

## Supply Chain Management (SCM)

Deviation Template

### REQUEST TO APPROVE EXPANSIONS OR VARIATION OF ORDERS / CONTRACTS

National Treasury Instruction Note No 3 of 2021/22 – *Enhancing Compliance, Transparency and Accountability in the Supply Chain Management* system allows for variation or expansions on orders / contracts.

- Expansion and variations **can only be done prior to expiry date of the existing contract or Purchase Order.**
- Contracts including Purchase Order can be:
  - (a) Expanded by increasing the scope of work; or
  - (b) Extending the period of a contract; or
  - (c) Varied by changing the scope of work; or
  - (d) Expanded or varied through a combination of or all of the above.
- If an expansion or variation in the scope of work requires an extension in the period of the contract or Purchase Order, the motivation must distinguish between the change in the scope of work and the period for which the contract is extended.
- Expansion and variation of contracts cannot be used to avoid going out on a new tender process. All procurement transactions must meet the constitutional requirements of fairness, equitability, transparency, competitiveness, and cost-effectiveness.
- Supplier(s) **cannot be requested to deliver goods, works and/or services** until approval of the deviation has been granted and an **official CSIR Purchase Order issued.**
- Requestor and Final Approver cannot be the same person.

### SECTION A

**This Expansion and Variation Form must be completed by the requestor (cluster/portfolio) and submitted to Supply Chain Management (SCM) for consideration.**

The completed form must be submitted to SCM with the following supporting documents:

- ☐ Original Contract, if applicable
- ☐ Original SCARF, if applicable
- ☐ Original Purchase Order(s)
- ☐ Previous Addendum (Addenda) and motivation/approval– if applicable
- ☐ Previous Addendum SCARF (Addenda SCARF) – if applicable
- ☐ Quotation for variation request
- ☐ Motivation Memo, if applicable
- ☐ Other: Specify

|   |                                                    |                                                       |
|---|----------------------------------------------------|-------------------------------------------------------|
| 1 | Division                                           | Support                                               |
| 2 | Cluster/Portfolio                                  | Human Capital Management                              |
| 3 | Requestor from cluster/portfolio (Name & Position) | Phumudzo Maboho<br>Senior Manager: Talent Acquisition |
| 4 | Supplier name                                      | Managed Integrity Evaluation (Pty) Ltd                |

|    |                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                         |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5  | Description of goods/works/services<br><i>(Describe the goods or service, what it is, and what is required for. Clearly indicate new contract start and end date if applicable.)</i>                                                                                                                                                                       | Request for the expansion of participation in (piggybacking) the existing PURCO SA National Framework Agreement for the provision of supplier, employee, and student background screening services, including all related goods and services, contract number: PU80111/002.                                                                                             |
| 6  | Original RFx/ Deviation Number                                                                                                                                                                                                                                                                                                                             | PU80111/002                                                                                                                                                                                                                                                                                                                                                             |
| 7  | PO Number (s)                                                                                                                                                                                                                                                                                                                                              | 1000856910, 1000854188, 1000851536, 1000851560, 1000847142, 1000847139, 1000842104, 1000841382, 1000841381                                                                                                                                                                                                                                                              |
| 8  | Value of POs raised to date (Incl. VAT)                                                                                                                                                                                                                                                                                                                    | R326 414.62                                                                                                                                                                                                                                                                                                                                                             |
| 9  | Original Contract Number (If applicable)                                                                                                                                                                                                                                                                                                                   | PU80111/002                                                                                                                                                                                                                                                                                                                                                             |
| 10 | Original Contract/PO Value (Incl. VAT)                                                                                                                                                                                                                                                                                                                     | R1 500 000.00                                                                                                                                                                                                                                                                                                                                                           |
| 11 | How many times has this contract/PO been expanded or varied before, excluding the current request.                                                                                                                                                                                                                                                         | Zero                                                                                                                                                                                                                                                                                                                                                                    |
| 12 | Value of previous expansions or variations (Incl. VAT) if applicable                                                                                                                                                                                                                                                                                       | R0.00                                                                                                                                                                                                                                                                                                                                                                   |
| 13 | % variation of previous expansions or variations, if applicable.                                                                                                                                                                                                                                                                                           | 0%                                                                                                                                                                                                                                                                                                                                                                      |
| 14 | Value of current expansions or variations request (Excl. VAT), if applicable.<br><br><i>(If the quotation is in foreign currency, indicate the exchange rate (ROE) used and the date of that rate.)</i>                                                                                                                                                    | R0.00                                                                                                                                                                                                                                                                                                                                                                   |
| 15 | Value of current expansions or variations request (Incl. VAT), if applicable.<br><br><i>(If a local supplier's quotation includes an exchange rate, record the supplier's rate and add a contingency to cover possible rate changes at invoice payment.)</i><br><br><i>Indicate the base quote, contingency %, and final amount including contingency.</i> | R0.00                                                                                                                                                                                                                                                                                                                                                                   |
| 16 | Savings<br><br><i>(Savings may include negotiated savings, savings associated with having to retrain resources, re-standardise processes, etc., if a different supplier were to be used)</i>                                                                                                                                                               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, indicate the following:<br><br><input type="checkbox"/> Negotiated Savings<br>Original Quotation:<br>Negotiated Quotation:<br>Savings Amount:<br><br><input type="checkbox"/> Other savings: Indicate and quantify savings type/s.<br><br><b>Attach proof of savings and quotations.</b> |

|    |                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                       |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17 | % variation of this expansion or variation (Value)                                                                                                                                                                                                                                                                                                    | 0%                                                                                                                                                                                                                                    |
| 18 | % cumulative variation if contract/PO has been varied before                                                                                                                                                                                                                                                                                          | 0%                                                                                                                                                                                                                                    |
| 19 | Total Value [Original Contract/PO + Variation(s), including the current request] – Incl. VAT                                                                                                                                                                                                                                                          | R1 500 000.00                                                                                                                                                                                                                         |
| 20 | Indicate if the Final Approver above has delegation for both process and cumulative expenditure approval. If no, expenditure and/or process approval must be in line with CSIR Approval Framework Policy.                                                                                                                                             | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                                                                                                |
| 21 | Existing contract/PO start date                                                                                                                                                                                                                                                                                                                       | 01 August 2023                                                                                                                                                                                                                        |
| 22 | Existing contract/PO end date<br><b>(Expansions and variations cannot be processed on expired contracts)</b>                                                                                                                                                                                                                                          | 31 July 2026                                                                                                                                                                                                                          |
| 23 | Reasons for the expansion or variation<br><i>(Complete the relevant section in this paragraph)</i><br><br><i>(If this information is already captured in a memo (the motivation must distinguish between the change in the scope of work and/or the period which the contract is extended), the memo can be attached as supporting documentation)</i> | <b>a) Detailed reasons for expanding the contract or PO by increasing the scope of work, indicating why a new tender process cannot be initiated, (if applicable).</b><br>Not Applicable, extending the period of the contract or PO. |
|    |                                                                                                                                                                                                                                                                                                                                                       | <b>b) Detailed reasons for varying the contract or PO by changing the scope of work, indicating why a new tender process cannot be initiated, (if applicable).</b><br>Not Applicable, extending the period of the contract or PO.     |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p><b>c) Detailed reasons for extending the period of the contract or PO (if applicable), indicating why a new tender process cannot be initiated.</b></p> <p>On 18 June 2024, the Group Manager: Operations and ER approved the request to participate in the PURCO SA National Framework Agreement for the provision of supplier, employee, and student background screening services, including all related goods and services for a period of twenty-two (22) months, ending 31 July 2026 with an option to amend the contract in line with any variations made by PURCO SA. On 13 July 2026, PURCO SA communicated an extension of the framework agreement pending the finalisation of a new procurement process. To maintain continuity of service and remain aligned with the PURCO SA framework agreement, the CSIR's piggybacking agreement must be extended until 31 August 2026.</p> <p>The CSIR utilises the employee background screening services as part of the employment pre-screening services. The background screening services include the following services:</p> <ul style="list-style-type: none"> <li>• Criminal record checks – These are carried out by the use of biometric fingerprint scanning. Results are obtained within 48 hours through (MIE) Managed Integrity Evaluation and use of the (AFI) Automated Fingerprint Identification System Switch database. This is a mobile service that can be conducted at a location of your choice.</li> <li>• Qualification verification – This ensures that prospective employees have lawfully obtained any qualifications to which they may claim.</li> <li>• Credit checks – To make sure that the person in question is in good financial standing with South African credit bureaus.</li> <li>• Other Verification services include - Checks on various types of driver's licenses ie. PrDP (Professional Drivers Permit) for goods, dangerous goods or public transport. Verification of trade test and other skill set qualification certificates inherent to the vacant position sought to be filled.</li> </ul> <p>The Human Capital Portfolio cannot operate efficiently without a background screening contract, and to eliminate the potential of possible irregular expenditure, the most viable option will be to piggyback/participate on the PURCO SA Framework Agreement for the provision of supplier, employee and student background screening services and all related goods and services.</p> <p>The continuation of participation in the PURCO SA National Framework Agreement represents the most efficient, cost-effective, and operationally prudent solution to ensure uninterrupted background screening services. The arrangement mitigates procurement and operational risks, supports critical recruitment activities, maintains compliance, and provides continuity of service while a new sourcing process is being finalised</p> <p><b>Start date of amended contract and/or PO: 01 August 2023</b></p> <p><b>End date of amended contract and/or PO: 31 August 2026</b></p> |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **SECTION B**

