme is voluntary.

7. SCOPE OF WORK

7.1 Applicability of scope

- 7.1.1 The Programme shall be open to all employees and members of their immediate families, and available and accessible irrespective of their geographical area (location), where they may be, due to official duties, through:
- 7.1.2 The Programme shall allow for **Self-referral** (i.e., where the employee seeks professional help on their own) or **Informal referral** (i.e., where a supervisor, friend or co-worker recommends EHWP).
- 7.1.3 Programme shall allow for **Formal referral** based on job performance and recommendation by a supervisor.

NB: The Service Provider is required to as far as possible, utilise Counsellors who are available in at least the two major centres (Pretoria and Cape Town) and in close proximity of the relevant DSBD offices.

7.2 Services to be provided

7.2.1 The Service Provider is expected to design, implement, and manage the Employee Health and Wellness Programme with the following deliverables:

7.2.1.1 Develop a workplace psycho-social counselling and eCare programme.

7.2.1.2 Provide a counselling service in all 11 official languages and also in sign language.

7.2.1.3 Develop and implement a marketing strategy to advertise and market the programme in consultation with **the DSBD's** Communications & Marketing unit and with the EHWP.

7.2.1.4 Provide a toll-free number for employees to phone and must be accessible 24/7/365 with a call-back service.

7.2.1.5 Provide a client utilisation report and also report on trends and recommendations on a monthly, quarterly, biannually, and annual basis; and,

7.2.1.6 Implement quarterly workshops based on the trends and issues emanating from the counselling and eCare services.

7.2.1.7 In conjunction with the EHWP manager, identify and implement Health and Wellness activities / events as per the National Health Calendar.

7.2.2 Counselling

7.2.2.1 Provide a generic counselling service in all the official languages, including deaf people.

7.2.2.2 Provide trauma debriefing within 48 hours (individual and/or group) of an incident; Provide trauma management services.

7.2.2.3 Render a telephonic as well as face-to-face counseling service to employees and immediate family members in both Pretoria and Cape Town offices

7.2.2.4 Telephonic counselling should be unlimited. Physical visit to be conducted by the DSBD to the service provider work premises, to ascertain (to conduct due diligence) availability of the call center and

7.2.2.5 Provide monthly Telephone Management System should be in place to track calls and employees who consulted and provide call track ration – i.e., how long does employees hold to get an answer.

7.2.2.6 Face-to-face counselling should be at a maximum of six (6) sessions per problem per employee/family member and referral to a relevant specialist thereafter.

7.2.2.7 All face-to-face referrals shall be approved by the Wellness Manager to ensure that all internal arrangements pertaining to attendance of sessions and leave is addressed before hand.

7.2.2.8 Provide management consultations, interventions, and coaching; and

7.2.2.9 Provide management support in relation to formal referrals.

7.2.3 eCare

- 7.2.3.1 In consultation with the Chief Information Officer, provide an interactive web-based site with recent and relevant research on health and wellness issues for employees to interact with.
- 7.2.3.2 On the 11th of every month, provide an eCare newsletter relating to health and wellness.
- 7.2.3.3 On a monthly basis, provide a total of 209 hard copies of articles on health promotion and education (this should include a combination of A4 and A3 paper / poster size) as well as monthly electronic articles, as per the National Health Calendar or, as per the need of the DSBD.
- 7.2.3.4 Register, individualise and provide a status report to employees who profile themselves on the eCare platform.
- 7.2.3.5 Send profiled employees health updates as well as updates to track their progress; and
- 7.2.3.6 Provide access for employees to interact with a general practitioner, fitness instructor and dietician.

7.2.4 Life Management Services

- 7.2.4.1 Render a legal advisory service and not in conflict with the organisation.
- 7.2.4.2 Provide personal financial counselling; and
- 7.2.4.3 Render an information and directory service.
- 7.2.4.4 Assist employees with the South African Revenue Service (SARS) tax return support services.

7.2.5 Reporting

- 7.2.5.1 Provide quarterly, biannual, and annual reports and present such to all management fora in the DSBD
- 7.2.5.2 Reporting must be integrated of all the services rendered.
- 7.2.5.3 Reports to include trends as well as recommendations.
- 7.2.5.4 Conduct a customer satisfaction survey on an annual basis, on the services rendered.