To be completed by the SCM Official handling the request. The section must only be completed by the SCM official if they have satisfied themselves that the request meets the requirements of expanding or varying contracts/PO process. If not, the requestor must be advised that a competitive / alternative procurement process will be followed.

|    |                                                          |                      |
|----|----------------------------------------------------------|----------------------|
| 24 | Call No.                                                 | ID:0019671           |
| 25 | EV No as per register                                    | CSIR EV - 2026 - 011 |
| 26 | Previous EV number(s) if contract has been varied before |                      |

## **SECTION C**

### **Facilitation of signatures by SCM Official handling the request**

**If the request was approved by CSIR Executive Committee (ExCo) or the Board, the Expansion or Variation form does not need routing to the CSIR Group Executives or CSIR Chief Executive Officer. The Expansion and Variation form must reference the relevant ExCo minute extract or Board resolution, which must be attached.**

|                                                                                                                                                                                                                    | Name                               | Designation                            | Signature                                                                                                                                                | Date       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| SCM Practitioner                                                                                                                                                                                                   | Unathi Manda                       | Divisional Procurement Manager         |                                                                     | 28/07/2026 |
| SCM Manager                                                                                                                                                                                                        | Jacqueline Bisholo                 | Strategic Sourcing Manager             |                                                                     | 28/07/2026 |
|                                                                                                                                                                                                                    | <b><u>Comments/Conditions:</u></b> |                                        |                                                                                                                                                          |            |
| Imports/Exports Review (Applicable to all foreign purchases)                                                                                                                                                       | Not Applicable                     |                                        |                                                                                                                                                          |            |
| Reviewed by SCM Compliance                                                                                                                                                                                         | Letho Dlamini                      | Compliance and Reporting Manager       | <br><small>Lethokuhle Dlamini (Jul 28, 2026 15:12:36 GMT+2)</small> | 28/07/2026 |
|                                                                                                                                                                                                                    | <b><u>Comments/Conditions:</u></b> |                                        |                                                                                                                                                          |            |
| Recommended By (R)                                                                                                                                                                                                 | Phumudzo Maboho                    | Senior Manager: Talent Acquisition     | <br><small>PbMaboho (Jul 28, 2026 15:25:59 GMT+2)</small>           | 28/07/2026 |
| Recommendation agreed to by (A)                                                                                                                                                                                    | Monato Mokgoko                     | Group Manager: Operations and ER       | <br><small>Monato Mokgoko (Jul 28, 2026 15:34:45 GMT+2)</small>     | 28/07/2026 |
| Final Approver (approval delegation thresholds are the cumulative value of the contract/s (i.e. the original value that includes the value of any previous amendments plus the value of the current amendment) (D) | Nomcebo Monama                     | Group Manager: Supply Chain Management |                                                                     | 28/07/2026 |
| Reason for rejection – if rejected                                                                                                                                                                                 |                                    |                                        |                                                                                                                                                          |            |
| Other Comments/Conditions                                                                                                                                                                                          |                                    |                                        |                                                                                                                                                          |            |

## SECTION D

### Approvals as per CSIR Approval Framework Policy

|                                                            |                                                                    | National Treasury | Board | CEO | ExCo | CFO | ExCo Member/<br>Group Executive | Executive Cluster/<br>Group Manager | Operations/<br>Support<br>Management | Group Manager:<br>SCM | Operations/<br>Support Staff |
|------------------------------------------------------------|--------------------------------------------------------------------|-------------------|-------|-----|------|-----|---------------------------------|-------------------------------------|--------------------------------------|-----------------------|------------------------------|
| <b>Expansion or variation of supplier orders/contracts</b> |                                                                    |                   |       |     |      |     |                                 |                                     |                                      |                       |                              |
| <b>Expansion<br/>or variation</b>                          | Expansion or variation of National Treasury transversal contracts. | D                 |       |     | A    |     | R                               |                                     |                                      |                       |                              |
|                                                            | More than R30 million                                              |                   | D     |     | A    |     | R                               |                                     |                                      |                       |                              |
|                                                            | More than R15 million and up to R30 million                        |                   |       | D   | A    |     | R                               |                                     |                                      |                       |                              |
|                                                            | More than R4 million and up to R15 million                         |                   |       |     |      | D   | A                               | R                                   |                                      |                       |                              |
|                                                            | Up to R4 million                                                   |                   |       |     |      |     |                                 | A                                   | R                                    | D                     |                              |

**NOTE 1:** “Expansion or variation” expansion of a contract by increasing the scope of work or variation of a contract by changing the scope of work.

**NOTE 2:** If an expansion or variation in the scope of work requires an extension in the period of the contract, the motivation must distinguish between the change in the scope of work and the period for which the contract is extended.

**NOTE 3:** The limits are per transaction. All requests for approval for expansion/variation of orders must be made by the requesting division, cluster, centre or department, which shall prepare the submission in collaboration with the SCM to ensure that the motivation contains sufficient information to meet all necessary grounds for approval of expansion or variation of orders. Approvals only pertain to process approval and not expenditure approval.

**NOTE 4:** Group Manager: SCM delegation carries with it the authority to contract time/period extension.

**NOTE 5:** Reference to ExCo Minutes abstract and Board Resolution signifies approval.

**NOTE 6:** The approval delegation thresholds are the cumulative value of the contract/s (i.e. the original value that includes the value of any previous amendments plus the value of the current amendment) and not the total business value will determine the level of delegated authority required for sign off, of the amendment.