7.2.6 Training and development

- 7.2.6.1 Provide facilitation/presentation for a quarterly 4-hour workshop based on the trends emanating from the counselling service or as per the needs identified through other programmes within **the DSBD**.
- 7.2.6.2 Workshops must include education on life skills so that employees could develop and enhance their coping skills.

7.2.7 Group interventions (on a needs basis)

7.2.7.1 Provide group interventions on a need basis.

7.2.7.2 Group interventions, unlike trauma debriefing, should focus on intervention, group support and team development / cohesion and sustenance, including inter and intrapersonal skills development: and

7.2.7.3 Group interventions should include assessment, group facilitation and recommendations.

7.2.7.4 Employee morale boosting services – this should include workshops aimed at inspiring / reviving employees' work spirit to enhance job productivity.

7.2.8 Advertising and marketing

7.2.8.1 Develop and implement a marketing and communication strategy and plan for employees, management, supervisors, and the labour unions in the form of awareness programmes; electronic mail/media; pamphlets; brochures; leaflets; posters; exhibitions and provide an annual program of planned wellness activities and the related costs. Conduct communication session with **the DSBD** staff and Line Managers, introducing EHWP and benefits for outsourced services.

7.2.8.2 Conduct presentations on the EHW services at the monthly induction programme or as per the need of the DSBD.

7.2.8.3 In consultation with the DSBD's Communications & Marketing unit, develop and implement a marketing and communications plan at inception, annually and for when the utilisation rate is low.

7.2.8.4 At inception of the project and thereafter annually, provide marketing material to market the EHW services.

7.2.8.5 Monitor and evaluate marketing trends: and

7.2.8.6 Provide health promotion and education pamphlets/ material to be distributed through the Exhibition table and notice boards.

7.2.9 Project management to ensure success

7.2.9.1 Develop and submit a project charter to the manager EHW.

7.2.9.2 Develop a monitoring and evaluation system.

7.2.9.3 Invoices for services rendered must be submitted monthly before the 7th of every month to Supply Chain Management for the attention of Mr Lebogang Papale at lpapale@dsbd.gov.za. Payment will be made within 30 days of submission of the invoice.

7.2.9.4 Provide a professional 24/7/365 toll-free number so that employees could be directed to a counsellor and render a call-back service.

7.2.9.5 The DSBD project team to be informed of the content of the monthly eCare newsletter upfront.

8. OBLIGATION OF THE DSBD

8.1 The DSBD will be responsible for the following logistical arrangements:

- 8.1.1 Meeting/ Consultation /Counselling rooms if required.
- 8.1.2 Co-ordination of respondents / role players for group intervention, including provision of transport to consult with a counselor when necessary.
- 8.1.3 Marketing of the project.
- 8.1.4 Co-ordinate participation in the survey as well as project meetings.
- 8.1.5 Coordinate presentations and workshops as well as venues.
- 8.1.6 Provision of all reports and data relevant to the project; and
- 8.1.7 Effect payment for service rendered within thirty (30) days after invoicing.

9. Financial Viability

- 9.1 It is expected that the service provider shall provide audited/certified financial statements and/or bank statements on an annual basis as support and evidence of their financial sustainability for the duration of the contract.
- 9.2 The DSBD will use the per capita financial model, whereby monthly payment is made to the service provider, irrespective of whether the services used by employees and or immediate family members or not.

Costing per main element of the proposed programme: (This pricing should be in line with SBD 3.3)					
NB: please note that consultancy fees must be in line with the DPSA approved rates for consultants					
NR	ACTIVITY	PAX / NR OF EVENTS	COSTING EXCLUDING VAT	COSTING INCLUDING VAT	
1	Clinical and Professional Support Life Services for employees (24/7/365 via standard toll-free line—Unlimited access) Confidential Telephonic Counselling	As per need to a total of 209 employees and their immediate family members	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 1(209 employees)					
2	Life Management Services Financial Advice Legal Advice Family Care Support	Per need, to 209 employees and their immediate family members	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 2 (209 employees)					
3	Telephonic Health & Medical Support Services - COVID-19 Support - Health Coaching & Health Risk Management - HIV/AIDS Counselling and Support - Referral To Existing Company Services Such as Medical Aid/On-site Clinics	As per clients need	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 3 (209 employees)					