**REQUEST FOR APPROVAL TO PARTICIPATE IN THE PURCO SA AGREEMENT FOR  
THE PROVISION OF SUPPLIER, EMPLOYEE AND STUDENT BACKGROUND  
SCREENING SERVICES AND ALL RELATED GOODS AND SERVICES.**

To: Monato Mokgoko  
Group Manager: Operations and ER

From: Sboniso Mncwango  
Manager: Talent

Date: 14 June 2024

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## **PURPOSE**

The Group Manager: Operations and ER of the CSIR is requested to CONSIDER and APPROVE the request to piggybacking on the existing PURCO National Framework Agreement for the provision of supplier, employee and student background screening services and all related goods and services at an amount of R1 500 000.00 (Incl. VAT) for a period of twenty-two (22) months, ending 31 July 2026 with an option to amend the contract in line with any variations made by PURCO SA.

## **BACKGROUND**

The CSIR utilises the employee background screening services as part of the employment pre-screening services. The background screening services include the following services:

- Criminal record checks – These are carried out by the use of biometric fingerprint scanning. Results are obtained within 48 hours through (MIE) Managed Integrity Evaluation and use of the (AFI) Automated Fingerprint Identification System Switch database. This is a mobile service that can be conducted at a location of your choice.
- Qualification verification – This ensures that prospective employees have lawfully obtained any qualifications to which they may claim.
- Credit checks – To make sure that the person in question is in good financial standing with South African credit bureaus.
- Other Verification services include - Checks on various types of driver's licenses ie. PrDP (Professional Drivers Permit) for goods, dangerous goods or public transport. Verification of trade test and other skill set qualification certificates inherent to the vacant position sought to be filled.

## **MOTIVATION**

The Human Capital Portfolio cannot operate efficiently without a background screening contract and to eliminate the potential of possible irregular expenditure, the most viable option will be to piggyback/participate on the PURCO SA Framework Agreement for the provision of supplier, employee and student background screening services and all related goods and services.

## **FINANCIAL CONSIDERATIONS**

The anticipated contract spend is R1 500 000.00 (Incl. VAT) over the next twenty-two (22) months till 31 July 2026.

The request is in line with the CSIR Approval Framework and is within the Group Manager's delegation of authority.

## **RISKS AND MITIGATIONS**

### **Operational Risks**

Failure to piggyback in the PURCO SA National Framework Agreement will:

- Cause disruption in the Human Capital's pre-employment selection process and subsequently affect its service to its clientele.
- Increase the risk of potential irregular expenditure.

### **Mitigation**

Approve participation/piggybacking in the PURCO SA National Framework Agreement to meet the demand in background screening with service providers who meet requirement; and provide employee background screening services to the Human Capital Portfolio as and when required.

## **RECOMMENDATIONS**

It is recommended that the Group Manager: Operations and ER CONSIDERS and APPROVES the following:

- the request to piggybacking on the existing PURCO SA National Framework Agreement for the provision of supplier, employee and student background screening services and all related goods and services at an amount of R1 500 000.00 (Incl. VAT) and for a period of twenty-two (22) months, ending 31 July 2026 with an option to amend the contract in line with any variations made by PURCO SA.

Submitted and Supported ☒ / Not Supported ☐

  
[Sboniso Mncwango \(Jun 14, 2024 12:37 GMT+2\)](#).....

Date: 14/06/2024

**Sboniso Mncwango**

**Manager: Talent**

Recommended ☒ / Not Recommended ☐

  
[PbMaboho \(Jun 14, 2024 13:43 GMT+2\)](#).....

Date: 14/06/2024

**Phumudzo Maboho**

**Senior Manager: Talent Acquisition**

Approved By ☐ / Not Approved ☐

  
[Monato Mokgoko \(Jun 18, 2024 16:37 GMT+2\)](#).....

Date: 18/06/2024

**Monato Mokgoko**

**Group Manager: Operations and ER**

Comments Optional:

Final approver sign off must be in line with the CSIR's Approval framework.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             | Board | CEO | Exco | CFO | Exco Member/<br>Group Executive | Executive<br>Cluster/ | Operations/<br>Support | Group Manager:<br>Procurement | Operations/<br>Support Staff |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------|-----|------|-----|---------------------------------|-----------------------|------------------------|-------------------------------|------------------------------|
| <b>Signing of supplier contracts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             |       |     |      |     |                                 |                       |                        |                               |                              |
| <b>Entering into and signing of supplier contracts and/or award of business</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |       |     |      |     |                                 |                       |                        |                               |                              |
| <b>Signing of supplier contracts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | More than R30 million                       | D     |     | A    |     | R                               |                       |                        |                               |                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | More than R15 million and up to R30 million |       | D   | A    |     | R                               |                       |                        |                               |                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | More than R4 million and up to R15 million  |       |     |      |     | D                               | A                     | R                      |                               |                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | More than R400k and up to R4 million        |       |     |      |     |                                 | D                     | A                      |                               | R                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | From R30k and up to R400k                   |       |     |      |     |                                 |                       | D                      |                               | R                            |
| <p><b>NOTE 1:</b> Any person who has been authorised to execute any legal documents, including deeds, leases, patents, copyrights, assignments, contracts, applications and financial instruments, external submissions to or on behalf of the CSIR may only do so with prior advice or sign-off of the Legal Services department.</p> <p><b>NOTE 2:</b> Unless otherwise stipulated in this Approval Framework, the authority to execute a contract or other binding document carries with it the same authority to cancel or modify it (within the prescripts of the law or any National Treasury Regulations).</p> <p><b>NOTE 3:</b> Approval limits are per transaction or contract value.</p> <p><b>NOTE 4:</b> The authority to execute a contract or other binding document carries with it the obligation that payment will follow, thereby requiring the understanding that an authorised payment will be made once proof of receipt has been obtained. No person is authorised to obligate the CSIR to an amount greater than such payment or create more onerous obligations than those contained in the contract or binding document. Increases in the original scope of work or services of the binding document must be supported by properly authorised amendment.</p> <p><b>NOTE 5:</b> The Procurement Framework and other Procurement Procedures stipulate the process to be followed for properly authorised amendments. All requests for approvals for amendments (i.e., in scope, value or period) must be done in collaboration with the SPU. No employee, even with delegation to sign and/or award the contract, may effect an amendment without prior written approval by the relevant internal or external authority.</p> <p><b>NOTE 6:</b> Contract award delegations carry with them the authority to issue letters of intent, letters of award, letters of regret (where necessary) and signing of the final contracts.</p> |                                             |       |     |      |     |                                 |                       |                        |                               |                              |

Ref: QM 026.01



## **PURCO SA CONTRACT AGREEMENT**

Entered into between:

**PURCHASING CONSORTIUM SOUTHERN AFRICA NPC**  
**(Registration Number 99/23736/08)**

and

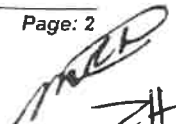
**Managed Integrity Evaluation (PTY) LTD**  
**(Registration Number 2003/016541/07)**  
herein after referred to as "the Supplier"

**PUR 4120/2 Supplier, Employee and Student Background Screening Services**

*Handwritten signatures and initials:*  
A signature that appears to be "M. M. M." with a checkmark above it.  
Below it, the initials "ZH" and a circled signature.