Costing per main element of the proposed programme: (This pricing should be in line with SBD 3.3)					
NB: please note that consultancy fees must be in line with the DPSA approved rates for consultants					
NR	ACTIVITY	PAX / NR OF EVENTS	COSTING EXCLUDING VAT	COSTING INCLUDING VAT	
4	Musculoskeletal Health Management - Telephone Assessment & Guided Self-Management Comprehensive Absence Management - First Day Absence Reporting and Management *Data Analysis, Absence Referrals and Management, Sick Note Verification	As per clients need	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 4 (209 employees)					
5	Onsite Group Trauma and Crisis Intervention	3 onsite / online trauma interventions per year	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 5 (209 employees)					
6	Managerial Consultancy and Referral Services - Comprehensive briefing and training for managers/supervisors/team leaders and HR specialists - Managerial Referral - Custodian Referral	As per clients need	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 6 (209 employees)					

Costing per main element of the proposed programme: (This pricing should be in line with SBD 3.3)					
NB: please note that consultancy fees must be in line with the DPSA approved rates for consultants					
NR	ACTIVITY	PAX / NR OF EVENTS	COSTING EXCLUDING VAT	COSTING INCLUDING VAT	
7	Marketing and Communication Digital Collateral (APP) and Printed Collateral (Poster, Brochures, Wallet Cards), USSD Communication Services.	Continuous - Weekly, bi-weekly	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 7 (209 employees)					
8	Face to Face Counselling / Individual Support Interventions Short-term, problem focused and solution orientated counselling Services available in all 11 South African official languages	Indicate costing per unit R _____/per employee	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 8 (209 employees)					
9	Online Health and Wellness Programme • Health Education and Promotion – observance of National Department of Health - Health Calendar	Indicate cost per unit here (per health calendar observance dates)	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 9 (209 employees)					

Costing per main element of the proposed programme: (This pricing should be in line with SBD 3.3)				
NB: please note that consultancy fees must be in line with the DPSA approved rates for consultants				
NR	ACTIVITY	PAX / NR OF EVENTS	COSTING EXCLUDING VAT	COSTING INCLUDING VAT
10	Training and Development Employee Quarterly Training – Life Skills empowerment (Virtual topic talks)	Indicate costing per training session unit (hrs/consultant) 4 training sessions per year for 2 hours	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:
COSTING SUB-TOTAL FOR 10 (209 employees)				
11	Group interventions - Conflict resolution / emotional impact / debriefing sessions – Team development and sustenance (DSBD Units / branches) - Intrapersonal and interpersonal relationships/ skills empowerment - Emotional intelligence - Effective Communication Skills.	6 group sessions per year - maximum duration of 2 hours per session.	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:
COSTING SUB-TOTAL FOR 11 (209 employees)				
12	Reporting - Quarterly Reporting - Annual Reporting	4 quarterly reports per year for 3 years (2 reports for the first year – already on 3 rd quarter of current financial year) One annual report – for 3 years	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:
COSTING SUB-TOTAL FOR 12 (209 employees)				

Costing per main element of the proposed programme: (This pricing should be in line with SBD 3.3)					
NB: please note that consultancy fees must be in line with the DPSA approved rates for consultants					
NR	ACTIVITY	PAX / NR OF EVENTS	COSTING EXCLUDING VAT	COSTING INCLUDING VAT	
13	Programme Management Client support services team On-going awareness sessions Monthly Digital Drops	Ongoing, and as per client's needs	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	
COSTING SUB-TOTAL FOR 13 (209 employees)					
Costing Grand Total Fee for 3 years on 209 employees excl. VAT					
Costing Grand Total Fee for 3 Years on 209 employees Incl. VAT					

10. PROSPECTIVE SERVICE PROVIDER RESPONSE TO THE REQUEST FOR PROPOSAL (RFP)

- 10.1 The prospective service provider must submit a written proposal that will include the following:
- 10.1.1 A detailed project plan, including methodology and approach as to how these services will be rendered. The detailed project plans must include:
 - 10.1.1.1 How the counselling and eCare services will be conducted and how the project will be managed and by whom.
 - 10.1.1.2 A database of all the professionals who will be offering the counselling services and an indication of their qualifications, knowledge, skills, and previous experience. Proof of qualifications of people to implement and manage the eCare programme.
 - 10.1.1.3 What resources the organisation has to render these services effectively.
 - 10.1.1.4 The organisation's previous experience in implement a psycho-social counselling and eCare service and its deliverables mentioned above.
 - 10.1.1.5 Method of reporting on a monthly, quarterly, and annual basis and what the information can be used for; and
 - 10.1.1.6 Available infrastructure in terms of capacity and systems to render these services.
 - 10.1.1.7 Demonstrated knowledge of EHW including workplace HIV and AIDS programmes as well as web-site design and content management.
 - 10.2 The service provider must include a list of at least seven (7) client organisations where similar services were provided and their contact numbers for reference purposes.
 - 10.3 A response to each element in the evaluation matrix of not more than two (2) pages per element must be prepared and you may include annexures. Failure to address each element of the matrix will be perceived as non-compliance with the contract conditions and will thus invalidate your proposal.
 - 10.4 The proposal should have one price as per the SBD 3.3.

11. EXPERIENCE AND QUALIFICATIONS

- 11.1 Prospective bidders must have a minimum of 5 years' relevant experience in the EHW field and should be able to demonstrate involvement in similar/relevant programmes.
- 11.2 The service provider must submit names of qualified counsellors who are either registered with the Health Professions Council of South Africa (HPCSA) as Clinical/Educational/Counselling Psychologists or with the South African Council for Social Service Professions (SACSSP) as Social Workers and who will be allocated to the DSBD eCare project for the duration of this contract.
- 11.3 Failure to comply with 7.1 and 7.2 will be perceived as non-compliance with the contract conditions and will invalidate the bid.

- 11.4 Only bidders who have experience with similar projects and have met the minimum requirements of the project will be considered in the evaluation process.

12. PROPOSALS

- 12.1 Bid documents may be couriered to the aforesaid address on or before the closing date and time. For hardcopy deliveries, arrangements **must** be made on time via email with Ms Rudzani Matodzi at rmatodzi@dsbd.gov.za
- 12.2 Bid documents will only be considered if received by DSBD before the closing date and time, regardless of the method used to send or deliver such documents to DSBD. Bids received after the closing date and time will be disqualified.
- 12.3 The following format must be adhered to when bid documents are submitted, be it arranged hand (i.e., as per appointment) delivery at 77 Meintjies Street, Block G, 3rd Floor, the dtic Campus or uploading on OneDrive link (**to be provided with the tender documents**):
- 12.3.1 **Folder 1 or Annexure A:** Standard Bidding Documents (SBD), i.e., SBD 4, SBD 6.1, SBD 8; and SBD 9; Certificate of Compliance (Industry Associations or Accreditation) where applicable.
- 12.3.2 **Folder 2 or Annexure B:** Pricing Schedule (SBD 1 and 3.3)
- 12.3.3 **Folder 3 or Annexure C:** Functional Proposal
- 12.4 For hand delivery, bidders are required to submit one (1) original plus a USB properly labelled as per 6.1 above.
- 12.5 All enquiries must be directed to SCM at dsbdtenders@dsbd.gov.za
- 12.6 **FAILURE TO SUBMIT THE INFORMATION AS REQUESTED ABOVE WILL RESULT IN THE INVALIDATION OF A PROPOSAL.**

13. EVALUATION CRITERIA AND PROCESS

- 13.1 The evaluation of bids will be conducted in four (4) separate phases as outlined below:
- 13.1.1 **Phase 1: Preliminary Evaluation (Compliance Evaluation)**
- 13.1.1.1 To be conducted by SCM to confirm compliance and completeness of documents, i.e., Tax compliance, complete SBD forms (SBD 1; SBD 4; SBD 6; SBD 8 and SBD 9) and other documentation that might have been required for the tender (e.g., certification of professional bodies).
- 13.1.1.2 DSBD may request clarification or further information regarding any aspect of the bid, e.g., update of the Tax Compliance status where a bidder is non-tax compliant on the closure of the tender or incomplete). The bidder must supply the requested

information **within 7 days (tax compliance) or within 3 days (Incomplete SBD Forms)** after the request has been made otherwise the bid will be disqualified.