## TABLE OF CONTENT

|                                         |    |
|-----------------------------------------|----|
| 1. Interpretation.....                  | 3  |
| 2. Period of Agreement.....             | 4  |
| 3. Scope of Supply.....                 | 4  |
| 4. Placing of orders and delivery.....  | 4  |
| 5. Purchase Price and payment.....      | 5  |
| 6. Legislature.....                     | 5  |
| 7. Relationship.....                    | 5  |
| 8. Warranties.....                      | 6  |
| 9. Liability and Insurance.....         | 6  |
| 10. Escalation.....                     | 6  |
| 11. Termination and Breach.....         | 6  |
| 12. General.....                        | 7  |
| 13. Management Meetings.....            | 7  |
| 14. Monthly Sales Report.....           | 8  |
| 15. Service Fee.....                    | 8  |
| 16. Confidentiality.....                | 8  |
| 17. Severability.....                   | 9  |
| 18. Waiver.....                         | 9  |
| 19. Cession.....                        | 9  |
| 20. Dispute Resolution.....             | 9  |
| 21. Force Majeure.....                  | 10 |
| 22. Notices and Domicilia.....          | 10 |
| 23. SUPPLIERS TERMS AND CONDITIONS..... | 11 |
| 24. LIMITATIONS OF LIABILITY.....       | 11 |
| SCHEDULE 1.....                         | 13 |
| SCHEDULE 2.....                         | 14 |
| SCHEDULE 3.....                         | 15 |
| SCHEDULE 4.....                         | 16 |
| SCHEDULE 5.....                         | 18 |
| SCHEDULE 6.....                         | 19 |


## PREAMBLE

PURCO SA focuses on providing maximum benefit for its members through collaborative purchasing and professional support. The Parties herein have agreed to enter into an Agreement whereby the Purchaser wishes to purchase the goods from the Supplier and the Supplier wishes to sell the goods to the Purchaser on the terms and conditions contained herein. The parties agree to, at all times, act in the spirit of developing a strategic partnership with one another.

The parties accordingly agree as follows:

## 1. INTERPRETATION

In this agreement, unless the context requires otherwise:

- 1.1 words importing any one gender shall include the other two genders;
- 1.2 the singular shall include the plural and vice versa;
- 1.3 a reference to natural persons shall include created entities (corporate and unincorporated) and vice versa;
- 1.4 "day" means any day other than a Saturday, Sunday or any official public holiday within the Republic of South Africa;
- 1.5 when any number of days is prescribed in this agreement, that number of days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or official public holiday within the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or official public holiday;
- 1.6 Expressions or words defined in this agreement shall bear the same meaning in the schedules to this agreement which do not themselves contain alternative definitions of such expressions or words;
- 1.7 "Agreement" means this agreement and all schedules and annexure attached thereto and is applicable to all Purchasers;
- 1.8 "Commencement date" means date at which the agreement commence (see clause 2.1);
- 1.9 "PURCO SA" means Purchasing Consortium of Southern Africa NPC (Reg. No. 99/23736/08).
- 1.10 "Purchaser" means members of PURCO SA (tertiary educational institutions and associate members of PURCO SA) see schedule 3 and Students;
- 1.11 "Parties" mean PURCO SA, the Purchaser (tertiary educational institutions and associate members of PURCO SA) and the Supplier and "Party" means either PURCO SA, the Purchaser or the Supplier;
- 1.12 "Goods" means:
  - all corporeal movable things,
  - all services,
  - all construction work.

The goods to be supplied by the Supplier to the Purchaser in terms of this agreement, described and conforming to the specifications set out in schedule 1;

- 1.13 "Specifications" means the specifications to which the goods must conform to and as further detailed in schedule 1;
- 1.14 "Delivery Date" means the day by which the goods are to be delivered to the Purchaser at the premises;

- 1.15 "Order" means a written request on the Purchaser's official purchase order issued by the Purchaser to supply the goods;
- 1.16 "Premises" means the stipulated point of delivery on the premises of the Purchaser where the goods shall be delivered;
- 1.17 "Price" means the price at which the Purchaser purchases the goods in terms of this agreement as more fully detailed in schedule 1;
- 1.18 "Monthly Sales Report" refers to schedule 5 detailing the total sales for the month;
- 1.19 "Total Sales" means total invoice value relating to the supply of goods and services including any adhoc supply of goods and /or services or otherwise (whether contracted or non-contracted) supplied to the Purchaser for the month;
- 1.20 "Management Meeting" refers to meetings between PURCO SA and the Supplier to take place at least twice per every twelve (12) month period;
- 1.21 For the avoidance of doubt where in this Agreement compliance is required with all applicable laws and regulations and relevant industry codes of practice, in the event of any conflict between the codes of practice and the law of compliance, the latter shall prevail;

## **2. PERIOD OF AGREEMENT**

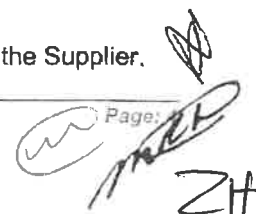
- 2.1 This Agreement shall commence on 01 November 2019 and continue for three (3) years, until 31 October 2022.
- 2.2 Notwithstanding clause 2.1 either party shall, however, be entitled to terminate this Agreement provided it shall have given to the other party not less than thirty (30) days prior written notice of its intention to do so.

## **3. SCOPE OF SUPPLY**

- 3.1 The Supplier hereby agrees and undertakes to provide the services to the Purchaser in such quantities and on such dates as ordered by the Purchaser from time to time during the currency of this Agreement, subject to the terms and conditions contained in this Agreement.
- 3.2 The Purchaser undertakes to order and utilise the services of the Supplier, subject to the terms of this Agreement.

## **4. PLACING OF ORDERS AND DELIVERY**

- 4.1 The Purchaser will from time to time place orders with the Supplier in respect of each item or items of goods, and such order shall specify the quantities and delivery date for each item or items of goods provided that:
- 4.1.1 Only written orders issued by authorised representatives of the Purchaser shall be valid.
- 4.1.2 Each order shall be regarded as a separate contract on the terms and conditions contained herein;
- 4.1.3 Should there appear to be any conflict, inconsistency or want of agreement between descriptions, dimensions, specifications, or quantities specified in the order, the matter shall be referred to the Purchaser for a decision before proceeding to execute the order;
- 4.1.4 The quantities as shown in schedule 1 shall merely be used as guideline and not constitute a guarantee that these quantities shall be ordered by any Purchaser.
- 4.1.5 Any such order referred to in clause 4, shall be subjected to availability on the part of the Supplier.

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## 5. PURCHASE PRICE AND PAYMENT

- 5.1 Prices are deemed to be nationally applicable except where individual member or regional prices are agreed upon.
- 5.2 Price of the goods will be as set out on the price list, which is attached hereto as schedule 1.
- 5.3 Unless otherwise stated all the prices reflected in schedule 1 shall be:
- 5.3.1 Exclusive of Value Added Tax (which shall be payable by the Purchaser subject to the receipt of a VAT invoice); and
- 5.4 The Supplier shall be entitled to invoice each delivery actually made separately and all invoices issued against signed delivery notes shall be submitted as commercially correct tax invoices.
- 5.5 All invoices shall clearly make reference to the order number and delivery note number.
- 5.6 The Purchaser shall make payment within 30 days from receipt of a monthly statement.

## 6. LEGISLATURE

- 6.1 The Suppliers shall supply goods and services in accordance to all relevant and current legislation such as, but not restricted to, transportation, labour, environment, consumer, quality and safety. The Supplier shall act in accordance with and maintain the necessary certificates, permits or exemptions relating to all legislation and sub-ordinate legislation (including regulations and proclamations) applicable to the supply of goods.
- 6.2 The Supplier shall be obliged to submit a valid BBBEE verification certificate on an annual basis for the duration of the contract.