13.1.1.3 Only those proposals whose compliance is in order will move to Phase 2

13.1.2 Phase 2: Functional Proposal

13.1.2.1 The second phase will be the evaluation to determine the capability of the service provider to deliver on the specified requirements. The following key score shall be applied for the evaluation on functionality. Only service providers that score 70% out of 80 points (56 points) and above on functionality will go through to Phase 3.

0	1.	2.	3.	4.	5.
Non responsive	Poor (significantly below requirements)	Inadequate (below requirements)	Good (meets requirements)	Very good (above requirements)	Excellent (significantly above requirements)

Functional Criteria	Weight	Key score (0-5)
1. EXPERIENCE	15	
Service provider must have a minimum of five (5) years' experience in EHW implementation (Proposal to include proof of delivering similar projects i.e.,		
10 years + = 5		
6 -9 years + = 4		
5 years + = 3		
2. REFERENCES	5	
Service provider must have a minimum of seven (7) references in EHW implementation Reference letters MUST include the following, main details:		
1. Recent contracts and periods in the last 3 years		
2. Value of contracts		
3. Contact person etc.		
4. Reference letters to be on Organisation's letterhead and signature		

13.1.3 Phase 3: Presentations and Interviews

13.1.3.1 Bidders that score 70% out of 20 points (14 points) and above in the Phase 2 will be given an opportunity to make a PowerPoint presentation on their proposed project, duration, benefits, methodology and implementation plan as well as also outline key responsibilities etc.

13.1.3.2 The presentation must be aligned with the criteria as outlined below. The Bid Evaluation Committee (BEC) will interview bidders following the presentation should any clarity be required on the Proposal.

13.1.3.3 Presentations will be evaluated on the criteria below and will be rated on a scale of 1-5.

#	Functional Criteria	Weight
1	Effective Response to the Scope of the Work and Requirements	3
2	Methodology and approach	4
3	Demonstrate knowledge and experience in the EHW field as well as how the project will be implemented in the DSBD	5

13.1.4 Phase 4: Price and BEE Status Level of Contribution

13.1.4.1 Only bidders that score a combined **70% out of 100 points on Functionality i.e., 70 points and above** will be considered on this phase which will determine the bidder (s) to be recommended for approval by the delegated authority. The 80/20 Preference points system will be applied using the below formula to calculate price:

The following formula will be used to calculate the points for price: Criteria	Points
Price Evaluation $Ps \ 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$	80

Where,

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

13.1.4.2 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table as set out in the Preference Points Claim Form (SBD 6).

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

14. CONDITIONS OF CONTRACT

14.1 Please note that the General Conditions of Contract (GCC) shall be applicable.

14.2 The bid must be signed by authorised official in your consultancy firm.

15. MONITORING AND EVALUATION

15.1 The DSB and successful Bidder will set up systems and procedures for monitoring, and evaluation of the project.

16. RISK MANAGEMENT

16.1 The project will be implemented in line with the departmental budgetary constraints that may necessitate re-prioritization.

17. COMMUNICATION

18.1 Stakeholders and role players will be informed on the progress of the project on a monthly basis through submitted reports and attendance registers and possible presentation sessions conducted to relevant DSB committees.

18. CONTACT DETAILS

18.1 Tender enquiries

18.1.1 The email address to which tender and/or related questions of clarity must be submitted is dsbtenders@dsbd.gov.za

18.2 Technical Enquiries (Programme Manager):

Name: Dr Shirley Maabela

Telephone Number: 012 394 1635 / 082 658 9012

Email: SMaabela@dsbd.gov.za

ANNEXURE A

Please note this checklist must be completed and submitted together with the **Financial Proposal** (Envelope 2)