## 7. RELATIONSHIP

- 7.1 Neither Party nor any of its employees, agents or sub-contractors are deemed to be an agent of the other Party or employee of the other Party, and both Parties undertakes that neither it nor any of its employees, agents or sub-contractors will hold out at any time that they represent, act for or in any other manner whatsoever are associated with the other Party other than as independent contractors.
- 7.2 The entire relationship between the parties shall be governed by the terms of this Agreement.
- 7.3 This Agreement is made with the Supplier on the basis that the goods will be supplied by the Supplier and no assignment or sub-contracting may be made without the prior written consent of PURCO SA. Such consent will not be unreasonably withheld.
- 7.4 Should PURCO SA consent to the Supplier sub-contracting any of its obligations in terms of this Agreement, the Supplier shall, at all times, be deemed to be the principle contractor and will be responsible for the due performance of all its obligations herein. The Supplier shall not be relieved of any of its obligations and it shall be responsible to PURCO SA and the Purchaser for the acts and omissions of its sub-contractors as if they had been acts and omissions of the Supplier. Any sub-contractor that the Supplier appoints in terms hereof shall be on terms and conditions identical to the provisions of this Agreement. The Supplier must furnish PURCO SA with a list of all the sub-contractors that are usually hired by the Supplier. PURCO SA has the right to object to the use of any particular sub-contractor on the list. The Supplier is obliged to inform PURCO SA if it uses any sub-contractor not specified on the list.
- 7.5 Neither Party shall make reference to the other Party in its advertising, literature or correspondence without the prior written consent of the Party concerned.

- 7.6 It is agreed between the Parties hereto that this Agreement shall not be construed as constituting a partnership, agency or distributorship between them or that they act as the partner, agent, representative or distributor of each other. Each party acts as independent contractor in terms of this Agreement and does not have the authority to act on behalf of or bind the other Party.

## **8. WARRANTIES**

- 8.1 The Supplier warrants to PURCO SA and the Purchaser that:
- 8.1.1 The Goods shall conform to the specification as set out in schedule 1.

## **9. LIABILITY AND INSURANCE**

- 9.1.1 Neither party shall be liable for any indirect or consequential loss.
- 9.1.2 The supplier agrees to effect and keep in force, at their sole cost during the term of this Agreement, the following insurance coverage satisfactory to PURCO SA:  
A Public Liability Insurance policy  
Employer's Liability Insurance,  
Compensation for Occupational Injuries and Diseases Act, 1993 (as amended from time to time or any law enacted in its place) .
- 9.1.3 The Supplier upon request of PURCO SA and the Purchaser shall produce evidence of these insurances.
- 9.1.4 The Supplier shall ensure that its employees at the Purchaser's site are at all times familiar with and comply with the provisions of all relevant Labour Legislation (including but not limited to the Occupational Health and Safety Act, 1993 and the Compensation for Occupational Injuries and Diseases Act, 1993) as well as the Safety and Security Regulations promulgated by the Purchaser from time to time.

## **10. ESCALATION**

The basis for the escalation and negotiation of rates is explained fully in schedule 6

## **11. TERMINATION AND BREACH**

- 11.1 Either Party shall be entitled without prejudice and in addition to any rights which it may have in terms of this Agreement or in law, to cancel the Agreement or to uphold the Agreement and in either event to claim such damages as it may have suffered in the event that:
- 11.1.1 the other Party in any way commits any material breach of this Agreement which is not capable of being remedied; or
- 11.1.2 the other Party in any way breaches any provision of the Agreement which is capable of being remedied and fails to remedy such breach within fourteen (14) days after the receipt of a notice from the other Party calling upon it to remedy the breach; or
- 11.1.3 that the other Party takes steps to enter into a compromise with any of its creditors or takes steps or has steps taken against it for liquidation, winding up, deregistration or judicial management; or
- 11.1.4 the other Party prior to or during the currency of this Agreement commits an act of insolvency; or
- 11.1.5 The other Party fails to satisfy a judgment taken against it and fails to within ten (10) days of the date on which judgment is granted to take such steps as may be necessary to have the judgment set aside.

## 12. GENERAL

- 12.1 This Agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 12.2 No waiver or indulgence granted by PURCO SA and the Purchaser to the Supplier in respect of any of the terms and conditions of this Agreement shall be a continuing waiver or indulgence of those terms and conditions, nor a novation thereof.
- 12.3 No variation of any terms or conditions of this Agreement shall be binding unless reduced to writing and signed by both parties.
- 12.4 In the event of any one or more of the provisions of this Agreement becoming ineffective for any reason whatsoever, the other provisions shall nevertheless not be affected thereby.
- 12.5 The Suppliers full-time dedicated contact person for the purposes of ensuring compliance with all of the Suppliers obligations in terms of this agreement is:
- 12.5.1 Contact details:
- Name: Mpumi Dhlamini  
Office: Key Account Manager  
Cell: 078 673 2980  
Home:  
E-mail: mpumid@mie.co.za

## 13. MANAGEMENT MEETINGS

- 13.1 There will be a management meeting at least twice per twelve (12) month period between the Purchaser, PURCO SA and the Supplier to review, amongst other things:
- 13.1.1 Performance of the previous contract year from the commencement date or from the previous management meeting as measured in accordance with the Critical Success Factors and Key Performance Indicators more particularly referred to in schedule 2, (which in turn will also be monitored for their relevance and effectiveness) and
- 13.1.2 Whether or not any amendment should be made to the Agreement;
- 13.1.3 Any problems or difficulties arising between the Parties hereto or any of PURCO SA or the Purchasers Affiliates as to supply whether or not such problems have been experienced at a local or more senior level.
- 13.2 Minutes of each meeting will be written up as soon as practicable thereafter by the Suppliers and circulated to all relevant personnel.
- 13.3 For each of the Supplier and PURCO SA there will be a representative for commercial aspects. The representatives unless or until notified to the contrary will be as follows:

For the Supplier  
Commercial Representative:  
Tel:  
Fax:

For PURCO SA  
Commercial Representative: Tshepo Mampuru  
Tel: 011 545 0950  
E-mail: tshepo.mampuru@purcosa.co.za

#### 14. MONTHLY SALES REPORT

- 14.1 The Supplier shall submit a written report on each individual Purchaser to PURCO SA by the 10th working day of each month of the contract period. Refer schedule 5.
- 14.2 The total sales shall be recorded in the monthly sales report. Refer to clause 1.19 on page 4.
- 14.3 Any discrepancies between the Suppliers' monthly report and the Purchasers monthly report for the supply of goods within the scope of this Agreement shall be brought to the attention of the Supplier. The Supplier shall within seven (7) working days investigate the variance and report in writing to PURCO SA the reasons thereof. Should the Supplier have under reported, the Supplier shall be required to retrospectively update the monthly sales report accordingly. PURCO SA shall use the updated sales report for the purposes of invoicing the service fee.

#### 15. SERVICE FEE

- 15.1 The Supplier shall pay a service fee to PURCO SA, calculated at 3% of the total value of each invoice issued by the Supplier for or otherwise relating to the supply of goods and /or services rendered to the Purchaser (including any additional/adhoc services rendered), payable to PURCO SA on submission of the relevant invoice to the Purchaser. The selected Supplier shall send a copy of a monthly invoice and statement to both PURCO SA and the Purchaser.
- 15.2 Upon receipt of the monthly sales report from the Supplier, PURCO SA shall invoice the Supplier the 3% service fee based on the Rand value of the total monthly sales which is payable to PURCO SA within 30 days of date of invoice.
- 15.3 Should the Supplier not supply to PURCO SA the monthly sales report as per Clause 14, PURCO SA shall use the purchasing information of the Purchasers to invoice the Supplier the 3% service fee.