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES/NO	Complete and sign the supplied pro forma document
Tax Status	YES/NO	i. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) ii. Vendor number iii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Pricing Schedule-SBD 3.3	YES/NO	Complete and sign the supplied pro forma document
Declaration of Interest – SBD 4	YES/NO	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES/NO	Non-declaration and non-submission of the Sworn Affidavit and a valid BEE Certificate issued by a SANAS Accredited supplier will lead to a zero (0) score on BBBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES/NO	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Registration on Central Supplier Database (CSD)	NO	The Service Provider must be registered on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Functional Proposal including Mandatory documents (Envelope 1)	YES	Submit a functional proposal in line with the Terms of Reference including the SBD documents above.
Pricing Schedule (Envelope 2)	YES	Submit full details of the pricing proposal

ANNEXURE B

The below checklist must be completed and submitted together with the **functional proposal (Envelope 1)**

CRITERIA	YES	NO	N/A
Did the service provider include the cover page with company name, address and contact person(s) and contact details?			
Did the service provider indicate company background i.e., history, strengths, experience, size, and client list?			
Did the service provider include Proof of accreditation certification?			
Did the service provider include CV, profile and relevant qualification(s) of the proposed Project Team Member (s)?			
Did the service provider provide include Three (3) references of organisations similar in magnitude and profile where Employee Health and Wellness (EHW) Programme was implemented by the Project Team Member (s)?			
Did the service provider include a detailed project plan in their proposal?			
Did the service provider include the experience of the Project Team Member (s)?			

ToR Approved

YES



NO





NOMONDE MNUKWA
CHIEF DIRECTOR: CORPORATE MANAGEMENT
Date: 13 October 2021



ATTENDANCE REGISTER

DSBD BID EVALUATION COMMITTEE (BEC) MEETING

DATE: 04th November 2021

TIME: 8H30 TO 16H00

VENUE: EXCO BOARDROOM

I, the undersigned, accept that all consultation, information, documentation and decisions regarding any matter servicing before the Bid Adjudication Committee are confidential in nature and I shall not disclose, until a formal and official communication is sent out by the Director General. I therefore, undertake not to make known anything in this regard

I also declare that I will not purposefully favour or prejudice any person or process

#	NAME AND SURNAME	DESIGNATION	POSITION	DECLARATION OF INTEREST
1	Hendriken Rossouw	Director: HRM	Chairperson	None Helen
2	Shirley Meabers	DD: E&A	Member	None
3	Vukile Nkomo	Director: Policy & Int	Member	None
4	Nompumelelo Radaba	DD: F&M	Member	None

I, the undersigned, accept that all consultation, information, documentation and decisions regarding any matter servicing before the Bid Adjudication Committee are confidential in nature and I shall not disclose, until a formal and official communication is sent out by the Director General. I therefore, undertake not to make known anything in this regard

I also declare that I will not purposefully favour or prejudice any person or process

#	NAME AND SURNAME	DESIGNATION	POSITION	DECLARATION OF INTEREST
6	Rudini Nandini	DD: SC	Observer	None
7			Secretariate	
5	Rejoice madyulu	OHG Practitioner		None
6				
7				
8				
9				

ATTENDANCE REGISTER

DSBD BID EVALUATION COMMITTEE (BEC) MEETING

DATE: 17th November 2021

TIME: 09H00 TO 11H00

VENUE: MICROSOFT TEAMS

I, the undersigned, accept that all consultation, information, documentation and decisions regarding any matter servicing before the Bid Adjudication Committee are confidential in nature and I shall not disclose, until a formal and official communication is sent out by the Director General. I therefore, undertake not to make known anything in this regard

I also declare that I will not purposefully favour or prejudice any person or process

#	NAME AND SURNAME	DESIGNATION	POSITION	DECLARATION OF INTEREST
1	H Rossouw	Dir: HRM	Chairperson	None
2	S. Maabela	DD: EHW	Member	None
3	N. RADEBE	N. RADEBE DD: FACILITIES MANAGEMENT	Member	None
4	Mr V Nkabinde	Director: Policy Unit	Member	None

I, the undersigned, accept that all consultation, information, documentation and decisions regarding any matter servicing before the Bid Adjudication Committee are confidential in nature and I shall not disclose, until a formal and official communication is sent out by the Director General. I therefore, undertake not to make known anything in this regard

I also declare that I will not purposefully favour or prejudice any person or process