#### 16. CONFIDENTIALITY

- 16.1 The Parties hereby undertake to keep confidential and not to publish, disclose or to otherwise reveal in any way whatsoever nor make commercial use of any data, marketing information records, formulae, specifications, photographs, computer programs, professional secrets, designs, know-how, projections, feasibility studies or any other information of any kind whatsoever disclosed by the parties to each other, orally, in writing, or by any other means, ("the confidential information").
- 16.2 The Confidential Information provided by the Parties to each other in terms of this Agreement, whether in documentary or electronic form shall not be copied, used or reproduced. Neither shall the Parties permit the copying, usage or reproduction in any circumstances, save with the express written permission of the other.
- 16.3 The above mentioned confidentiality provisions shall survive the termination of this agreement.
- 16.4 If the Supplier assigns or sub-contracts any part of this Agreement to any other person, the Supplier shall ensure that such person agrees to be bound by the conditions of this clause.

*[Handwritten signature]*  
P  
*[Handwritten signature]*  
ZH

## 17. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be deemed not to be a part of this Agreement and this Agreement shall continue in full force and effect, but shall be interpreted to give effect to the extent feasible to the original written intent of the Parties.

## 18. WAIVER

No condition, indulgence, leniency or extension of time which any Party hereto ("the grantor") may grant or show to any other Party hereto regarding the performance of the latter or any of its obligations hereunder, nor any constitute a variation or novation of this Agreement, or a waiver, abandonment or estoppels or any of the grantor's rights hereunder, or otherwise in law, nor shall it prejudice such rights or preclude the grantor from exercising such rights.

## 19. CESSION

The Supplier may not cede or pledge his responsibilities and rights without prior written agreement of PURCO SA, which will not be unreasonably withheld. A change in member shareholding (CC) or shareholding in a private company would be regarded as cession or pledge.

## 20. DISPUTE RESOLUTION

- 20.1 Should any dispute arise between the Parties in connection with, the formation or existence of, the implementation of, the interpretation or application of the provisions of, the Parties' respective rights and obligations in terms of or arising out of this Agreement or its breach or termination, the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of any documents furnished by the Parties pursuant to the provisions of this Agreement, that dispute shall, unless resolved amongst the parties to the dispute, be referred to and determined by arbitration in terms of this clause.
- 20.2 Any Party to this Agreement may demand that a dispute be determined in terms of this clause by written notice given to the other Parties.
- 20.3 This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the Arbitrator.
- 20.4 The arbitration shall be held in Johannesburg in English and in accordance with the provisions of the Arbitration Act 42 of 1965 as amended it being the intention that the arbitration shall be held and completed as soon as possible.
- 20.5 The Arbitrator shall be, if the matter in dispute is principally –
- 20.5.1 a legal matter, a practicing advocate or attorney of at least five (5) years standing;
- 20.5.2 an accounting matter, a practicing chartered accountant of at least five (5) years standing;
- 20.5.3 any other matter, an independent person agreed upon between the parties to the dispute.
- 20.6 Should the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within seven (7) days after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 20.7 Should the Parties fail to agree on an arbitrator within fourteen (14) days after the giving of notice in terms of 25.2, the arbitrator shall be appointed at the request of either Party to the dispute by the President for the time being of the Gauteng Law Society.

- 20.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute, shall not be subject to appeal or review and may be made on order of Court.
- 20.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential.

## 21. FORCE MAJEURE

- 21.1 Should either Party ("the Affected Party") be unable to perform all or any of its obligations in terms of this Agreement, due to any cause beyond that Affected Party's reasonable control, including but not limited to, fire, flood, war riot, or act of God, then that Affected Party shall be exempted from liability hereunder to the extent and for the period it is unable to fulfil its obligations.
- 21.2 In the event of the occurrence of a force majeure situation, the Affected Party shall provide the other Party with immediate written notice thereof; such notice is to contain the full details of the force majeure and its expected duration.
- 21.3 Should the force majeure situation persist for more than ten (10) days, then if the other Party is the Purchaser, the Purchaser will be entitled to cancel any outstanding orders, which have been placed with the Supplier.

## 22. NOTICES AND DOMICILIA

- 22.1 For the purpose of this Agreement, including the giving of notices and the serving of legal process, the parties choose their domicilium citandi et executandi as follows:

PURCO SA, Rosen Office Park, 8 Invicta Road, Erand Gardens X49, Midrand, 1682.

Fax No. 011 545 0950

Marked for the attention of the Chief Executive Officer

The Supplier: Managed Integrity Evaluation (PTY) LTD \_\_\_\_\_

Fax No: 012 644 2055 \_\_\_\_\_

Marked for the attention of Michelle Baron-Williamson

- 22.2 A Party shall be entitled by notice to the other Party to change its domicilium aforesaid to any other physical address within the Republic of South Africa provided that the change shall only become effective fourteen (14) days after service of the notice in question.
- 22.3 Any notice given in connection with this Agreement shall:
- 22.3.1 if delivered by hand be deemed to have been duly given on the date of delivery;
- 22.3.2 if sent by registered post, be deemed to have been given seven (7) days after posting;
- 22.3.3 If sent by fax, be deemed to have been received on the date of transmission if sent on a business day, and if not sent on a business day within two hours from the start of business of the next business day.
- 22.4 Notwithstanding the above, any notice actually received by the party to whom it is addressed is deemed to be adequate notice.

## 23. SUPPLIERS TERMS AND CONDITIONS

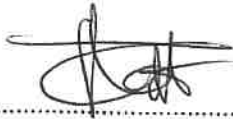
- 23.1 Notwithstanding anything to the contrary contained in this Agreement, the Suppliers standard terms and conditions, annexed hereto annexure x, shall apply to this Agreement, shall be deemed to be incorporated herein, and the goods shall be delivered by the Supplier in accordance with, and subject to such terms and conditions.

## 24. LIMITATIONS OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement, the cumulative liability of the Supplier, for any cause whatsoever, in terms of this Agreement, shall never exceed a maximum amount the total amount of the aggregate fees paid by PURCO SA/Purchaser to the Supplier in the immediately preceding 12 (twelve) month period from the date of claim (as of the date the liability arose)

**FOR PURCO SA TO COMPLETE:**

Signed at Midrand on this 21 day of August 2020



For PURCO SA who hereby warrants that (s) he is duly authorised to sign this agreement.

Full Name: Zubair Hatba

Designation: Head: Finance and Operations

**AS WITNESSES:**

1.



2.



**FOR THE SUPPLIER / SERVICE PROVIDER TO COMPLETE:**

Signed at Centurion on this 28 day of February 2020



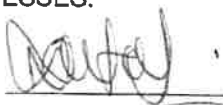
For: Managed Integrity Evaluation (PTY) LTD who hereby warrants that (s) he is duly authorised to sign this agreement.

Full Name: Michelle Baron-Williamson

Designation: Chief Executive Officer

**AS WITNESSES:**

1.



2.





## SCHEDULE 1

### THE GOODS SPECIFICATIONS AND/OR SCOPE OF SUPPLY AND SCHEDULING AGREEMENT

PLEASE NOTE: SCHEDULE 1 WILL BE SIGNED WITH THE SUCCESSFUL SUPPLIER/S ONCE THE CONTRACT IS CONCLUDED.

## SCHEDULE 2

### KEY PERFORMANCE INDICATOR APPRAISAL FORM

#### Measures

To be completed by PURCO SA

Compliance rating

5 = Excellent

4 = Good

3 = Average

2 = poor

1 = very poor

| Rate by crossing appropriate block                                    |   |   |   |   |   |                 |
|-----------------------------------------------------------------------|---|---|---|---|---|-----------------|
| <b>Responsiveness</b>                                                 |   |   |   |   |   | <b>Comments</b> |
| Supplier representative response to Purchaser's requests              | 5 | 4 | 3 | 2 | 1 |                 |
| After sale support – Frequency of calling by Supplier. and call value | 5 | 4 | 3 | 2 | 1 |                 |
| <b>Delivery</b>                                                       |   |   |   |   |   | <b>Comments</b> |
| Meeting of promised delivery dates                                    | 5 | 4 | 3 | 2 | 1 |                 |
| On time and delivery as per order                                     | 5 | 4 | 3 | 2 | 1 |                 |
| <b>Product Quality</b>                                                |   |   |   |   |   | <b>Comments</b> |
| Conformance to agreed specification                                   | 5 | 4 | 3 | 2 | 1 |                 |
| <b>Documentation</b>                                                  |   |   |   |   |   | <b>Comments</b> |
| Invoices / delivery notes & test certificates correct                 | 5 | 4 | 3 | 2 | 1 |                 |
| Account queries assistance                                            | 5 | 4 | 3 | 2 | 1 |                 |

FOR RATINGS OF 3 AND BELOW PROVIDE FACTUAL DETAILS

COMMENTS AND CONSTRUCTIVE RECOMMENDATIONS FOR IMPROVEMENT

|  |
|--|
|  |
|  |
|  |

Completed by

Signature

Date

*[Handwritten signatures and initials]*

# SCHEDULE 3

## LIST OF PURCO SA MEMBERS

| No | Member                                                                              | Institution<br>Abbreviation | Area         |
|----|-------------------------------------------------------------------------------------|-----------------------------|--------------|
| 1  | Academy of Science of South Africa                                                  | ASSAF                       | Gauteng      |
| 2  | AFRICA HEALTH RESEARCH INSTITUTE                                                    | AHRI                        | KZN          |
| 3  | Boland TVET College                                                                 | BOL                         | Western Cape |
| 4  | Cape Peninsula University of Technology                                             | CPUT                        | Western Cape |
| 5  | Capricorn TVET College                                                              | CTC                         | Gauteng      |
| 6  | Central Johannesburg TVET College                                                   | CJC                         | Gauteng      |
| 7  | Central University of Technology                                                    | CUT                         | Free State   |
| 8  | Centre for the AIDS Programme of Research in South Africa                           | CAPRISA                     | KZN          |
| 9  | Coastal KZN TVET College                                                            | CKTC                        | KZN          |
| 10 | College of Cape Town                                                                | CPT                         | Western Cape |
| 11 | Council for Scientific and Industrial Research                                      | CSIR                        | Gauteng      |
| 12 | Durban University of Technology                                                     | DUT                         | KZN          |
| 13 | Ehlanzeni TVET College                                                              | ETC                         | Gauteng      |
| 14 | Elangeni TVET College                                                               | EC                          | KZN          |
| 15 | Engineering Council of South Africa                                                 | ECSA                        | Gauteng      |
| 16 | False Bay TVET College                                                              | FBTC                        | Western Cape |
| 17 | Gert Sibande TVET College                                                           | GSTC                        | Gauteng      |
| 18 | Independent Institute of Education (Monash)                                         | IIE                         | Gauteng      |
| 19 | King Hintsa TVET College                                                            | KHTC                        | Eastern Cape |
| 20 | Majuba TVET College                                                                 | MTC                         | KZN          |
| 21 | Mangosuthu University of Technology                                                 | MUT                         | KZN          |
| 22 | Milpark Education                                                                   | MILPARK                     | Gauteng      |
| 23 | MINTEK                                                                              | MINTEK                      | Gauteng      |
| 24 | Mnambithi TVET College                                                              | MNAM                        | Gauteng      |
| 25 | Moonstone Business School of Excellence                                             | MBSE                        | Western Cape |
| 26 | Motheo TVET College                                                                 | MOT                         | Free State   |
| 27 | Namibia University of Science & Technology                                          | NUST                        | Namibia      |
| 28 | National Research Foundation                                                        | NRF                         | Gauteng      |
| 29 | Nelson Mandela University                                                           | NMU                         | Eastern Cape |
| 30 | National Health Laboratory Services                                                 | NHLS                        | Gauteng      |
| 31 | Nkangala TVET College                                                               | NTC                         | Gauteng      |
| 32 | North West University                                                               | NWU                         | North West   |
| 33 | Northlink TVET College                                                              | NLC                         | Western Cape |
| 34 | Port Elizabeth TVET College                                                         | PEC                         | Eastern Cape |
| 35 | Quality Council on Trade and Occupation                                             | QCTO                        | Gauteng      |
| 36 | Rhodes University                                                                   | RU                          | Eastern Cape |
| 37 | Sefako Makgatho Health & Sciences University                                        | SMU                         | Gauteng      |
| 38 | Sol Plaatje University                                                              | SPU                         | Kimberley    |
| 39 | South African Qualifications Authority                                              | SAQA                        | Gauteng      |
| 40 | South African Bureau of Standards                                                   | SABS                        | Gauteng      |
| 41 | Stellenbosch University                                                             | SUN                         | Western Cape |
| 42 | Thekwini TVET College                                                               | TVC                         | KZN          |
| 43 | Tshwane University of Technology                                                    | TUT                         | Gauteng      |
| 44 | UMALUSI Council for Quality Assurance in General and Further Education and Training | UMALUSI                     | Gauteng      |
| 45 | University of Cape Town                                                             | UCT                         | Western Cape |
| 46 | University of Fort Hare                                                             | UFH                         | Eastern Cape |
| 47 | University of Johannesburg                                                          | UJ                          | Gauteng      |
| 48 | University of KwaZulu-Natal                                                         | UKZN                        | KZN          |
| 49 | University of Limpopo                                                               | UL                          | Limpopo      |
| 50 | University of Mpumalanga                                                            | UMP                         | Mpumalanga   |
| 51 | University of Namibia                                                               | UNAM                        | Namibia      |
| 52 | University of Pretoria                                                              | UP                          | Gauteng      |
| 53 | University of South Africa                                                          | UNISA                       | Gauteng      |
| 54 | University of the Free State                                                        | UFS                         | Free State   |
| 55 | University of the Western Cape                                                      | UWC                         | Western Cape |
| 56 | University of the Witwatersrand                                                     | WITS                        | Gauteng      |
| 57 | University of Venda                                                                 | UNIVEN                      | Venda        |
| 58 | University of Zululand                                                              | UNIZULU                     | KZN          |
| 59 | Vaal University of Technology                                                       | VUT                         | Gauteng      |
| 60 | Walter Sisulu University                                                            | WSU                         | Eastern Cape |
| 61 | Waterberg TVET College                                                              | WTC                         | Gauteng      |

Confidential

Not to be distributed to any third party without the consent of either party  
ISO 9001:2015 Company