#	NAME AND SURNAME	DESIGNATION	POSITION	DECLARATION OF INTEREST
6	Rudzani Matodzi	DD:SCM	SCM	None
7	Rejoyce Maudu	OHS Practitioner	Secretariate	None
5				
6				
7				
8				
9				



small business
development

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

Title: DSBD BID SPECIFICATION COMMITTEE (BSC) MEETING

Date: 2020-10-16

Time: 12h00 to 15h00

Location: 2nd Floor – Boardroom 1

Committee Members

Name and Surname	Position	Present	Apology	Absent
Shirley Maabela	Deputy Director: EHW (Chairperson)	√		
Hendriën Rossouw	Director: HRM		√	
Rejoyce Maudu	Principal Personnel Officer: OHS/Wellness (Secretary)	√		
Tonny Nkoana	ASD: SCM	√		
Rudzani Matodzi	DD: SCM	√		
Kedibone Mogabudi	DPSA	√		
Isaac Makala	DOL	√		

Agenda

1. Procedural

- | | | |
|------|--|-------------|
| 1.1 | Opening and Welcome | Chairperson |
| 1.2 | Apologies | Chairperson |
| 1.3 | Announcements | All |
| 1.4 | Circulation of the Attendance Register | Secretariat |
| 1.5 | Adoption of the Agenda | All |
| 1.6 | Any other business | All |
| 1.7 | Remarks experience from the existing contract (ICAS) | Chairperson |
| 1.8 | Briefing on Committee Terms of Reference and Code of Conduct ASD:SCM | |
| 1.9 | ToR: EHWP Outsourced services (DSBD. EHWP) | All |
| 1.10 | Resolutions | Chairperson |
| 1.8 | Closure | Chairperson |



Minutes

Agenda Topics	Discussion	Responsible Member/s
1. Procedural		
1.1 Opening and welcome	The chairperson welcomed all members to the BSC meeting.	Chairperson
1.2 Apologies	As per attendance list above.	Chairperson
1.3 Announcements	No announcement	All
1.4 Circulating attendance register	Attendance register circulated	Secretariat
1.5 Adoption of the Agenda	Agenda was adopted by the committee members	All
1.6 Any other business	None	All
1.7 Remarks experience from the existing contract (ICAS)	ICAS rendered services accordingly and DSBD is happy with their services.	Chairperson
1.8 Briefing on Committee Terms of Reference and Code of Conduct	All committee members signed code of conduct	All
1.9 ToR: EHWP Outsourced services (DSBD, EHWP)	Raised issues / amendment on the document: ➤ Terms to be amended: • EAP to EHW • Clinical Social Worker to Registered Social Worker • Immediate family members need to be defined. • Staff members to employees ➤ Purpose of the bid (page 5) – to invite proposal for registered service providers to	



	render Employee Health and Wellness services to the DSBD employees and their immediate family members for a period of 3 years. ➤ Principles (page6) - professionals should be registered with either Health Professions Council South Africa (HPCSA) and / the South African Council for Social Service Professionals (SACSSP). ➤ Telephone Management System should be in place to track calls and employees who consulted.call time ratio e.g how long will the employee hold to get the answer. ➤ Financial model - DSBD is / will be using Per capita model were payment is done regardless of the service used. ➤ 7.5.3 Specify how many hard copies are needed and also the size of the hard copies required. ➤ 7.6.4 Verify the statement with Dti. ➤ Evaluation criteria – BEC to conduct due deligence to check / investigate if the company has what they promised, e.g existing call centre, qualifications of the professionals etc. ➤ Face to face counselling – It must be included on the policy that transport will be provided for employees to meet with the counsellor.	
--	---	--



small business
development

Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

1.10 Resolutions	Document will be amended and sent to the committee members for their inputs. Meeting will be arranged and final document will be signed.	Chairperson
1.11 Closure	Chairperson thanks all members for attending the meeting.	Chairperson

NR Maudu
.....

Rejoyce Maudu

Occupational Health and Safety Practitioner - Secretariat

Date: 21/10/2020

S Maabela
.....