Page: 15

**SCHEDULE 4****NAMES OF RESPONSIBLE PERSONS AT THE SUPPLIER'S ORGANISATION FOR**

| <b>Responsible Person (Management)</b> |                 |
|----------------------------------------|-----------------|
| Surname:                               | Karl            |
| First names in full:                   | Schuttler       |
| Capacity:                              | Sales Manager   |
| E-Mail:                                | karls@mie.co.za |
| Tel No:                                | 012 644 4000    |
| Fax No:                                | 012 644 2055    |
| Cell No.                               |                 |

| <b>Responsible Person (Sales)</b> |                     |
|-----------------------------------|---------------------|
| Surname:                          | Mpumi               |
| First name in full:               | Dhlamini            |
| Capacity:                         | Key Account Manager |
| E-Mail:                           | mpumid@mie.co.za    |
| Tel. No:                          | 012 644 4000        |
| Fax No:                           | 012 644 2055        |
| Cell No:                          | 078 673 2980        |

| <b>Responsible Person (Orders/Discrepancies)</b> |                     |
|--------------------------------------------------|---------------------|
| Surname:                                         | Mpumi               |
| First name in full:                              | Dhlamini            |
| Capacity:                                        | Key Account Manager |
| E-Mail:                                          | mpumid@mie.co.za    |
| Tel. No:                                         | 012 644 4000        |
| Cell. No:                                        | 012 644 2055        |
| Fax No:                                          | 078 673 2980        |

| <b>Responsible Person (Accounts)</b> |                 |
|--------------------------------------|-----------------|
| Surname:                             | Sewdayal        |
| First name in full:                  | Kerisha         |
| Capacity:                            | Debtors Manager |

|                                                   |                     |
|---------------------------------------------------|---------------------|
| E-Mail:                                           | kerishas@mie.co.za  |
| Tel. No:                                          | 012 644 4000        |
| Fax No:                                           | 012 644 2055        |
| Cell No:                                          |                     |
| <b>Responsible Person (Monthly Sales Reports)</b> |                     |
| Surname:                                          | Dhlamini            |
| First names in full:                              | Mpumi               |
| Capacity:                                         | Key Account Manager |
| E-Mail:                                           | mpumid@mie.co.za    |
| Tel No:                                           | 012 644 4000        |
| Fax No:                                           | 012 644 2055        |
| Cell No:                                          | 078 673 2980        |

|                                                       |                                                           |
|-------------------------------------------------------|-----------------------------------------------------------|
| Company's Website Address                             | www.mie.co.za                                             |
| Company's VAT Number                                  | 4400111011                                                |
| Address as it should show on our service fee invoices | Unit 1, Jean Park Chambers 252 Jean Avenue Centurion 0157 |

*[Handwritten signatures and initials]*

**SALES REPORT**

| Sales Report                                                        |              |           |
|---------------------------------------------------------------------|--------------|-----------|
| Ref: QM 060                                                         |              |           |
| Month: _____                                                        |              |           |
| Contract Name _____                                                 |              |           |
| Contract Number _____                                               |              |           |
| Supplier <u>Managed Integrity Evaluation (PTY) LTD</u>              |              |           |
| Contact Person <u>Mpumi Dhlamini</u>                                |              |           |
| Telephone <u>012 644 4000</u>                                       |              |           |
| Email <u><a href="mailto:mpumid@mie.co.za">mpumid@mie.co.za</a></u> |              |           |
| <b>**NB - PLEASE ATTACH INVOICES AND STATEMENTS TO THIS REPORT</b>  |              |           |
| Actual Spend on Contract per Institution                            |              |           |
| Institutions                                                        | Actual Spend | Rebate %. |
|                                                                     |              |           |
|                                                                     |              |           |
|                                                                     |              |           |
| Total Excl                                                          | R -          |           |
| VAT @ 15%                                                           | R -          |           |
| Total Incl                                                          | R -          |           |
| <b>TOTAL PAYABLE TO PURCO SA</b>                                    |              |           |

**Note:** All items purchased whether contracted or non-contracted must be reflected in this sales report

**PRICING**

**1. Escalation of Prices**

- 1.1 Any escalation in prices will be considered only under exceptional circumstances and upon a detailed breakdown of the various cost components and the percentage each cost component contributes to the total selling price.
- 1.2 PURCO SA reserves the right to accept price increases or to terminate the contract in part or in whole.
- 1.3 No price increase with retrospective effect shall be considered.
- 1.4 Any application for a price increase shall only become effective if approved by PURCO SA provided that a minimum period of 30 (thirty) days from date of application is required before any price increase may become effective.

**2. Price offer and adjustments: Prices quoted must be valid up to the conclusion and final award of the tender and thereafter remain fixed for a period of six months from the effective date of the contract**

2.1 Is the contract price firm for the duration of the period stated above?

YES

NO

Please indicate the applicable block with ✓

2.2 If the reply to 2.1 is negative, on what grounds (with a breakdown of the various cost components and the percentage each cost component contributes to the total contract price) would price adjustments be requested?

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2.3 Please indicate factors that contribute to any price escalation for locally manufactured goods (to be discussed during price negotiations). **PROOF MUST BE SUBMITTED TO PURCO SA**

| Cost Components | Weighting |
|-----------------|-----------|
|                 |           |
|                 |           |
|                 |           |
|                 |           |
|                 |           |

2.4 Factors that contribute to any price escalation for imported goods (to be discussed during price negotiations). **PROOF MUST BE SUBMITTED**

*[Handwritten signatures and initials]*

2.3.1 Please state the Rate of Exchange at which your contracted price was based:

Please note: Should there be a price variance of more than 5% due to Rate of Exchange, then only will a price adjustment be considered

3. Frequency of Escalation: \_\_\_\_\_
4. Any Statutory Related Price Adjustment \_\_\_\_\_
5. Price Formula: \_\_\_\_\_
6. References to Indices: \_\_\_\_\_

7. \_\_\_\_\_ PURCO SA

reserve\_s the right to audit evidence forwarded as motivation for price adjustments by PURCO SA's financial department or an independent auditor at the Suppliers premises.

# Memo - PURCO Piggybacking on Background Screening

Final Audit Report

2024-06-18

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-06-14                                   |
| By:             | Unathi Manda (umanda@csir.co.za)             |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAc-tRDC1vY4ToMHnq6TWcbU7uLQwmTDAI |

## "Memo - PURCO Piggybacking on Background Screening" History

-  Document created by Unathi Manda (umanda@csir.co.za)  
2024-06-14 - 09:53:53 GMT- IP address: 196.210.53.146
-  Document emailed to Sboniso Mncwango (smncwango@csir.co.za) for signature  
2024-06-14 - 09:59:51 GMT
-  Sboniso Mncwango (smncwango@csir.co.za) authenticated with Adobe Acrobat Sign.  
2024-06-14 - 10:37:39 GMT
-  Document e-signed by Sboniso Mncwango (smncwango@csir.co.za)  
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-  Phumudzo Maboho (pmaboho@csir.co.za) authenticated with Adobe Acrobat Sign.  
2024-06-14 - 11:36:32 GMT
-  Phumudzo Maboho (pmaboho@csir.co.za) authenticated with Adobe Acrobat Sign.  
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-  Phumudzo Maboho (pmaboho@csir.co.za) authenticated with Adobe Acrobat Sign.  
2024-06-14 - 11:37:14 GMT
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2024-06-14 - 11:43:10 GMT- IP address: 105.246.15.52



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Agreement completed.

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# EV- PURCO Piggybacking on Background Screening

Final Audit Report

2026-07-28

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2026-07-28                                   |
| By:             | Unathi Manda (umanda@csir.co.za)             |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA-Xjx1AKbQdWifuWrlaAh75GC-Dpr0yzF |

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2026-07-28 - 11:37:33 GMT
-  Email viewed by Lethokuhle Dlamini (ldlamini2@csir.co.za)  
2026-07-28 - 12:58:21 GMT- IP address: 104.47.19.254
-  Lethokuhle Dlamini (ldlamini2@csir.co.za) authenticated with Adobe Acrobat Sign.  
2026-07-28 - 13:12:36 GMT



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Phumudzo Maboho (pmaboho@csir.co.za) authenticated with Adobe Acrobat Sign.

2026-07-28 - 13:25:15 GMT



Signer Phumudzo Maboho (pmaboho@csir.co.za) entered name at signing as PbMaboho

2026-07-28 - 13:25:57 GMT- IP address: 105.246.14.61



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