Shirley Maabela

Deputy Director: Employee Health and Wellness(EHW) - Chairperson

Date: 2020 October 26



MINUTES OF THE BID EVALUATION COMMITTEE

DATE: 04 NOVEMBER 2021 and 17 November 2021

CHAIRPERSON: HENDRIEN ROSSOUW

TIME: 09:00-16:00

VENUE: EXCO BOARDROOM (04 November 2021) AND MICROSOFT TEAMS (17 November 2021)

SECRETARIAT: REJOYCE MAUDU

IN ATTENDANCE:

NO:	INITIAL AND SURNAME
1.	H Rossouw
2.	S Maabela
3.	N Radebe
4.	V Nkabinde

NO:	INITIAL AND SURNAME
5.	R Matodzi
6.	R Maudu

AGENDA ITEM	ACTION PLAN	
	RESOLUTION	DUE DATE
1. OPENING AND WELCOME 1.1 The Chairperson, Hendriken Rossouw, opened the meeting and welcomed all members. 1.2 Apologies: No apologies received. 1.3 No announcement: 1.4 Background: Employee Wellness Programme for the Department of Small Business Development for a Period of 36 Months (Tender number DSBD. EHWP 006 20212022) The Bid Was advertised on the 14 th of October 2021. The Advert Closed on the 03 rd of November 2021 at 16:00am Seven (07) bids received on time; no late bids were received. <u>List of Seven (7) Bids Received on Time</u> 1. ICAS Employee and Organization Enhancement Services Southern Africa 2. Workforce Healthcare 3. Reality Wellness Group 4. Nakins Lifestyle Group 5. MMM3 Training and Development 6. Frontees Trading and Projects 7. MMAM Business Enterprise BEC Committee Members		

AGENDA ITEM	ACTION PLAN	
	RESOLUTION	DUE DATE
- Hendriën Rossouw - Chairperson - Shirley Maabela - Member - Vukile Nkabinde – Member - Nompumelelo Radebe – Member - Rudzani Matodzi – SCM - Rejoyce Maudu - Secretariat		
2.		
2.1 Tender has been re- advertised due to administration related shortcomings identified during the last stage of appointment process, it was advertised on 14 October 2021 and closed on 03 November 2021 at 16h00, seven bids were received on time. 2.2 <u>Phase three (3) of evaluation and the scoring points outcome</u> - ICAS Employee and Organization Enhancement Services Southern Africa (91.7%) - Workforce Healthcare (88.7%) - Reality Wellness Group (55.33%) - Nakins Lifestyle Group (59.7%) - MMM3 Training and Development (55%) - Frontees Trading and Projects (45,7%)	<u>Resolution 1 of 17</u> <u>November 2021</u> Submission will be drafted by SCM and routed via CFO and to the DG.	

AGENDA ITEM	ACTION PLAN	
	RESOLUTION	DUE DATE
7. MMAM Business Enterprise (55%) 2.3 Two service providers scored more than 70% went through to the next stage which is presentation phase. Names of the two service providers are: a. Workforce Health Care (88.7%) b. ICAS (91.7%) 2.4 Presentation phase took place on 17 November 2021. BEC members were requested to introduce themselves before service provider started with the presentation. 2.5 Presentation outcome was as follows: 2.6 BEC members agreed that Service Providers will present for 30 minutes and time for questions will be 15 minutes which gives 45 minutes for each service provider. After each presentation BEC members discussed about the presentation and scored individually. 2.7 Workforce Health Care was the first one to present, presentation started at 09h15 -10h00. Second presenter was ICAS from 10h15 – 11h00 including questions. 2.8 Presentation Outcome Results: a. ICAS Employee and Organization Enhancement Services Southern Africa - 76,66% b. Workforce Health Care - 75,33% Phase (4) Evaluation Preference Point Scoring 80/20 outcome		

AGENDA ITEM						ACTION PLAN	
						RESOLUTION	DUE DATE
#	Name of service provider	Bid Price	BBEES Score	Point for Price	Number of Points	Total Pont scored	
1	ICAS Southern Africa (Pty) Ltd	R 671 233.70	1	80	20	100	
2	Workforce Health Care	R 945 737.72	2	47.28	18	65.28	

ICAS Southern Africa (Pty) Ltd scored the highest point of 100 on price and BBEES.

NR Maudu

Rejoyce Maudu

BEC Committee Secretariat

Date: 19/11/2021

HC Rossouw

Hendriken Rossouw

BEC Chairperson

Date: 2021/11/22